Central Washington University

2013-2014

Apartments Reference Guide
Central Washington University

University Housing

and

New Student Programs

2013-2014 CALENDAR

DAILY PLANNING GUIDE

AND

STUDENT CODE OF CONDUCT

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WELCOME WILDCATS!

Welcome to your new home at Central Washington University, and congratulations on joining Central’s family. University Housing and New Student Programs is happy you’re becoming a part of our century-old tradition of residence life. Being a student can be challenging, even a little scary at times, and we’re giving you this resource guide to help you achieve a balanced life at Central.

At CWU, you have the opportunity to meet new people and develop friendships with fellow students who come to us with many different backgrounds. Our staff is here to help enhance your classroom experience and meet your needs by bringing students together, building strong communities, and providing quality services.

This handbook will help you become familiar with your new home and campus, and show you how our programs and services work. Refer to your new “Life in Balance” guide for facilities and services available to you both on and off campus. Follow these tips to a successful year at Central:

• Know your handbook so future problems can be avoided.
• Respect others in your living environment.
• Get involved in your living environment and on campus.
• Talk to us. Share your thoughts and feelings with us so we can better serve you.

Thanks, and welcome to CWU.

Sincerely,

University Housing and New Student Programs
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<td>SEXUAL HARASSMENT</td>
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<td>Coordinator for Student Conduct</td>
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<td>STUDENT FINANCIAL AID</td>
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<td>STUDENT INFORMATION</td>
<td>Associate Dean for Student Life</td>
<td>Bouillon Hall 204</td>
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<td>STUDENT NEWSPAPER</td>
<td>Observer</td>
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<td>Dean of Student Success</td>
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<td>Teacher Education Programs</td>
<td>Black Hall 101</td>
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<td>STUDENT UNION AND RECREATION CENTER</td>
<td>Student Union</td>
<td>SURC 263</td>
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<td>TOPIC</td>
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<td>Office of International Studies and Programs</td>
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<td>Continuing Education</td>
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<td>TEACHER CERTIFICATION</td>
<td>Certification Office</td>
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<td>Testing Services</td>
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<td>Office of the Registrar</td>
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<td>UNIVERSITY STORE</td>
<td>Wildcat Shop</td>
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<td>VETERANS AFFAIRS</td>
<td>Veterans Center</td>
<td>Bouillon Hall 206K</td>
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</table>
IMPORTANT APARTMENT PHONE NUMBERS

For all emergencies—fire, police, ambulance 911
For non-emergency police response 509-925-8534
Poison Control Center 1-800-732-6985
Emotional crisis and all local resources 509-925-4168
Kittitas Valley Community Hospital 509-962-9841

CONTACTS FOR APARTMENT COMPLEX COORDINATOR
AND APARTMENT MANAGERS:

Anderson 509-963-7111
Brooklane Village (apartment complex coordinator) 509-963-7041
Getz-Short (under renovation)
Student Village 509-963-8603
Wahle 509-963-9040
University Housing 509-963-1831
New Student Programs 509-963-2735
Apartment complex coordinator 509-963-7041
Maintenance concerns 509-963-3000
Apartment manager on call 509-201-6112

(On-call apartment managers are on call ALL hours and days that the University Housing and New Student Programs office is not open, including holidays. They handle complaints, emergencies, lockouts, and any apartment concerns.)

HANDBOOK

Please read this handbook carefully. Your signature on the lease affirms that you, your guests, and everyone residing in the apartment agree to abide by and support the rules, regulations, and policies as set forth by Central Washington University in the terms and conditions of the lease agreement and this handbook. Violations of these policies may result in judicial action in accordance with the CWU Student Judicial Code. The university reserves the right to terminate any lease agreement if the lessee, a guest, or anyone residing in the apartment violates the rules, regulations, or stipulations of the lease agreement and handbook.

RESPONSIBLE FREEDOM

The concept of responsible freedom helps tenants understand their personal responsibility for making the living environment one which meets their needs. Citizens of Central Washington University have the responsibility to protect their rights and freedom.
Responsible freedom is a continuing educational process that requires each member’s participation. It is the willingness of people (both offender and offended) to accept the process which builds harmonious and supportive environments at Central.

At the foundation of Responsible Freedom, community members must:
- Exercise self-control
- Respect the rights of others
- Accept the consequences of inappropriate behavior
- Be assertive and confront one another respectfully when necessary
- Become invested in the community instead of relying heavily on the apartment manager
- Be persistent in pursuing a supportive community in which to live

Some of the most common situations in which apartment tenants are asked to exercise responsible freedom include:
- Noise and music (particularly during the quiet hours of 10 p.m. to 7 a.m.)
- Smoking
- Sexual harassment
- Underage consumption of alcohol
- Overseeing family members or guests’ responsibility for following policies and procedures as outlined in this handbook

In apartment living at Central, we strive for supportive communities where tenants live with mutual bonds of caring, trust, openness, and respect. Within these communities, people care about the growth and development of fellow students and share a mutual respect for members’ rights, feelings, lifestyles, and personal property. As a community member, tenants are encouraged to seek the positive characteristics of other community members.

The responsibility for maintaining a positive campus community is mostly that of the tenants. You and the other tenants are responsible for your own conduct because it is believed that you are capable of controlling your living environment. However, there are many behavioral expectations, in the form of policies, which have been established. These policies are based on common-sense behavior and a caring attitude toward one’s community members.

**RESOLVING DIFFERENCES**
If you or your peers are unable to resolve a problem, contact the apartment complex coordinator or your apartment manager. He/she will work with you to find a solution. If further mediation or assistance is needed, contact the apartment complex coordinator at 509-963-7041 to determine the next course of action. You may be asked to meet again with the apartment complex coordinator or apartment manager or to write an incident report.
UNIVERSITY HOUSING AND NEW STUDENT PROGRAMS STAFF

University Housing and New Student Programs has a qualified staff that can assist you with your apartment-related needs. Most needs can be handled by calling University Housing at 509-963-1831. Should you need further assistance, the support staff will be able to guide you.

APARTMENT MANAGERS

Apartment managers hold five office hours each week. These specific hours are posted on their apartment doors and occur Sunday through Thursday in the evening. Apartment managers help solve apartment concerns and offer assistance for all aspects of university life. Apartment managers also offer programs and events for the tenants, handle check-in/check-out procedures, and provide assistance for tenants locked out of their apartments.

In addition to regular office hours, an apartment manager will be on call all hours University Housing and New Student Programs is not open. This includes nightly service and 24-hour service on the weekends and holidays.

To contact the apartment manager on call after 5 p.m. about an apartment concern, call 509-201-6112.

The apartment complex coordinator and apartment managers can be reached at the following locations:

- Anderson 509-963-7111 B1
- Brooklane Village 509-963-7041 BLV #I-7
- Getz-Short (under renovation) 509-963-7721 GS #D-5
- Student Village 509-963-8603 SV #C-8
- Wahle 509-963-9040 WA #1

COMMUNITY PROGRAMMERS

Community programmers support programming and community development within an apartment complex. They work closely with the apartment complex coordinator and apartment managers to assess the needs of tenants and facilitate on-going weekly and monthly programming in those areas.

APARTMENT COMPLEX COORDINATOR

The apartment complex coordinator is a full-time professional staff member who works with all of the apartment complexes and is the apartment manager for Brooklane Village. This position supervises the apartment managers and is responsible for the apartment newsletter. The apartment complex coordinator office is located in Brooklane Village #I-7. The telephone number is 509-963-7041.

