



**1. 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 via the Housing Portal.
- B. This Student Housing Agreement ("Agreement") is entered into by and between the University of Washington Tacoma ("**University**") and \_\_\_\_\_ (name), a registered University of Washington Tacoma student ("**Student**"), in good standing, for the use and occupancy by Student of a University-assigned shared housing unit ("**Unit**"), as specified above, in the Court 17 Residence Hall ("**Court 17**"), located at 1717 Market Street, Tacoma, Washington, according to the terms specified below.
- C. The University and Student intend for this Agreement to constitute a license for the use of a Court 17 Unit as assigned by the University, 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. The use and occupancy by Student is being provided incidental to the provision of educational services.
- D. The term of occupancy ("**Occupancy Term**") under this Agreement is from Thursday, September 19, 2019 or Sunday, September 20, 2019 (based on assigned move in day) until 12:00 p.m. on Saturday, June 13, 2020. Student understands and agrees that the Student is entering in to this housing Agreement for this entire Occupancy Term; Autumn, Winter, and Spring quarters (subject to early termination by the University as provided in Section 10) and will be financially responsible for all payments as provided in this Agreement.
- E. Student acknowledges that if seeking an accommodation for a disability, student is to submit an application with UW Tacoma Disability Resources for Students (DRS) and provide documentation. Housing & Residence Life cannot proceed with disability accommodation without direction from DRS. Further, student acknowledges that approved housing accommodations are to be received by Housing & Residence Life by the following preferred deadlines:
  - a. Accommodations for Autumn Quarter, by July 1<sup>st</sup>, 2019
  - b. Accommodations for Winter Quarter, by November 1<sup>st</sup>, 2019
  - c. Accommodations for Spring Quarter, by February 1<sup>st</sup>, 2020
- F. Student acknowledges there may be non-University assigned residents living in Court 17, who are part of the building community and Student agrees to respect their rights, privileges, and property.
- G. Student acknowledges that the University has limited control over who enters the building. Student is responsible for his/her own safety and for taking Student's own safety precautions. Student acknowledges that the University does not promise, warrant or guarantee the safety or security of Student or any guest of Student, or of Student's personal property or the personal property of any guest of Student against the actions of other parties.
- H. Student may not transfer or assign this Agreement, or the right to occupy Student's assigned Unit, or any of the other rights or benefits granted hereunder, to another person. Only the Student and Student's University assigned roommate(s) may reside in Student's Unit. No one else may reside in the Unit.
- I. Student consents to the University releasing Student's name, email address, and telephone number(s) to Student's assigned roommate(s), if any.
- J. Student's failure to comply with any term of this Agreement shall be grounds for the University to declare Student in breach of this Agreement and require that Student Vacate Court 17.
- K. Student certifies that the information provided in Student's University Housing Application is true, accurate, and complete. If the University determines that Student has provided untrue, inaccurate, or incomplete information, or has falsely claimed eligibility for Court 17 housing (see Section 3 below), the University may declare Student in breach of this Agreement, require that Student Vacate Court 17, and take disciplinary action.

- L. Student agrees to pay the housing rate specified in Section 9 and all applicable charges pursuant to this Agreement.
- M. This Agreement is effective the date that Student (and parent/guardian, if Student is under age eighteen (18)) signs it.
- N. Student shall pay a \$300 **NONREFUNDABLE** Maintenance and Facilities fee at the time this Agreement is signed and submitted to the University, unless the University authorizes the deferral of the payment of the fee in writing based on pending financial aid. (Additional provisions regarding the Maintenance and Facilities fee are set forth in Section 9.A below.)

2. **DEFINITIONS:** For purposes of this Agreement, the terms below have the following meanings:

- A. **Unit:** A University assigned apartment space in Court 17.
- B. **Check-in:** Check-in occurs when Student obtains keys to a Unit from the University, regardless of whether or not Student commences occupying the assigned Unit.
- C. **Common Areas:** All parts of the Court 17 premises outside of the individual housing Units, including, but not limited to, the entrances, lobby, hallways, mailbox area, parking area, grounds, community spaces, and stairwells.
- D. **Constructive Possession:** To be in Constructive Possession of a Unit means having possession of Unit keys, regardless of whether or not the student is physically occupying the space.
- E. **Vacate:** Refers to the termination of use and relinquishment of possession by Student of Student's Unit, the removal of Student's personal belongings, and return of Unit keys to UW Tacoma Housing & Residence Life.
- F. **Quiet Hours:** 10 p.m. to 8 a.m. every day.

