2017–18 Nordheim Court Parking Agreement

September 10, 2017–August 18, 2018

I. Definitions

For purposes of this Agreement, the terms below have the following meanings:

**Agreement:** The Nordheim Court Parking Agreement for 2017–18.

**Agreement Period:** From 7 p.m. on September 10, 2017, or beginning on the Start Date, through August 18, 2018.

**Agreement Termination:** Ending the Agreement after the Start Date and before August 18, 2018. For terminations prior to the Start Date, see Cancellation.

**Cancel, Cancellation:** Ending the Agreement before the Start Date. For cancellations after the Start Date, see Agreement Termination.

**Check out, Checkout:** Returning the Parking Permit to the location designated by HFS.


Nordheim Court Parking Garage: The H15 parking garage located at 5000 25th Ave NE, Seattle, WA 98105.

**HFS:** Housing & Food Services, a department of the University of Washington.

**Parking Permit:** A University issued parking permit for use only in the Nordheim Court Parking Garage.

**Start Date:** Begin date for access to the Nordheim Court Parking Garage regardless of whether or not the student has physically obtained their Parking Permit from HFS.

**University:** The University of Washington, Seattle campus.

**University Housing:** The entire network of University housing operations including the Residence Hall System, 12-Month Apartments, Family Housing and facilities operated in a public-private partnership with the University (Commodore Duchess and Radford Court).

II. General Provisions

A. I agree to all terms and conditions of this Agreement and acknowledge this Agreement is binding once I electronically sign and submit it online.

B. This Agreement is entered into by and between the University and me, a University student, for my use and occupancy of one parking stall in the Nordheim Court Parking Garage according to the terms specified herein. This Agreement is a legal and binding document between the University and me.

C. The University and I intend for this Agreement to constitute a license for the use of the Nordheim Court Parking Garage as assigned by HFS, and further intend that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate.

D. I may not transfer or assign this Agreement, or the right to use the Nordheim Court Parking Garage, or any other rights or benefits granted hereunder, to another person.

E. This Agreement only permits use of the Nordheim Court Parking Garage; no other University parking benefits are included.

F. This Agreement is for the entire Agreement Period, as described in Section IV.

G. The information provided by me in my Parking Permit application is true, complete and accurate. If the University determines that I have provided untrue, incomplete or inaccurate information, the University will have a basis to declare me in breach of this Agreement, take disciplinary action against me, and/or require that I return my Parking Permit immediately.

H. All charges in this Agreement for the related service or action represent a reasonable approximation of the University’s administrative costs and I will be financially responsible for all payments as stated in this Agreement.

I. My failure to comply with any term of this Agreement shall be grounds for the University to declare me in breach of this Agreement and require that I discontinue use of the Nordheim Court Parking Garage, and may result in other action against me by the University, including, but not limited to, disciplinary action, termination of this Agreement, future ineligibility to reside in University Housing, and collection of outstanding debt and recovery of collection agency fees as stated in Section VII.K.

J. HFS will not disclose information relating to my student record, housing account, application and assignment information, except as permitted by state and federal law, including but not limited to FERPA. I may authorize the release of information at https://ucharm.hfs.washington.edu/ucharm.

K. This Agreement may be amended with a 30-day notice by the University during the term of this Agreement.

III. Eligibility

A. I currently reside in or have been assigned to a room in Nordheim Court.

B. I understand that I am not eligible for a Nordheim Court Parking Permit if I cease residing in Nordheim Court for any reason.

IV. Agreement Period

A. The duration of this Agreement and the charges outlined in this Agreement are for September 10, 2017–August 18, 2018.

B. If I am assigned a Parking Permit after the Agreement Period begins, my Agreement will begin on the date my Parking Permit is issued.

V. Cancellation

I may Cancel my Parking Permit application and Agreement before my requested Start Date. If I wish to cancel this Agreement after my requested Start Date, I may do so as described in Section VIII.

A. If I wish to Cancel my Parking Permit application and Agreement, I must submit my Cancellation notice at https://ucharm.hfs.washington.edu/ucharm.

B. If I Cancel my Parking Permit application and Agreement prior to one week before my requested Start Date, I will not be assessed a Cancellation charge.
C. If I Cancel my Parking Permit application and Agreement anytime within the one week before my requested Start Date, I will be assessed a Cancellation charge of $50 regardless of my reason for Cancelling my Parking Permit application, except as stated in Section V.D.

D. I will not be assessed a Cancellation charge if:
   1. I submit my Cancellation prior to one week before the my requested Parking Permit Start Date; or,
   2. I am assigned to another University Housing location and will no longer be a resident at Nordeim Court; or,
   3. I notify University Admissions at askuwadm@uw.edu and HFS at hfsinfo@uw.edu that I decline my offer of admission or am transferring to another institution; or,
   4. My offer of admission to the University is rescinded by the University; or,
   5. I have received military orders for entry into the service, a permanent change of station or deployment for at least 90 days. I must provide HFS with copies of any such military orders at hfsinfo@uw.edu.

E. If I Cancel my initial Parking Permit application, reapply, and Cancel again, I may be assessed multiple Cancellation charges based on my cancellation dates.

F. If I do not submit my Cancellation notice at https://urcharm.hfs.washington.edu/urcharm and do not pick up my Parking Permit within one week of my requested Start Date:
   1. HFS will consider my Parking Permit application Cancelled and Cancel this Agreement; and,
   2. I will be charged an $80 Cancellation charge; and,
   3. I will be responsible for paying full Parking Permit charges for the current month.