SPECIAL REQUESTS

All special request letters and suggestions for improvements in the apartments should be addressed to University Housing and New Student Programs. The
address is Central Washington University, 400 East University Way, Ellensburg, WA 98926-7513. Tenants can also send an e-mail to housing@cwu.edu. The telephone number for University Housing is 509-963-1831 or 888-298-4663 (888-CWU-HOME).

APARTMENT ASSIGNMENT

ELIGIBILITY
1) To be eligible for a university apartment at Central Washington University, a lessee must be a student maintaining at least seven-credit hours or five-credit hours for graduate students (unless an exception is approved in writing by the associate dean of student success for student living) or be a contracted faculty/staff member of Central Washington University. However, applications for apartment housing will be accepted from students who plan to attend classes during the dates indicated on their application but who have not yet been officially accepted for admission. Students must provide proof of academic acceptance to Central Washington University prior to taking occupancy.

2) Students are encouraged to be working toward an academic degree. Students with more than 220 undergraduate credits without a degree will not be eligible to remain in a university apartment without permission from the associate dean of student success for student living. Requests for an extension must be in writing, and tenants must inform the associate dean of an academic plan.

3) Family apartments are rented to students with families, married students (must provide a copy of marriage certificate), and new faculty or staff from outside the immediate area. Single students over 21 years of age may also apply for family apartments on a space-available basis. Priority for family housing is given to students with children; eligibility for an apartment may depend on family size. Student families are defined as a student and spouse and/or student with children who are declared legal dependents. Only members of the immediate family unit may reside in the apartment with the registered student. Non-immediate family relatives may not reside in the apartment without prior written approval from the associate dean of student success for student living or his/her designee. Unmarried mixed-gender student housing options are not available.

4) Single-student apartments are rented to single students who have completed one academic year of college or are 20 years of age or older and enrolled as a CWU student with seven or more credit hours per quarter. The standard occupancy in an apartment is: Studio - one person; one bedroom - one person; two bedroom - two persons; and three bedroom - three persons. One person may be added to each type of apartment listed above for an additional $100 per month for utility consumption and normal wear and tear. Mixed-gender single student housing options are not available.
5) Summer Policy: Leaseholders not enrolled for summer session may enjoy the summer in university-owned apartments as long as they are pre-enrolled as full-time students for the following fall quarter. All applicable lease and rental conditions apply.

6) When a lessee no longer meets ELIGIBILITY requirements to live in a university apartment, he/she must give proper written notice to vacate and move out within 30 days. NOTE: If the vacating lessee does not move as indicated in the notice, he/she may be held responsible for any or all temporary housing costs for a new tenant until the new tenant moves into the apartment. Any requests for exceptions to this policy should be made in writing, in accordance with WAC 106-124-011, “Financial Obligations of Students - Appeal Procedure.”

REFUSAL OF AN APPLICATION

CWU reserves the right to refuse an application for apartment living from a former tenant of either the university residence halls or apartments when any of the following conditions apply:

1) The eviction process has been formally initiated for a violation of a provision of the apartment lease or residence hall contract.

2) Past university disciplinary action or criminal action has demonstrated that the applicant does not respect the terms of the lease or guide.

3) There is unpaid rent/damage/etc., from a previous tenancy.

4) There has been falsification of an application or other documents related to the apartment lease by the lessee (applicant), spouse of lessee, or roommate(s).

ASSIGNMENT PROCEDURE

1) Apartment assignments are determined by the application date, availability of appropriate apartment (according to family size and ages of children), and waiting-list placement. If the unit will be available in less than 30 days, telephone or e-mail contact will be made with the applicant.

2) Upon receiving assignment notification, the applicant must pay an additional $100 deposit for a total of $200, or make the entire $200 deposit payment prior to signing the apartment lease agreement. The first month’s rent is due at the time of signing the lease agreement.

3) A damage deposit for an apartment is $200. Upon vacating, the deposit will be refunded, minus the costs for damages and/or cleaning. Any damages, cleaning, and outstanding charges in addition to the $200 deposit will be applied to the student’s account.
4) The apartment lease is based on a month-to-month rental agreement. Rental payments are due the first business day of each month. A $50 late charge may be assessed for delinquent payment on the 10th of the month or first business day following the 10th. When a tenant moves in during the month, rent is pro-rated to the date of occupancy, and full rent for the following month is due on the first day of the following month.

5) The lessee is responsible for making sure all names of legal dependents or roommates appear on the lease agreement. When a dependent or roommate leaves and/or a dependent or roommate is added, a new lease must be signed and all damages to date must be cleared. Changes in family status must be immediately reported in writing to University Housing and New Student Programs.

6) If an apartment is offered and the applicant does not wish to take that apartment because of the time frame or other circumstances, the next person on the waiting list will be contacted. If requested, an applicant may remain on the waiting list and will be notified when another apartment is available. After the student has received two offers of an apartment, his/her name is put at the bottom of the list.

7) When transferring from the CWU residence halls to the CWU apartments, students must follow all the steps of checking out (see the Residence Hall Handbook). Charges will continue to be billed to the student account until the student has checked out properly. One hundred dollars per each quarter will not be refunded from the dining debit dollars. This money will remain on the student’s Connection Card and can be used in the dining halls at anytime before the end of the spring quarter.

8) If a student cancels after accepting an apartment assignment, there is a $100 cancellation fee.

CHECK-IN PROCEDURE
Upon moving in, the tenant will be issued keys by the apartment manager. The tenant will make a thorough inventory/inspection of the apartment with an apartment manager noting any problems (i.e. scratches on floors, damaged furniture or appliances, missing screens, etc.) on the provided inventory form.

WHEN A ROOMMATE MOVES OUT
1) When one person moves out of an apartment, the remaining roommate(s) will be responsible for the entire rent payment. The rent will be divided equally among the remaining tenants. If only one person is remaining, he/she will be responsible for the entire amount of the rent payment.

2) It is the responsibility of the person moving out to inform the other roommate(s) of his/her departure. The people staying will have 30 days to find additional roommates and have them sign a contract with University Housing and New Student Programs before rent increases. The 30 days
starts the same day the vacating notice is received at University Housing and New Student Programs. University Housing and New Student Programs will not assign roommates to apartments and assumes no responsibility in one’s roommate selection process. New roommates must meet the eligibility requirements listed above but do not have to go through the waiting list process. To assist tenants, University Housing and New Student Programs maintains a roommate binder in Button Hall. The binder has lists of students looking for roommates and those wanting to be roommates.

MOVING TO ANOTHER APARTMENT
Moving to another apartment will not be allowed under normal circumstances because of additional administration, maintenance, and cleaning costs. To be eligible to be on the wait list to move to another apartment, you are required to live in your current apartment for six consecutive months. An additional $100 is required to be put on the wait list. If your status changes, your family size increases, or you feel you have a special reason to request a transfer, submit a written request to the associate dean of student success at Button Hall.

PAYMENTS

1) All payments for rent, deposits, or fines must be made through the Cashiers Office located on the first floor of Barge Hall. All charges will be noted on the student account and failure to pay will result in a financial hold placed on the account. This will prevent the student from registering for classes and receiving transcript information and/or his/her diploma. Payments cannot be made to apartment managers or Button Hall staff.

2) Financial aid can be applied to rent. Financial aid awards are given on a quarterly basis, but rent is charged on a monthly basis. Financial aid awards will be applied to only the current month and any money above that will be issued to the student in a check form. The student can request financial aid to pay for all of the months in the quarter by completing a financial aid request form in Button Hall and must have sufficient financial aid to cover all of the months within the quarter. This option is available in fall, winter, and spring quarter. Some students who do not do this struggle at the end of the quarter to make their rent payments.