3. **ELIGIBILITY**

- A. Student represents and warrants that Student is eligible to reside in Court 17 because Student meets and will continue to meet for the Occupancy Term the following eligibility criteria:
  - a. Student is a matriculated University of Washington Tacoma undergraduate or graduate student in good standing and registered for a minimum of six credits for the first quarter of the Occupancy Term and will be registered for a minimum of six credits for each subsequent quarter of the Occupancy Term, excluding summer quarter;
  - b. Student currently is at least eight-teen (18) years of age or will become eighteen (18) years of age during the Occupancy Term; and
  - c. Student has not been previously suspended or dismissed from the University pursuant to the University's Student Conduct Code.
- B. If at any time after Student has submitted this Agreement and Student's housing application, Student becomes ineligible to reside in Court 17 under the eligibility criteria stated above, Student agrees to inform Housing & Residence Life in writing at (email) court17@uw.edu of Student's ineligibility within 24 hours of Student becoming ineligible, and Vacate within 72 hours of Student becoming ineligible (see Section 11.)
- C. Student shall keep both their local and permanent addresses and phone number current through Student's *MyUW* account.

4. **CRIMINAL OFFENSES**

- A. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender, I must notify Housing and Residence Life in writing at court17@uw.edu at the time this Agreement is submitted and I acknowledge that the University has the discretion to determine whether my application to reside in University Housing should be accepted, and to assign me to a particular Room deemed appropriate by the University.

- B. If after submitting this Agreement and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender, I will inform Housing and Residence Life of my offense in writing at court17@uw.edu within 24 hours. I further agree that I will provide Housing and Residence Life with all requested information regarding the event(s) at issue. Housing and Residence Life has the discretion to require that I Check out within 24 hours of said notification unless Housing and Residence Life provides me with written permission to remain in University Housing.
- C. I will provide the University with any information it requests related to my offense(s) in order for the University to make a determination of my eligibility to reside in University Housing based on the best interests of the University.

## 5. COMMUNITY RESPONSIBILITY

- A. As a condition of residing in Court 17, Student agrees to not violate any laws and to respect the rights, privileges, and property of other students, guests and tenants of Court 17, as well as all staff, and visitors. While living at Court 17, Student agrees to abide by University of Washington Tacoma Student Housing Community Standards (“**Community Standards**”), which are available online at the Housing and Residence Life website and incorporated as part of this Agreement by this reference and which may be amended from time to time during the Occupancy Term.
- B. Additionally, Student acknowledges that Student is subject to the University Student Conduct Code and is responsible for the conduct of Student’s guests. Should a Student or a Student’s guest fail to comply with the Community Standards, or any term of this Agreement or the Student Conduct Code, the University may declare Student to be in breach of this Agreement, require Student to Vacate from Court 17, and/or subject Student to disciplinary action and/or other action. <http://depts.washington.edu/cssc>
- C. Student acknowledges that the University is responsible for the management, maintenance, or repairs to Court 17. If Student believes repairs or other maintenance is needed in his/her Unit or in a common area, Student agrees to inform the University in writing by submitting a Work Request using the Housing Portal or by contacting Housing Staff for emergent issues.