VI. Terms of Use
A. I will be assigned a Parking Permit based on my request date and availability.
B. HFS cannot guarantee availability of a Nordeim Court Parking Permit.
C. I will display my Parking Permit on my vehicle at all times while parked in the Nordeim Court Parking Garage. Vehicles not displaying a valid Parking Permit may be ticketed and/or towed at my expense.
D. I will keep my contact information updated via MyUW at http://myuw.washington.edu.
E. I will keep my vehicle information current at https://urcharm.hfs.washington.edu/urcharm.
F. I agree to abide by all regulations, policies and standards of the University and HFS. Should my guests or I fail to comply with the conduct regulations, policies and standards of the University and HFS including, but not limited to, the Community Standards (Appendix A of the 12-Month Apartment Agreement) and the Student Conduct Code, the University may take disciplinary action against me pursuant to the Residential Life Conduct Process and/or the Student Conduct Code. The Residential Life Conduct Process may be found at www.hfs.washington.edu/conduct.aspx. The Student Conduct Code may be found at www.washington.edu/cssc.
G. I will not allow non-permitted vehicles to access the garage.
H. I will observe the garage gate fully closing when entering or exiting.
I. All vehicles must be parked in a designated parking space and only one vehicle is allowed per space.
J. Parking spaces may not be used for storage, vehicle repair (including washing of cars and changing oil), or any other purpose other than parking a vehicle.
K. I will be assessed a $20 unreturned Parking Permit charge if my Parking Permit is damaged, lost or not returned at the end of the Agreement Period.

VII. Charges and Payments
A. I will be charged a monthly rate of $80 for the entire Agreement Period.
B. If I am issued a Parking Permit after the Agreement Period begins, I will be charged a prorated amount for any remaining days of the first month’s Parking Permit rate.
C. If I return my Parking Permit before the Agreement Period ends my charge will not be prorated.
D. I will pay my monthly Parking Permit charges by the first day of each month.
E. If I fail to make payments as required by this Agreement, my Agreement may be terminated and my Parking Permit may be revoked.
F. During my occupancy period, all billing adjustments and incidental charges placed on my account after the due date are due by the first of the month.
H. I will make payments in one of the following manners:
   1. With a MasterCard or Visa credit/debit card at www.hfs.washington.edu/housing/pay; or,
   2. By mail with a check to University of Washington, Housing & Food Services, Financial Services Office, 1045 NE Campus Parkway, Box 355607, Seattle, WA 98195-5607; or,
   3. In person with cash or check at the HFS Student Services Office in 210 Lander Hall or at the Husky Card Account & ID Center on the ground floor of Odegaard Undergraduate Library.
I. I will be assessed a late payment charge of $50 if my account is not paid in full by the payment due date. In addition, a late payment charge of $50 will be assessed after the fifth day of each subsequent month during which I have a past due balance.
J. If I have any questions about my account, I will contact the HFS Student Services Office, 210 Lander Hall, hfsinfo@uw.edu or 206-543-4059, before my account becomes delinquent.

K. The University reserves the right to the recovery of collection agency fees as authorized by RCW 19.16.500, which may be based on a percentage at a maximum of 40 percent of the debt in addition to the recovery of any outstanding balance, attorney fees, court costs and other collection costs including moving and storage costs.

I. I authorize the University, HFS and their respective agents and contractors to contact me regarding outstanding charges or repayment of outstanding charges at the current or any future number that I provide for my cell phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

VIII. Agreement Termination and Permit Expiration

A. HFS will notify me within five days of the expiration of my Parking Permit.

B. I will remove my vehicle from the Nordheim Court Parking Garage on or before the expiration of my Parking Permit, unless I request and am assigned a permit for the next Agreement Period.

C. HFS may terminate this Agreement for the breach of any term or condition within this Agreement.

D. If my HFS housing agreement is terminated for any reason, my Parking Permit and Agreement will be terminated and I may be charged for early termination.

E. I may terminate my Agreement after my requested Start Date.
   1. I must submit an Agreement termination notice in advance of my Checkout date at https://ucharm.hfs.washington.edu/ucharm; and,
   2. I will be responsible for paying the full month’s charges for my final month of my Parking Permit; and,
   3. I will be assessed an $80 early termination charge; and,
   4. I must return my Parking Permit to the Nordheim Court Office, located in building 2, by 12 noon on my Checkout date.

F. I will not be charged an early termination charge and my Parking Permit charges will be prorated as of my Checkout date if I provide documentation within five days of my Checkout date to HFS at hfsinfo@uw.edu, that establishes one of the following:
   1. I am vacating from University Housing and,
      a. I am no longer a registered student at the University for autumn quarter 2017, winter quarter 2018 or spring quarter 2018; or,
      b. I am participating in a study abroad program or an internship program located outside of commuting distance as defined at www.hfs.washington.edu/housing/comdist for University credit.
   2. I am assigned to another University Housing location and will no longer be a resident at Nordheim Court.

G. HFS will take possession of any property within the Nordheim Court Parking Garage upon expiration or termination of this Agreement.

H. If my vehicle is impounded it will be disposed of by the University of Washington Police Department per Washington Administrative Code 478-116-080(5)(b).

IX. Injury or Property Loss

A. The University shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to my property or that of any guest of mine, except to the extent caused by the University’s negligence. I acknowledge that the University recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the University does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.

B. Nothing in this Agreement shall be construed as being intended to protect any person or class of persons from injury or harm.

C. If there is loss of or damage to my property or that of any guest of mine for any reason beyond the University’s control including, but not limited to, natural disasters, fire, earthquake, utility malfunctions, quarantines or other emergency or force majeure event, the University shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.

X. Severability and Choice of Law

A. The provisions of this Agreement are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable.

B. This Agreement shall be governed in all respects by the laws of Washington State. The parties agree that any legal action related in any way to this Agreement shall be brought exclusively in King County, Seattle, Washington.