3) The first month’s rent and deposit are due prior to taking occupancy. Rent is due by the first of each month. If payment is not made by the 10th, a late charge of $50 will be assessed. If payment is not made by the 25th, the eviction process will be started, and the tenant will be assessed an additional $50 administration fee. Delinquent accounts that are consistently paid late could result in the cancellation of the lease agreement and assessment of appropriate fees.
CHECK-OUT PROCEDURES

Tenants need to submit written 30-day notice of their intent to vacate their university apartment to University Housing and New Student Programs as required in the lease agreement. Please request a vacating notice from University Housing and New Student Programs or submit a signed letter with the following information: name, apartment address, telephone number, planned move-out date, and forwarding address. Written notice must be given at least 30 days in advance of the move-out date. Tenants are required to inform their roommates of their vacating notice date. When a tenant submits a Notice-to-Vacate form, the move-out date on the form is used by University Housing and New Student Programs to assign that apartment to the next tenant on the waiting list. If the tenant vacates before the date given, he/she will be liable for rent to the date given on the Notice-to-Vacate form unless a new tenant assumes the unit. If the tenant vacates after the date given, he/she is liable for the 30-day period following the actual move-out date or until a new tenant assumes the unit. The tenant may also be liable for costs associated with providing temporary housing for the next tenant.

There is a $200 cancellation fee when a tenant vacates an apartment prior to completing six months residency unless officially withdrawing from the university.

Tenants need to schedule a check-out appointment with the apartment manager at least three days before the move-out date. Prior to the check-out appointment, empty the apartment of all personal belongings and thoroughly clean the unit. As you clean, use the following guidelines.

Examples for which charges are usually assessed at check-out time:

• Damage beyond normal wear and tear (can be caused by decorating)
• Labor costs that result from cleaning apartments that are not cleaned sufficiently when tenant vacates
• Large or excessive nail holes
• Burns or burn holes of any kind
• Scarred and/or broken furniture
• Excessive damage to walls, wood, doors, etc.
• Cost of any repair or replacement resulting from damage
• Removal and/or storage of discarded furniture

It is the tenant’s responsibility to discontinue utility services such as premium cable television and/or telephone service if you have arranged for these services.

The tenant needs to leave his/her forwarding address on the appropriate section of the check-out form, and file a change of address with the U.S. Postal Service. Return all keys directly to the apartment manager at check-out time. Do not
turn in keys to a box or leave unattended in the vacated apartment. If the keys are not returned at that time, the apartment will be re-keyed at the tenant’s expense.

Tenants who check out improperly could forfeit some or all of their damage deposit and be assessed a $50 charge. If the tenant schedules a check-out time with the apartment manager and is unprepared at the scheduled time, he/she will be charged $50 for an improper check out. If the tenant is not present for the check-out, the findings of University Housing and New Student Programs will prevail.

CLEANING PROCEDURES
• Clean oven, including broiler pan, racks, burners, underneath burners, and rings around burners. Pull the stove away from the wall or counter and be sure the sides and back of the stove are clean, as well as the floor underneath. Clean the vent, hood, broiler pan, and bottom drawer of the stove. For apartments with self-cleaning or continuous-cleaning ovens, do not use an aerosol oven cleaner because it will damage the oven, and you will be charged for the repair and/or replacement cost. Please use the self-cleaning setting on the oven.

• Clean the outside and inside of all kitchen cabinets, shelves, and drawers, taking care to remove accumulated food particles.

• Defrost refrigerator/freezer (if applicable), and clean the inside, top, and sides of the appliance. Pull the refrigerator away from the wall or counter, and clean the floor underneath. Be sure that all original shelves and trays are cleaned and replaced in the refrigerator. Remove excess water, and leave the refrigerator on a low setting. Do not unplug the refrigerator.

• Do not use any sharp instruments such as forks, kitchen knives, or screwdrivers to defrost the freezer compartment. Damage caused to the appliance, by using sharp instruments to defrost, will be charged to the tenant. Setting pans of hot water in the freezer compartment for short periods of time will speed up the defrosting process.

• Clean the kitchen sink thoroughly. Do not use a steel wool pad. A liquid cleaner such as 409 or Soft Scrub is recommended. Be sure the area under the sink is cleaned.

• Clean all walls and woodwork. Clean smudges, food particles, and fingerprints off walls, woodwork, doors, light switches, wall plugs, window ledges, and doorjambs.

• Clean surfaces of chairs, tables, desks, chests, etc., and clean inside of drawers, desks, and chests.
• Clean inside and outside of light fixtures. Remove insects and dust in globes. All light bulbs must be in working order.

• Thoroughly clean the bathroom, including tub, toilet, basin, and medicine cabinet, as well as the area under the sink and around the toilet. Remove soap build up from the shower walls, soap dishes, and around sink and shower faucets. Do not use an abrasive-type cleaner (scouring powder such as Comet or Ajax) on fiberglass tub units because it removes the gel coating surface. Use a liquid cleaning product such as 409 or Soft Scrub.

• Clean inside and outside of windows in all rooms (if accessible) including window ledges and tracks. This does not include the outside windows of upstairs rooms.

• Clean cobwebs from around outside of doors and windows. Wash interior and exterior of the front door. Be sure to pick up litter around the outside of the apartment and re-check the apartment and outside-storage closet for personal belongings.

• Mop and rinse all uncarpeted floors, but please do not wax the floors.

• Do not wash the drapes. University Housing and New Student Programs allows three hours of cleaning time, at no charge, in each apartment to wash the drapes and wax the floors. Additional cleaning time is charged at $45 per hour to the lessee.

CHECK-OUT POLICIES FOR OCCUPIED APARTMENTS

POLICY: A vacating tenant’s bedroom(s) and the apartment’s common areas must meet University Housing and New Student Programs standards as described below. In addition, the apartment must pass a staff inspection for damages and cleanliness prior to the new tenant’s ability to check into the apartment.

All tenants, vacating or remaining, are responsible for cleaning and maintaining the apartment’s common areas at a level that meets health and safety standards. Common areas include the kitchen, living room, bathroom, hallways, and entryway.

PROCEDURE: When tenants properly check out with the apartment manager, an inspection will be conducted by the apartment manager to ensure that the bedroom(s) and the common areas are clean, safe, and in working condition before new tenants will be allowed to check into the apartment.

The apartment manager may determine that due to excessive damage or below-standard cleanliness, the apartment is unfit for a new tenant(s) to move in and that the apartment requires further inspection by a University Housing and New Student Programs official. The remaining tenant(s) will have five
business days from the date of the vacating tenant’s check-out date to take corrective action. The check-in date scheduled will be on hold until the apartment meets University Housing and New Student Programs approval. The new tenant(s) moving in will be informed by a University Housing and New Student Programs official if their check-in date is changed.

A University Housing and New Student Programs official will re-inspect the apartment, and if the common areas or vacant bedroom(s) remains unfit for another tenant to occupy, the University Housing and New Student Programs official will determine a course of action and/or consequences as described below. Throughout the inspection process, University Housing and New Student Programs officials will communicate with the remaining tenant by phone or in writing via mail, e-mail, or a note left in the apartment.

NEW TENANT CHECK-IN PROCESS:
1) Common areas and vacant bedroom(s) meet University Housing and New Student Programs standards as described below.
2) New tenant has contacted University Housing and New Student Programs to complete a Housing Contract.
3) New tenant has scheduled a check-in appointment with the apartment manager.

FAILURE TO COMPLY: If tenants refuse to clean and maintain the common areas to the satisfaction of University Housing and New Student Programs staff, they will be subject to the following consequences:

Vacating Tenant
• A vacating tenant may lose all or part of his/her housing deposit for damages and/or lack of cleanliness in the common areas and vacant bedroom(s). If the amount exceeds the housing deposit, additional fees may be charged to the student’s account.
• A vacating tenant may be referred to a university conduct officer for failure to comply with University Housing and New Student Programs policies.
• If the remaining tenant(s) is required to move because the apartment does not meet health and safety standards, all costs associated with that move may be divided among all of the vacating and remaining tenant(s).