## 6. ALTERATIONS, DAMAGE, AND CLEANLINESS

- A. At the time of Check-in to a Unit, Student shall inspect the overall condition of Student’s assigned Unit and complete and submit an Apartment Condition Report (“**ACR**”), which shall be provided by the University. Any damage not declared on the ACR will be presumed to be Student’s responsibility and may be charged to Student when Student Vacates.
- B. Student agrees not to paint, alter, repair, remodel, improve, or otherwise change Student’s Unit or any part of Court 17 premises. Student will not install anything on the walls, ceilings, or in the windows, including, but not limited to, any satellite dishes or antennas, and Student will not remove, alter, or otherwise change any appliances, furniture, or other furnishings provided by the University. Student will not remove any object that is attached to the structure of the Unit or Court 17 premises.
- C. Student agrees not to tamper with the heating system, appliances, locks, doors, light fixtures, smoke alarms, cable boxes or modems. Student agrees not to remove, replace, or make changes to the cable or modem equipment or services.
- D. Student must immediately report missing, lost, or stolen Unit or mailbox keys to Housing & Residence Life. If, 72 hours after such report, Student has not demonstrated to Housing & Residence Life’s satisfaction that the Student has regained possession of the keys, any affected locks will be changed at Student’s expense. The Student will be assessed the University’s cost to have the Unit lock(s) changed plus any additional charges for each affected mailbox key. Duplication of keys or key cards is not permitted.

- E. When Student Vacates, Student agrees to leave the Unit and all of its contents, including, but not limited to the furniture, appliances, furnishings, and equipment, as well as the in-unit shared spaces and building Common Areas, in clean and good order, except for reasonable wear. If Student or any guest of Student damages or causes the loss of any portion of the Court 17 premises or any property on Court 17 premises, either purposefully or through negligence, Student will be financially responsible for the cost of repair, replacement, and/or cleaning as determined by the University. If Student and Student's roommates do not agree as to who caused the damage or was responsible for the missing or damaged items, the cost of repair, replacement, and/or cleaning, as determined by the University, will be equally divided among all occupants of the Unit, floor or area in question.
- F. Student agrees to keep Student's Unit clean, orderly and in good condition at all times and will properly dispose of garbage and recycling items in designated collection sites. Student will be responsible for any charges that result from failure to keep Student's Unit clean, orderly and in good condition. Student will comply with any University-prescribed correction action within 24 hours of the University informing Student that the condition of Student's Unit falls below acceptable health, cleanliness and safety standards including, but not limited to, cleaning, removal of items, and pest and rodent control.

## 7. ASSIGNMENT AND REASSIGNMENT

- A. Student understands that, while the University will consider roommate preferences in making Unit assignments, final decisions regarding Unit assignments and roommate assignments will be made by the University in its sole discretion.
- B. The University shall have the right to reassign Student to another equivalent Unit at any time for any reason, including, but not limited to, the welfare of residents, a violation of Community Standards or the Student Conduct Code; the need to accommodate facility operations, improvements, or repairs to Court 17 premises; to accommodate students with disabilities; to use available space more efficiently; or to further the best interests of the University and/or its community.
- C. Student shall not change or switch to another Unit not assigned to Student by the University without written University approval to do so. Student may request a Unit change by contacting the Residence Life Coordinator. The University will subsequently inform Student whether Student's request has been approved or denied. Such decision shall be in the University's sole discretion.
- D. In the event of a University-approved Unit change or reassignment, Student shall completely Vacate Student's originally assigned Unit by the deadline given to Student by the University. If Student fails to do so, Student may be assessed \$50, which Student agrees is a reasonable approximation of University's administrative costs. Student may also be charged the pro rata daily housing rate for both Units until Student Vacates the originally assigned Unit. If Student's original Unit keys are not returned by the University designated deadline, Student will be assessed the cost for the University to have the lock(s) changed.
- E. If Student makes a Unit change without prior University approval, Student may be assessed \$50, which Student agrees is a reasonable approximation of University's administrative costs. Additionally, the University may require that Student move back to Student's originally assigned Unit by a deadline or it may approve the Unit change. Student may be charged the pro rata daily housing rate for both Units until either (1) the Unit change has been approved and Student has Vacated Student's originally assigned Unit or (2) Student has moved back to Student's originally assigned Unit and vacated the unauthorized Unit. If Unit keys are not returned by appropriate deadlines, Student may also be assessed the cost for the University to have the lock(s) changed. Student understands that if Student is assigned to a shared Unit and a space is available in Student's Unit, Student may be assigned a roommate without prior notification.