Remaining Tenant(s)
• Remaining tenant(s) may be billed for common area damages and/or lack of cleanliness. Charges may be divided among all of the vacating and remaining tenants.
• In addition, the remaining tenant(s) will be responsible for the entire rental payment, beginning on the date the vacating tenant(s) properly checked out through the date that the common areas meet University Housing and New Student Programs standards. When the new tenant(s) has been given approval to complete the check-in process, rent will be divided among all of the tenants occupying the apartment effective on the new tenant’s contract date.
If health issues, safety issues, and/or damages are extensive, the remaining tenant(s) may be required to either move to another apartment or be evicted from University Housing and New Student Programs. The costs incurred for a move to another apartment or residence hall may be the responsibility of the remaining and/or vacating tenant(s).

The remaining tenant(s) will also be referred to a university conduct officer for failure to comply with University Housing and New Student Programs policies.

STANDARDS REQUIRED FOR APARTMENT COMMON AREAS

Kitchen:
- Stove - Free of excessive grime inside oven, in burner drip pans, under range top, and on exhaust fan grill.
- Refrigerator/Freezer - Free of damage and mold or grime that could pose health and/or safety violations. All shelves/drawers in place and in working order and ice cube trays in good condition.
- Cupboards - All shelves must be in place and free of damage. Cabinet beneath the sink will be visually inspected for plumbing leaks.

Living Room:
- Floors - Carpet and linoleum must be free of damage and/or excessive dirt or grime.

Bathroom:
- Sink, Toilet, and Bathtub - Free of excessive mold/grime.

Hallways:
- Walls - Free of excessive damage (no self-repairs allowed).
- Floor - Carpet and linoleum must be free of damage and/or excessive dirt or grime.
- Cupboards/Closets - All shelves must be in place and free of damage.

Entryway:
- Door - Screen and/or entrance doors must be present, free from damage, and in good working order.
- Landing - Free of personal belongings and/or trash that could pose health/safety or fire hazards.

Bedrooms:
The vacating tenant(s) is responsible for the cleanliness and upkeep of the bedroom he/she occupied. University Housing and New Student Programs staff will conduct a cursory, visual check of the remaining, occupied bedroom(s) to verify that the carpet, walls, and closet doors have been maintained to the satisfaction of University Housing and New Student Programs staff. No dresser drawers or other personal belongings will be inspected in the remaining, occupied bedrooms.
APPEALS
A student may appeal move-out charges in writing to the facilities manager or his/her designee. Appeals requested more than 10 days after moving out will not be heard. (Check Appeals on page 29, item 23.)

LEASE TERMINATION
By the University
The university may be forced to terminate a tenant’s lease and occupancy under any one or more of the following conditions:
• Failure to pay rent
• Failure of lessee or any roommate to maintain tenant eligibility
• Failure by lessee or any roommate to abide by rules and regulations in the lease agreement and apartment handbook
• Failure by lessee or roommate to abide by university rules and regulations
• Lessee or roommate disturbs or fails to get along with other tenants
• Falsification of application or other documents related to lease agreement

By the Lessee
As a lessee, you may terminate a lease for any reason by giving 30 days written notice delivered to University Housing and New Student Programs. For your convenience, apartment Notice-to-Vacate forms are available in the University Housing and New Student Programs office. If you terminate your lease and wish to return to university-owned apartments, you must submit a new apartment application and $100 to the Cashiers Office in Barge Hall, room 104.

APARTMENT CONTRACT
Should actual availability of the unit change after you have signed the contract, appropriate adjustments will be made in the following month’s rent.

INSTRUCTIONS:
This contract is contingent upon the applicant’s academic admission to Central Washington University. Hereafter, you the applicant and future student, will be referred to as the “Student,” and Central Washington University will be referred to as the “University.”

1. Term of Agreement
   a. The term of this contract shall be indefinite, month-to-month for as long as the Student wishes to remain, fulfills the terms of the contract, and remains eligible for University Housing. The Student remains eligible as long as he/she remains enrolled as a full-time Student with a minimum academic load of seven credit hours each quarter at the University. Summer Session and correspondence courses are excluded. Summer
occupancy is contingent on registration for the following fall regular session as a full-time Student. [A Student may take over responsibility for an apartment by signing a new contract, if she/he has been a roommate for one full academic quarter (not including summer), has an apartment application on file, and is a registered Student.] All exceptions to eligibility requirements must be appealed and approved in writing to the associate dean of student success for student living.

b. If transferring from a CWU Residence Hall, the “term” remains the same as specified in the Residence Hall Contract. All other conditions above remain in effect.

2. Rent Payment/Deposit
   a. Rent is due and payable on the FIRST OF EACH MONTH at the Cashiers Office. Rent for a partial month of occupancy will be prorated for every day of occupancy. Late payments are subject to a $50 late charge. The University has a policy of applying all payments to the oldest outstanding charge on the Student’s account. Should the Student make a rent payment when there are older outstanding bills on their account, the payment will be applied to these older charges, and the rent will remain unpaid. If an additional payment is not made to bring the account up-to-date prior to the rent due date, the Student will be assessed a late fee.

3. Loss and Damage of Property: The University will not be responsible for the loss of any Student property due to theft, vandalism, fire, earthquake, or any other act NOT caused by the direct and sole negligence of the University. Students are strongly encouraged to purchase property insurance from their personal insurance company.

4. Rate Increase: The rate for the academic years as listed in this contract may be increased by no more than five percent within the fiscal year for emergency purposes by directive authorized by the University’s Board of Trustees. All other rent increases will coincide with the academic calendar, be approved in the normal budget process, and go into effect on July 1. Should a Student have a lapse in full-time Student status, rent will be increased to the non-student rate effective the first of the month following the lapse in the Student status.

5. University Entry: The University reserves the right to have authorized personnel enter any unit for the purpose of inspection, repairs and/or other official business.

6. Assignment: The University reserves the right to reassign individuals to a different unit at any time in the event such reassignment is deemed necessary by the University.
7. Pets: Students are NOT permitted to house cats, dogs, or any other animals, with the exception of aquarium-bound fish. Residents with illegal pets are subject to eviction and a $500 fine.

8. Firearms Policy (WAC 106-124-700): No person shall have in possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument on University-owned or leased property. Violators of this law shall be subject to appropriate disciplinary or legal action including possible termination of the violator’s housing contract or lease. Exceptions to the firearms policy are noted in WAC 106-124-700.

9. Unlawful Practices: The Student agrees not to permit anything to be done upon University property that is contrary to any law of the State of Washington or the City of Ellensburg.

10. Reassignment Space: The premises are to be used solely for residential purposes of those assigned by the University. Those assigned to the premises by the University may not assign or sublet the whole or any part of the premises or this contract, and may not allow others to reside in the premises on an extended and/or permanent basis without the express written permission of the University. Failure to comply will result in a $500 fine and is deemed a breach, which may result in termination of the contract.

11. Alterations: Students must secure written permission from the University before altering any portion of the apartment or University-owned equipment or furnishings. University-owned furniture or appliances may not be removed from the assigned unit without written permission.

12. Services Provided: The University shall furnish electricity, heat, water, sewer, refuse services, FM-TV cable service, and local telephone service. Local telephone service is not provided in Brooklane. The Student must provide the telephone instrument. The Student must provide cable connection from the wall to the TV/FM receiver unit. The University shall have the right to temporarily interrupt such utilities or services when necessary because of accident, emergency, repairs, alterations, or improvements, which, in the judgment of the University, are deemed necessary or desirable. No reduction or waiver of rent or other compensations may be claimed by the Student, nor shall this contract or any of the obligations of the Student be affected or reduced by such interruption.

13. Departure Agreement: The Student agrees that at the end of the term for this lease, the unit will be vacated in good condition, excepting reasonable wear and tear as determined by the University. Upon termination, all personal belongings of the Student will be removed from the premises. It is agreed that in the event the personal belongings are not removed, they will
be presumed abandoned and will become the property of the University, and will be disposed of accordingly. Removal of abandoned property will be subject to a fee determined by the Facilities Manager during the inspection process.

14. Student Maintenance: The Student agrees to keep the residence, including the sidewalks and stairways adjacent to, in a clean and sanitary condition, and to comply with the laws and ordinances relating to sanitary conditions. The Student agrees, at the Student’s own expense, to keep all drainage pipes free and open, and to protect water, heating, and all other pipes, so they will not freeze or become clogged.

15. Waste and Injury to Premise: The Student agrees not to commit or permit waste, damage, or injury to the property or appurtenances, and to keep the ground upon which the property is situated in good order, and not to let or permit any rubbish to be deposited or accumulated. At the request of the University, the Student shall be required to remove at their sole expense, anything in or about the premises, which is determined by the University to create an unacceptable hazard to person or property.

16. Waiver of Breaches: The failure of the University to exercise any right or remedy available to the University as a result of the Student’s breach of any of the terms, covenants, or conditions of this contract shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this contract required to be performed by the Student and no breach thereof shall be waived, altered, or modified except upon express written permission of the University. The receipt of payment by the University, with the knowledge of the breach of any terms, covenants, or conditions of this contract, shall not be deemed a waiver of such breach.

17. Cumulative Remedies: The specified remedies used by the University under the terms of this contract are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the University may be lawfully entitled in case of any breach or threatened breach by the Student of any provision of this contract.

18. Student Damage: Each Student is personally responsible and liable for the cost of cleaning, replacement, or repair to the structure in which they are housed and all damages to (except for reasonable wear and tear as determined by the University) or losses of any University property furnished under this contract.

19. Expulsion or Salary Deduction: Failure to satisfy any financial obligations incurred in accordance with the terms and conditions of this contract may (together with all attorney’s fees and other costs and charges necessary for the collection of any amount not paid when due) result in action by the
University to withhold admission to or registration with the University, the conferring of degrees and issuance of transcripts and/or grade reports, pursuant to WAC 106-124-010 and WAC 1060124-011, and in the case of employees of the University, the deduction of such financial obligation from wages pursuant to the salary deduction policy of the University.

20. Termination of Contract: The Student may terminate this lease by giving written notice to the University Housing and New Student Programs by signing a vacating notice, delivered by mail, other delivery, or by delivery in person 30 days prior to vacating the unit. Likewise, this lease may be terminated by the University upon providing a written 20-day prior notice by mail, in person, or other delivery. Once the notice of termination has been given, failure to leave as indicated makes the Student subject to all costs associated with the delay. This includes but is not limited to costs for eviction and costs to provide temporary housing for the next resident assigned to the unit in question. Extenuating circumstances: If termination of the contract is sought at any time because of extenuating circumstances, the Student must request in writing to be released from the lease agreement and, at the University’s sole discretion, may be held responsible for rent to the end of the lease term.

21. Showing of Unit: The University shall have the right to show the unit to successor residents during regular business hours and with advance notice anytime after notice of intention to vacate has been given.

22. Other Terms: The Student hereby acknowledges that these premises are a portion of housing facilities being operated by the University and it is agreed that any and all existing or future regulations of the University that are applicable to this housing project in general shall be binding upon the Student and that Student will comply with the terms thereof, including, but not limited to the policies established in the University’s “Apartment Guide” which is hereby incorporated by reference and made part of this contract.

23. Appeals: Students may appeal all damage charges and late fees if they do so within 10 working days of the billing for these charges and fees. To appeal, simply state your objections, in writing, and mail or deliver it to the senior director of Housing and New Student Programs, Central Washington University, 400 E. University Way, Ellensburg, WA 98926-7513. Appeals are first heard by an appeals officer and, if further appeal is desirable, through an Appeals Board. Decisions of the Appeals Board are final. Damages and fees assessed by the Appeals Board are due and payable immediately.

24. Discrimination: Central Washington University is an AA/EEO/Title IX Institution. CWU’s policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment
without regard to their race, color, religion, creed, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as protected veterans. Central Washington University complies with all applicable federal, state, and local laws, regulations and executive orders. Direct related inquiries to the Office for Equal Opportunity, Barge Hall, room 211, Ellensburg, WA 98926-7497; Telephone 509-963-2205; or sending an e-mail to oeo@cwu.edu. Persons of disability may request this material in alternative format or make arrangements for reasonable accommodations by calling the Office of Housing and New Student Programs at 509-963-1831 or by leaving a message on TDD 509-963-3323.

25. CWU Staff Only: The term of this Agreement for the Lessee shall not exceed one calendar year from the beginning date of this Lease and Rental Agreement, or the initial Lease and Rental Agreement in the event this is a subsequent lease agreement. During the term of the lease, the Lessee shall be a full-time employee of Central Washington University. The Lessee must have a contract with Central Washington University as a member of the faculty, as holding an administrative exempt position or occupying a classified staff position for the calendar year. In the event Lessee fails to meet the requirements of employment by Central Washington University, the Lessee must vacate the premises by giving a 30-day notice.

APARTMENT GENERAL INFORMATION

CHILD ABUSE/DOMESTIC VIOLENCE
Tenants are encouraged to notify Public Safety and Police Services and the proper local and state authorities in cases of child abuse and domestic violence. University Housing and New Student Programs, along with Public Safety and Police Services, will investigate cases of perceived child abuse, neglect, or domestic violence. When necessary, cases will be referred to proper local and state agencies.

CHILDREN
It is the parent’s responsibility to guide, direct, watch, and discipline their own children. If problems arise with children in the apartment complex, please talk directly with the parent(s). If disputes or problems continue, please contact the apartment manager or apartment complex coordinator.

The tenant is responsible for the actions of children who occupy his/her apartment. Children must be properly supervised at all times. Neglect of parental responsibility may result in eviction. The tenant shall be financially responsible for the actions of the children. Improper conduct of a child could result in cancellation of the lease agreement.

FAMILY COMPLEXES
A family is a married couple, a couple with children, or a single parent/guardian with children.
1. Students with families are no different from any other students in that their primary goal is to succeed in their studies. Their challenge is having additional responsibilities of caring for children and finding time to balance all this with their studies. Noise that wakes up children or distracts from limited study time tends to be the greatest problem. In general, family apartments are very quiet and are not an environment for single students who enjoy hosting parties or loud events during the evening hours. Walls are thin and even several guests talking late or a moderate level of music can wake a sleeping baby. In family apartment complexes, single students may experience noise of children playing during the day. However, it is expected that the noise quiets around 8 p.m. when many children are going to bed.

2. Because single students have read and agreed to live in the CWU family apartments, behavior that is disruptive to this environment will not be tolerated. Families and individuals are expected to work out their differences as outlined in our Responsible Freedom policy. Any differences that cannot be settled or continued disruptive behavior will be handled by a conduct meeting with the apartment complex coordinator.