## 8. ENTRY AND INSPECTION

- A. The University shall have the right to authorize University staff to enter Student's assigned Unit, during regular business hours, to make repairs requested by Student or Student's roommate(s), to perform maintenance, make alterations or improvements, and/or to inspect safety equipment, such as fire alarms.
- B. The University shall have the right to authorize University staff to enter Student's assigned Unit as deemed necessary in emergent situations in to ensure the safety and well-being of the Student or the Student's assigned roommates.
- C. The University shall have the right to enter Student's Unit for inspections or to conduct health, cleanliness, and safety checks.
- D. Except in emergencies, for repairs, or inspection of safety equipment, or where it is impractical, the University will give Student at least 48 hours' notice of the University's intent to enter Student's Unit, and will enter only at reasonable times. However, Student understands and agrees that if Student or Student's roommate requests repairs, Student may not receive any prior notice that University staff will be entering Student's Unit.
- E. Student acknowledges and understands that Student has no expectation of privacy in Common Areas, and the University or its designee may enter these areas to enforce the Community Standards and other policies. University staff also may provide law enforcement access to Common Areas to investigate possible criminal activity.
- F. If Student gets locked out of Student's Unit, and a University employee or designee is required to open the Student's Unit, there will not be a charge for the first occurrence. Thereafter, Student will be charged \$15 for each subsequent time that Student is locked out and a University employee or designee assists Student in regaining access to Student's Unit or room.

## 9. INJURY OR PROPERTY LOSS

- A. The University does not have any responsibility or provide any compensation for any injury to Student or guests, or for loss or damage to Student's property or that of any guest, except to the extent caused by the University's negligence. Student acknowledges that the University recommends that Student carry appropriate insurance against such injury, loss, or damage as well as to cover Student's liability.
- B. Student acknowledges that the University does not promise, warrant, or guarantee the safety or security of Student or guests, or Student's or guests' personal property against the actions of other students or third parties.
- C. Nothing in this Agreement shall be construed as being intended to protect any person or class of persons from injury or harm.
- D. Student agrees that if there is loss of or damage to Student's property or that of any guest for any reason beyond the University's control, including, but not limited to, natural disasters, acts of God, fire, earthquake, utility malfunctions, quarantines, or other emergency or force majeure event, the University shall have no liability to Student or guest for reimbursement, damages, inconvenience, annoyance, or compensation of any kind.
- E. Student shall keep the door to Student's assigned Unit locked at all times. Student may not change the locks to any Unit.

## 10. PAYMENTS

- A. Student shall pay the University a **non-refundable \$300 Maintenance and Facilities fee** at the time this Agreement is signed and submitted to the University. Student agrees that any cost incurred by the Student under this Agreement, for the cost of repair or replacement of damaged or missing property and any extra cleaning charges attributable to Student, may also be assessed to the Student's account. Student agrees to pay such balance within ten (10) days of receipt of an invoice from the University.

- B. Student agrees to pay the specified amount to the University for the full Occupancy Term for the Unit type to which Student is assigned:

<b>PER PERSON RENTAL RATES</b>	<b>Quarterly Rate</b>
<b>Shared Furnished 2 Bed/2 Bath</b>	<b>\$2,451</b>
<b>Shared Furnished Studio/1 Bath</b>	<b>\$2,751</b>
<b>Shared Furnished 1 Bed/1 Bath</b>	<b>\$3,111</b>
<b>Private Furnished Studio/1 Bath</b>	<b>\$4,221</b>
<b>Shared Unfurnished 2 Bed/2 Bath</b>	<b>\$3,747</b>
<b>Private Unfurnished Studio/1 Bath</b>	<b>\$4,107</b>
<b>Private Unfurnished 1 Bed/1 Bath</b>	<b>\$4,665</b>