3. Apartment tenants need to make their guests aware of the apartment policies. Visitors can be a concern for a number of reasons. Some common complaints about visitors are:
   • Speeding
   • Drivers of vehicles not being careful around children playing or riding their bikes in the parking lots
   • Car horns sounding when pulling up to pick up tenants or loud car stereos
   • Cigarette butts being flicked on the grounds in community areas or where toddlers play
   • Drinking outside or in public areas
   • Swearing in the presence of children
   • Disturbing noise late in the evening

4. Students are encouraged to introduce themselves to their neighbors. Inquire about quiet times and work at building respect in the complex. Many great and lasting friendships have started this way.

INSURANCE, PERSONAL DAMAGES, AND/OR LOSS LIABILITIES
The university encourages tenants to carry renter’s insurance. The university is not liable for theft or damage to personal property and does not assume any liability for personal injury resulting from earthquakes, explosion, fire, or mechanical failure of the water, gas, or electrical systems, water damage, or for negligence by occupants of the buildings. For protection from possible losses or personal injury, the tenant should carry renter’s insurance. Renter’s insurance for personal property may be purchased privately or through a vendor contracted by University Housing and New Student Programs. Personal possessions should also be marked and engraved with names and student
identification numbers. Liability insurance may be purchased at most local insurance companies.

MAILBOXES
Mailboxes are for use by registered and approved tenants only. The post office delivers mail once daily, Monday through Friday, excluding holidays. Mail is distributed more efficiently when properly addressed. The following are the approved addresses for the university apartment complexes:

- **Anderson** 1301 Chestnut St. #_____ Ellensburg, WA 98926-7643
- **Brooklane Village** 1900 Brooklane St. #_____ Ellensburg, WA 98926-2270
- **Getz-Short** 702 N. Ruby St. #_____ Ellensburg, WA 98926-2981
- **Student Village** 1501 N. Alder St. #_____ Ellensburg, WA 98926-2673
- **Wahle** 1601 N. Walnut St. #_____ Ellensburg, WA 98926-2559

Remember, before vacating, submit a change-of-address form to the local postmaster.

PUBLIC SAFETY AND POLICE SERVICES
The Department of Public Safety and Police Services is responsible for reporting crime statistics in compliance with the “Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.” Central’s annual security report is available at [www.cwu.edu/police](http://www.cwu.edu/police). It contains information regarding crime prevention programs, the law enforcement authority of the University Police, policies concerning the reporting of crime, crime statistics for the most recent three-year period, and other information about security that is required by law. A paper copy of the information is also available upon request by writing to: Central Washington University Police, 400 E. University Way, Ellensburg, WA 98926-7527.

APARTMENT GROUNDS, MAINTENANCE, AND SAFETY

AIR CONDITIONING UNITS
Tenant(s) living in university-owned apartments may purchase a portable free-standing air conditioning unit for their apartment, provided the unit meets the specifications required by the university and is approved by University Housing. University Housing has a list of those specifications for your review. University maintenance staff must professionally install all air-conditioning units and a $100 installation fee will be assessed to the student’s account. There is also a $60 flat rate charged per year for utilities (no partial years). Only one air conditioning unit is allowed in each apartment and no air conditioning units can be installed in bedroom windows.

If a tenant moves to a different apartment, an additional installation fee will be imposed when the student requests to move the air conditioner. **All students in the apartment must complete an Air Conditioning Request form with University Housing before being approved.** The installation and utility fees will be charged to the student’s account. University Housing and New Student
Programs reserves the right to deny installation of units that are considered unsafe. Tenants should not purchase units that do not meet the required specifications. Call University Housing and New Student Programs at 509-963-1831 to make an appointment for installation.

**ASBESTOS INFORMATION**
Textured ceilings contain a small amount of asbestos material. The ceiling materials have been thoroughly and effectively encapsulated by application of paint. If it is disturbed (scratched or gouged) the fibers can be released and may become hazardous. It is important that you do not damage or disturb the ceiling. Failure to adhere to this policy could result in lease termination.

**ANTENNAS**
Outside antennae, cable, aerials, or satellite dishes are not allowed.

**CHARGES AND FINES** (examples of some fines assessed)

<table>
<thead>
<tr>
<th>Damage Description</th>
<th>Cost to Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpet damage</td>
<td>Cost to repair</td>
</tr>
<tr>
<td>General tenant damage</td>
<td>Cost to repair</td>
</tr>
<tr>
<td>Failure to leave apartment adequately clean</td>
<td>$45 per hour</td>
</tr>
<tr>
<td>Damage caused by freezing due to heat being shut off or turned down during the winter</td>
<td>Cost to repair</td>
</tr>
<tr>
<td>Moving non-portable furniture</td>
<td>$50 or all costs</td>
</tr>
<tr>
<td>Tampering with fire alarms, smoke detectors, fire extinguishers, or evacuation/exit signs</td>
<td>$100 or all costs</td>
</tr>
<tr>
<td>Failure to utilize proper check-out procedure</td>
<td>$50</td>
</tr>
</tbody>
</table>

**COLD WEATHER PROCEDURE**
When outside temperatures are 30 degrees or lower, set the heat at a comfortable temperature and open the bathroom and kitchen sink cabinets. During severe cold weather (below five degrees) allow the cold-water faucet to drip slightly throughout the day and night. If you plan to be gone during the winter months, leave your heat at a comfortable setting (65 to 70 degrees) and leave the cupboard doors, beneath the kitchen and bathroom sinks, open to allow sufficient warm-air circulation. The cost to repair frozen pipes is the tenant’s responsibility.

**COMMUNITY CENTER**
The Brooklane Village Community Center (BLV #I-7) is available for use on a first come, first serve reservation basis with the apartment complex coordinator. This resource is available free of charge! The space is great for birthday parties, study groups, club meetings, and movie nights. No over-night use is available. Tenants are responsible for the condition of the Community Center after use. No alcohol consumption is allowed in this space. All university polices are enforced when using this facility.

**ENERGY CONSERVATION**
• Control the level of electrical heat. Do not increase the heat and then open windows!
• Do not leave windows open in units with steam or hot-water heat; the units may freeze. Repair costs are high and will be billed to the lessee.
• Keep unnecessary lights turned off.
• Use the suggested size light bulb or smaller (60 watts or less).
• Turn off the television and other appliances when not in use.
• Do not use the oven as a space heater.
• Conserve hot-water use. The hot water tank temperature is preset at 120 degrees.
• Keep all heating units free of dust and debris to keep them operating effectively and economically.

ENTRY OF APARTMENTS BY UNIVERSITY
The university reserves the right to have authorized personnel enter any unit for the purpose of inspection, repairs, and/or other official business. This includes, but is not limited to, the following:
• Suspicion of harm to self or others
• Maintenance, custodial inspections, fire life safety inspections, or emergencies (occupants will be informed that facilities maintenance staff has been present)
• Routine or requested maintenance by tenant or University Housing and New Student Programs staff (occupants will be informed that facilities maintenance staff has been present)
• Search or arrest warrants (University Police only)
• Protection of life, property, or evidence of a crime (University Police only)
• Persistent noise coming from an apartment when occupants are not present

If an authorized person enters an apartment when the tenant is not present, a written note will be left indicating who entered the apartment, when he/she entered, and the reason for entering.

Generally, staff will not enter an apartment to retrieve items for occupants who are not present or for other students who have left personal items in the apartment. Exceptions may be made, but staff will take precautions to protect themselves from possible liability and have the right to refuse such requests. In addition, University Housing and New Student Programs shall have the right to show the unit to successor tenants during regular business hours and with advance notice anytime after notice of intention to vacate has been given.

FIRE AND LIFE SAFETY
University Housing and New Student Programs has a commitment to fire and life safety issues. Inspections for fire safety equipment and a mandatory state inspection of the hot water heaters are done as state law and university policy requires.

A fire extinguisher is located in every apartment; learn where it is located. Never relocate the fire extinguisher. If the extinguisher is used to extinguish a
fire, immediately notify University Housing and New Student Programs, and it will be replaced at no cost.

The university inspects fire extinguishers twice a year, but tenants should periodically inspect the gauge to be certain the fire extinguisher is properly charged. If the needle indicates that it is undercharged or overcharged, call the apartment manager for a replacement.

Barbecue grills and combustible materials such as propane, gasoline, kerosene, and items containing combustible materials (i.e. lanterns) are not permitted inside the apartment (including storage closets/units).

FIRE PROTECTION RESPONSIBILITIES
Adhere to all university fire protection and safety standards listed below:

• DO NOT keep highly flammable materials in the apartment.
• Keep all escape routes (entryways, hallways, or passageways) accessible.
• Do not use any appliances or electrical items that have frayed or damaged electrical wires.
• Keep all papers, boxes, cloth, electrical cords, and furniture at least four inches away from heaters.
• Do not burn candles.
• Do not smoke in the apartment.

SMOKE ALARMS/DETECTORS
Tamper-proof smoke alarms are located on the ceiling/wall in every apartment; learn where they are located. When the alarm is set off, it will make a loud piercing sound. If the alarm beeps intermittently, the batteries need to be replaced. Please notify the apartment complex coordinator or apartment manager as soon as possible. Tampering with smoke detectors may result in disciplinary action, including a fine and/or eviction.

Excessive amounts of smoke from cooking or excessive amounts of steam from the bathroom may activate the smoke alarm. If this occurs, simply ventilate the apartment by opening the doors and windows and turning on the fan. The detector will automatically stop sounding when the smoke or steam is completely removed from the area. A tip is to keep the door shut and fan on while showering. Test the smoke alarm once a month by firmly depressing the button. Also, the smoke alarm has a special feature called FALSE ALARM CONTROL. Pushing the test/hush button reduces sensitivity for up to 15 minutes, minimizing nuisance alarms. Two chirps signal the end of hush mode and then the unit resets to its normal sensitivity.

FIRE ALARM APPARATUS AND FIRE EQUIPMENT ARE FOR EMERGENCIES ONLY!
If a smoke detector is beeping, it is likely the battery needs to be replaced. Contact an apartment manager, University Housing and New Student Programs, or facilities maintenance if a smoke detector is emitting a beeping sound. If batteries are removed without replacement, the tenant is liable for a $50 fine.
PREPARATION IN CASE OF FIRE
Before a fire occurs, the tenant and his/her family should prepare by taking the following steps:

• Know the location and route of escape. A smoke alarm can wake you, but only an escape plan can save you.
• Train family members to recognize the alarm signal and how to respond.

IN CASE OF FIRE
If a fire occurs, please follow the fire safety procedures outlined below.

• Keep your head low and move quickly to the nearest exit. Crawl if you can, so you do not breathe the smoke.
• Touch the door before opening it. Before touching the door handle, cover your hand for protection. Intense heat, deadly smoke, or gas may be on the other side. If the door is not hot, cautiously open it a few inches to check for heat, smoke, or flames on the other side. Keep your head out of the way while first opening the door, and be ready to slam it shut if any heat or smoke rushes in.
• Do not waste time getting dressed, looking for keys, or gathering valuables. Leave the building immediately and stay out.
• Call the Fire Department (911) from a safe telephone (outside of the building), and report the location of the fire. Stay on the telephone until instructed to hang up. Alert other occupants of the building and the apartment complex coordinator or apartment manager.

GARBAGE
Tenants are expected to dispose of their trash and recycling materials in provided containers in the proper areas. Do not leave garbage on stairwells, on porch or patio areas, or areas outside the apartment door. Garbage can attract pests and rodents as well as unpleasant smells for neighbors. Please help keep the areas clean and tidy. The dumping of oil, grease, anti-freeze, and paint in a dumpster or in the parking lots is strictly prohibited. Trash or recycling materials that are disposed of improperly and traceable to an apartment will result in a $50 fine and the cost of cleaning and proper disposal. Large items such as carpets, old or broken furniture, and other large items should not be disposed of in the containers. Please contact University Housing and New Student Programs on how to dispose of these items. Further violations could result in cancellation of the lease agreement.

GARDEN PLOTS/FLOWER BEDS
Tenants are encouraged to help beautify the apartment grounds by planting flowers and garden plots. Flowers need to be planted in specific areas so that they do not interfere with lawn mowing operations. In Brooklane Village, flower beds should not extend past the bottom step. Rocks are not to be used as a border because they cause damage to the lawn mowers and may present a physical hazard if thrown by a mower. The watering, weeding, and maintenance of flower beds are the responsibility of the tenant. Please keep in mind that the
university cannot be held responsible for these plants during routine grounds maintenance.

Community garden plots are available at Brooklane Village each year. Land behind J Court is plowed in early spring. Those wanting space may stake out an area in the field.

GENERAL CLEANLINESS AND SANITATION
The lease requires that tenants:
• Maintain the premises, apartments, and its contents in a clean and orderly condition. For the health and safety of all tenants, it is the responsibility of all tenants to share in the proper care, cleaning, and use of community areas and facilities, including stairs, stairwells, and laundry rooms.
• Dispose of all garbage in the dumpsters provided near each building.
• Keep stairwells, landings, porches, and patios clean and free of clutter (toys, bikes, boxes, plants, garbage bags, etc.).

HEALTH CODE
The tenant shall comply with the city, county, and state codes regarding health and safety. Upon proper notice, the tenant shall comply with all requests from University Housing and New Student Programs pertaining to the correction of health and safety violations in and/or around the apartment. This may include, but is not limited to, pest control, cleanliness, garbage removal, etc.

KEYS
Do not loan apartment or laundry room keys to a non-tenant! Report lost keys immediately to the apartment complex coordinator or apartment manager at 509-963-7041. Entrance keys will not be issued to family members under 10 years of age. Only one entry key will be issued to each legal tenant. Duplication of university keys by an outside vendor is strictly prohibited and could result in cancellation of the lease agreement and a re-key expense to the lessee.

Tenants are responsible for their own keys. Tenants who lock themselves out of their apartments should attempt to contact their roommate(s) first! If the roommate is unavailable, contact the apartment manager to have another key temporarily issued. If apartment managers are unavailable between 8 a.m. and 5 p.m., contact University Housing and New Student Programs. After 5 p.m., contact the On-Call apartment manager at 509-201-6112. Upon request, produce photo identification to verify tenancy. If a tenant locks him/herself out two or more times per quarter, he/she will face disciplinary action, including possible fines and termination of the lease agreement.

Only one laundry room key and one post office box key will be issued per apartment.

For the safety of the tenant and the tenant’s belongings, lost keys should be reported to staff immediately! Stolen keys should be reported to Public Safety and Police Services.
KEY CHARGES
Room key replacement $35
Laundry room key replacement $35
Broken keys $10
  (must have a piece to avoid entire lock change charge)
Mailbox key replacement $10
Water keys (Brooklane Village) $50

LAUNDRY FACILITIES
Central Washington University provides centrally located laundry facilities for tenant use only. The university is not responsible for unattended clothing or damages to clothing because of user error. A change machine is currently located in Student Village laundry rooms. Brooklane Village’s laundry room has card reader access. Money can be placed on a tenant’s Connection Card via the Connection Card office. Non-tenants using laundry facilities (and tenants allowing them to do so) are subject to a $25 fine. If a machine is not operating correctly, please put a sign on the machine stating it is out of order and notify the apartment manager. Children must be accompanied by their parents while in the laundry rooms. Money lost in the machines will be refunded by contacting the fiscal specialist in University Housing and New Student Programs. Call weekdays at 509-963-2735. Tenants should ensure these areas are cleaned after use.