- C. Payment Dates: Student agrees to pay the following amounts by the payment deadlines specified below for the full Occupancy Term for the Unit type to which Student is assigned:
- D. Payments shall be made by **5:00 p.m.** on the following dates:
1. **Friday, October 11<sup>th</sup>, 2019- Autumn Quarter** (Occupancy Period 09/22/19 – 12/14/19);
  2. **Friday, January 24<sup>th</sup>, 2020- Winter Quarter** (Occupancy Period 12/14/19 - 03/21/20);
  3. **Friday, April 17<sup>th</sup>, 2020- Spring Quarter** (Occupancy Period 03/21/20 – 06/13/20);
- E. Student understands and acknowledges that if Student’s financial aid does not completely cover the housing payments, that Student is still responsible for paying the remaining amounts due by the quarterly payment due dates.
- F. The full balance of quarterly Housing charges will be applied to Student’s account prior to the start of each quarter and any credit balance on Student’s account after payment of tuition and fees will be applied to Student’s Housing charges.
- G. Housing rates stated above include the use and occupancy of a Unit with the following utilities provided by the University: electricity, gas, water and sewer services, recycling and trash removal, basic cable, and Internet. Parking and storage units are not included in Housing rates and can be obtained at additional cost to the Student. Student also shall have the non-exclusive use of all areas designated by the University as Common Areas for the use of tenants of the building on the same terms and conditions as such Common Areas and facilities are made available to other tenants.
- H. Student will be assessed a late payment charge of \$50 if full payment is not made within five (5) calendar days of the date payment is due. An additional \$50 will be assessed each subsequent month in which Student has a past due balance.

- I. If Student fails to make payments as required by this Agreement, the University may declare Student in breach of and/or terminate this Agreement, require that Student Vacate Court 17 within 72 hours, and/or take further action against Student, including, but not limited to, denying future applications for University housing; canceling registration for the following quarter(s); placing a hold on registration for classes, academic credits, or the conferring of a degree; or not transferring credits;
- J. Student authorizes the University and their respective agents and contractors, including collections' agents, to contact Student regarding outstanding charges or payments of past due charges at Student's current telephone number, cell phone number or any other wireless device using an automated dialing system, artificial or pre-recorded voice messages or text messages.
- K. Payments shall be made by one of the following methods:
  - 1. Online through MyUW.
  - 2. Check made payable to the "University of Washington" and either mailed to the Cashier's Office, Box 358433, 1900 Commerce St. Tacoma, WA 98402 or submitted in person at the Cashier's Office at the Carlton Building (CAR 400), Tacoma, WA.
  - 3. Cash payments must be made in person at the Cashier's Office at the Carlton Building room 400, Tacoma, WA. The date the check is received in the Cashier's Office shall serve as the receipt date.
- L. If Student is assigned to a Unit after the start of an Occupancy Term, specified in Section 9.B above, Student must pay a pro-rata amount as determined by Housing and Residence Life prior to Check-in.
- M. Student is responsible for payment of the full amount due based on the commencement date of the Student's Occupancy Term, even if Student Checks-in after the start of the Occupancy Term.

#### 11. CANCELLATION OF AGREEMENT PRIOR TO CHECKING-IN

- A. Student may cancel this housing Agreement before they Check-in. If Student wishes to cancel this Agreement after Check-in, they may do so as described below in Section 11.
- B. If student wishes to cancel their Housing Agreement, student must submit a Housing Appeal, available on the Housing & Residence Life website.
- C. A cancellation charge will be assessed regardless of Student's reason for cancelling their housing application including, but not limited to, a change of student status at the University, being assigned to a Room that does not meet their preferences, or finding different housing accommodations. Regardless of reason, the \$300 Maintenance & Facilities Fee is nonrefundable.
- D. Cancellation Deadline & Charges
  - 1. 21+ days prior to assigned move-in date, \$0 cancellation fee
  - 2. 21 to 1 day(s) prior to assigned move-in date, \$500 + \$15 per day late cancellation fee
  - 3. On or after assigned move-in date, full quarterly charge for the assigned room
- E. Student will not be assessed a cancellation charge if:
  - 1. Student submits their cancellation within one week (7 days) of completing their housing agreement; or,
  - 2. Student notifies University Admissions at [uwinfo@uw.edu](mailto:uwinfo@uw.edu) and Housing at [court17@uw.edu](mailto:court17@uw.edu) prior to 21 days of assigned Move-in date that Student declines their offer of admission or is transferring to another institution; or,
  - 3. Student's offer of admissions to the University is rescinded by the University; or,
  - 4. Student has received military orders for entry into the service, a permanent change of station or deployment for at least 90 days. Student must provide Housing & Residence Life with copies of any such military orders at [court17@uw.edu](mailto:court17@uw.edu)

- F. If Student does not submit a Housing Appeal requesting to cancel their Housing Agreement or does not Check in to their Room by 12 noon within 48 hours of their assigned move-in date:
  - 1. Student Housing will consider Student’s application for housing cancelled, cancel this Agreement and reassign Student’s Room; and,
  - 2. Student will be charged a \$500 Cancellations charge; and,
  - 3. Student will be responsible for paying full Room charges for the current quarter.
- G. If Student is assigned a Room after the Agreement Period begins and does not Check in to their Room by their assigned Check-in date:
  - 1. Student Housing will consider Students application for housing cancelled, cancel this Agreement, and reassign Students Room; and,
  - 2. Student will be charged a \$500 cancellation charge; and,
  - 3. Student will be responsible for paying full Room charges for the remainder of the current quarter.
- H. If Student wishes to cancel this Agreement and has a balance due, Student will pay the balance immediately.
- I. If Student wishes to cancel their early arrival housing request, Student will be charged based on the schedule referenced in the Cancellation Deadline and Charges table above in Section 10-D.

**12. TERMINATION, BREACH OF AGREEMENT, AND STUDENT WITHDRAWAL**

- A. The University may declare Student in breach of and/or terminate this Agreement and require that Student immediately Vacate Court 17, if Student fails to abide by or fulfill any term of this Agreement, including, but not limited to, by violating the Community Standards, failing to meet the eligibility criteria (see Section 3), or violating the Student Conduct Code. Should the University declare Student in breach of and/or terminate this Agreement, Student shall be responsible to the University for the full balance of the current Occupancy Term and applicable all Early Termination and Appeal Processing Fees (as determined by the University).
- B. Student agrees that the University’s inability to make Student’s Unit or any other part of the Court 17 premises available to Student for any reason beyond the University’s control, including, but not limited to, fire, flood, earthquake, condemnation, quarantine, utility malfunction, or other emergency or force majeure event, shall not constitute a breach of this Agreement by University. Student agrees that in such circumstances, the University shall have no liability to Student for injuries, reimbursement, damages, inconvenience, annoyance, or compensation of any kind. The University may attempt to find, but cannot guarantee, alternate space for Student. If the unavailability of or access to Student’s Unit or to an alternate space persists for more than 72 hours, Student may terminate this Agreement without penalty, provided that Student shall be responsible for all financial obligations incurred up to the date of such termination. The University agrees to provide Student with a pro rata refund, calculated from the date of such termination to the end of the Occupancy Term, of any prepaid housing payment made to the University, if any, minus any damage, replacement, cleaning, or other charges assessed by University pursuant to this Agreement.
- C. Student may request an early termination of this Agreement at any time before or during the term of the Agreement. To request such an early termination, Student shall submit an Appeal Request in writing to Housing and Residence Life, with at least twenty (20) days’ notice prior to the date Student intends to Vacate Court 17. Student should provide documentation and proof to support Student’s request and to assist Housing and Residence Life in determining applicable charges. Student remains responsible for the full quarterly housing rate and other applicable charges (as determined by the University) until Housing and Residence Life provides a written Appeal Decision.



- D. Student may also request an early termination of this Agreement if Student is being deployed or assigned for service in the armed forces, including the National Guard and armed forces reserves. To request such an early termination, Student shall submit an Appeal Request in writing to Housing and Residence Life, with at least twenty (20) days' notice prior to the date Student intends to Vacate Court 17 and with documentation or proof of Student's military service. Student shall be responsible for the prorated housing rate and other applicable charges (as determined by the University) through the twentieth (20th) day following Student's notice of early termination.

## 12. VACATE

- A. Upon the termination of this Agreement or expiration of the Occupancy Term, whichever is first, Student shall promptly vacate occupant's Unit and shall follow all Vacate requirements in this Section, including, but not limited to, cleaning Student's Unit; removing all of Student's personal belongings; arranging an inspection of Student's Unit; completing the ACR; and timely turning in Unit keys.
- B. Student agrees to thoroughly clean Student's Unit, including, but not limited to, Student's bedroom, the Unit's common areas, the appliances, and the furniture in Student's assigned Unit. Student agrees to remove all personal belongings before Student Vacates. Student agrees to properly dispose of waste, garbage, and recycling relating to the move-out process. If Student does not adequately clean Student's Unit, Student may be assessed additional charges based on the University's costs to have the Unit cleaned.
- C. At least five (5) days prior to the date Student intends to Vacate, Student shall contact the University Community Assistant to arrange for a Unit inspection prior to Vacating. At the time of Vacate, Student shall have Student's assigned Unit inspected by a University Housing and Residence Life staff member, complete and submit ACR documenting the condition of Student's Unit, and turn in Student's keys. If Student fails to arrange for a Unit inspection by the University, Student may be assessed an additional \$50, which Student agrees is a reasonable approximation of the University's administrative costs.
- D. If Student fails to remove all of Student's personal belongings upon Vacate, the University may consider such belongings abandoned, and it may either sell or dispose of them, or pack and store them at Student's expense. Student acknowledges and agrees that the University shall have no liability for any damage or loss of Student's belongings during packing and storage. Student will be responsible for an additional payment of an amount equal to costs for removal of abandoned property.
- E. If Student's housing account is not paid in full by the time Student Vacates, Student understands and agrees that Student may not be able to register at the University of Washington (all campuses), transfer credits, or graduate until Student's outstanding balance has been paid. The University reserves the right to assess and recover collection agency fees in accordance with RCW 19.16.500, which may be based on a percentage of the debt due, at a maximum of forty percent (40%), in addition to the recovery of any outstanding balance, plus attorney's fees, court costs and any moving and storage costs.

## 14. SEVERABILITY AND CHOICE OF LAW

- A. The provisions of this contract are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this contract shall continue to be valid and enforceable.
- B. This contract shall be governed in all respects by the laws of the State of Washington. The parties agree that any legal action related in any way to this contract shall be brought exclusively in Pierce County Superior Court, Tacoma, Washington.

15. **WAIVER**

- A. Any decision of the University to not declare Student in breach of this Agreement shall not be deemed a waiver of any subsequent default or breach. Any decision of the University to not declare Student in breach of this Agreement or any other waiver on the part of the University shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the University.

16. **ENTIRE AGREEMENT**

- A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. No amendment shall be valid unless it is in writing and signed by the parties.

17. **APPROVAL & SIGNATURE**

**Student's Signature (if the age of 18 or over)**

By signing below, Student is certifying and agreeing to the following: Student has read and understands this Agreement and Student is at least the age of eight-teen (18). This Agreement expresses the complete understanding of the parties and Student consents to its terms and conditions.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Student's Signature (if under the age of 18)**

By signing below, Student is certifying and agreeing to the following: Student has read, understands, and consents to this Agreement. Student has asked Student's parent/guardian to sign this Agreement below and Student hereby consents to the University of Washington releasing Student's records related to Student's occupancy and use of Court 17, as well as information from those records, to Student's parent/guardian who has signed below, for the purpose of Student's parent/guardian fulfilling his or her obligations pursuant to this Agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Parent/Guardian Consent (if student is under the age of 18)**

By signing below, I am certifying and agreeing to the following: I am the parent or guardian of (print student name) \_\_\_\_\_, who is under the age of eighteen (18), and who meets the eligibility criteria for student housing at Court 17. I have read and understand the terms and conditions of this Agreement. As the parent/guardian of the above-named student, I have the legal right to consent to and I do consent to the terms and conditions of this Agreement. I also agree to guarantee and pay for all applicable charges, fees, and debt, as well as perform any and all terms and conditions of this Agreement, should the above-named student fail to abide by or perform the terms and conditions of this Agreement:

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_