While cleanliness of the laundry areas is the responsibility of those tenants who use the facilities, a laundry attendant assists by keeping the rooms clean and functioning. Information regarding contact of this individual will be posted in each apartment laundry area.

LAWN CARE
All toys, hoses, sprinklers, lawn furniture, and other items that may obstruct the lawn mower must be removed according to the mowing schedule. Failure to remove articles from the lawn area will result in a warehouse crew picking up the articles and a $25 fine. The university is not responsible for lost or stolen articles or items damaged by mowers and/or weed-eaters. Mowing schedules are sent out every spring. In addition, these items need to be organized so as not to create difficulty in accessing apartments.

MAINTENANCE
If there is a maintenance problem, call Facilities Management at 509-963-3000. It is the tenant’s responsibility to immediately report apartment damages or deficiencies to either the apartment manager or facilities maintenance so that repairs can be made. All maintenance costs will be paid by the university unless the cause is found to be willful misuse or negligence. The response time will depend on the nature and severity of the problem, however, Facilities Management will respond to all problems in a timely manner. It is important to be very specific about the problem and the exact location when calling with a concern. Please help the university maintain and keep up the common areas.
of the apartment complexes by reporting breakage and damage to lighting, playground equipment, mail areas, and laundry facilities.

The 509-963-3000 phone number is in operation 24 hours a day. Please call during normal business hours (8 a.m. to 5 p.m., Monday through Friday) for routine problems. Please call anytime for emergencies. If a tenant calls Public Safety and Police Services to report an emergency and facilities maintenance personnel are called, the tenant will be charged for their time if it is not an emergency. The following definitions and situations will help as a guide.

The definition of EMERGENCY MAINTENANCE is:
• Something that could or will cause physical harm to tenant(s).
• Something that could or will cause physical damage to property or structures.

Examples of EMERGENCY SITUATIONS that require maintenance personnel to be called are:
• Gas leaks
• No heat (outside temperature is below 50 degrees)
• No electricity
• Water leaks or broken water lines
• Frozen water pipes
• Plugged sewer lines and/or toilets

Examples of NON-EMERGENCY SITUATIONS that do not require maintenance personnel to be called after normal business hours are:
• No hot water
• No heat when temperature is above 50 degrees
• Removing objects from drains such as contact lenses, rings, etc.
• Plugged sinks or bathtubs
• Refrigerator not operating (tenants should store items with neighbors)

Report all necessary repairs immediately to save yourself unnecessary repair charges. Minor problems can quickly become major ones with major repair costs to match. Please try to remedy minor problems such as clogged sinks and toilets yourself, but if the problem persists, call Facilities Management. All maintenance costs to university-owned apartments are eventually reflected in the rent.

If tenant neglect or abuse causes damage, the tenant is liable for repair/maintenance costs. If a window or screen in the apartment is broken, replacement costs will be billed to the tenant.

Maintenance personnel usually are on a tight schedule and are unable to perform maintenance tasks that are not listed on the work order. If additional maintenance repairs are needed, call 509-963-3000 and request another work order.
If there are concerns about the timeliness or quality of the repairs, please call the apartment manager, the apartment complex coordinator, or University Housing and New Student Programs at 509-963-1831.

MAINTENANCE PERSONNEL RESPONSE PROCEDURE
The university reserves the right to enter an apartment without notice during reasonable hours when necessary to provide maintenance, service, repairs, improvements, etc., or to make inspections when no one is home. A card will be left by the facilities maintenance or University Housing and New Student Programs staff stating when they were in the apartment and what was done. The times between 9 a.m. and 5 p.m. have been designated as reasonable maintenance times.

When responding to a maintenance request or need, staff are to:
• Knock on the front door of the apartment, wait 15 to 20 seconds, and knock again. If there is no answer at the door or no indication that someone is home, they are to use their master keys, open the door six or seven inches, and call out to see if anybody is home. If there is no answer, they are to proceed into the apartment and do the necessary work. No one will enter if a child is home alone.
• Clean up behind them after a job is completed.
• Report any breakage or damage beyond normal wear and tear for billing to the tenant.

MODIFICATIONS
Tenants are not permitted to modify either the inside or outside structure of their apartment or the apartment area without written permission from University Housing and New Student Programs. This includes but is not limited to: adding additional shelving, painting, wallpapering, installing screen doors, placing semi-permanent signs outside of the apartment, hanging laundry wire or string, installing antennas, satellite dishes, and modifying landscaping. Modifications made without permission could result in charges for repairs to restore the structure to its original form and/or eviction.

PERSONALIZING SPACE
Tenants may decorate their apartment with posters and other personalized items as long as it does not damage the apartment. Keep in mind that when the apartment is vacated, it must be returned to its original condition. Tenants in violation of the outlined policies may be subject to disciplinary action, damage charges, and/or fines. DO NOT fill-in nail holes as this causes more damage to the walls and may result in additional damage charges to the tenant.

PEST PREVENTION
Tenants are responsible for rodent and pest control. If appropriate, University Housing and New Student Programs may request that an outside pest control company be brought in for professional services. If it is determined that the tenant is at fault because of poor housekeeping practices, the tenant will
be charged for the exterminator’s services. Since insects and rodents in an apartment can be unpleasant, the following suggestions are made.

- Purchase a trash can with a tight-fitting cover, and use plastic liners in trash cans.
- Do not leave dirty dishes or food on the countertops or sinks overnight.
- Store open-food containers (cereal boxes, etc.) in plastic containers with tightly fitting lids.
- Do not use contact paper in cabinets. Roaches feed on the sticky backing.
- Do not leave paper bags or newspapers sitting in your apartment. Pests nest in these areas.
- Keep floors clean and free of food crumbs.
- Buy a good bug spray and spray the area behind the stove and refrigerator. Spray the top and bottom edge of all hollow doors in the apartment. These doors have ventilation openings at the top and bottom and make cozy homes for pests. Spray under sinks, especially around pipes protruding from bathroom walls where hot water provides the moisture that insects enjoy. Also spray in closets that contain heating or plumbing pipes. Sprays are effective when used safely. (Note: Carefully read and follow label directions and use caution when applying sprays to avoid contact with skin or food. Avoid inhaling vapors in enclosed areas and closely follow directions for use around children.)
- Do not store damp rags or sponges in dark closets. Store all brooms and mops with the handle down.
- Do not allow grease to build up on the stove tops, fans and burners, or in the oven.
- Once every three months, move all major appliances, i.e. refrigerator and stove, and thoroughly wash the floor and wall behind them. Please be careful not to tear or damage the flooring. Use insect spray before replacing appliances.
- During the fall and winter months, mice may migrate inside. Setting mouse traps is a very effective way to solve this problem. Tenants are responsible for buying and setting their own traps.

PLAY AREAS
A play area and equipment are provided in Brooklane Village. This equipment is unsupervised and the university assumes no responsibility for use of the facilities. Parents are required to supervise their children while in the play area. Climbing on or over fences is never allowed. Tenants are responsible for reporting all safety hazards, damages, and needed repairs to Facilities Management at 509-963-3000. The Early Childhood Learning Center play area is closed from 7:30 a.m. to 5:30 p.m. (Monday through Friday) when the daycare is in operation. The playground located just north of the daycare playground is open and available to all Brooklane Village tenants and their children.
RECYCLING
Recycling bins for cardboard, paper, aluminum, and glass are located in each complex. Most recycle bins are located next to garbage dumpsters, but some areas share a central location. All types of paper can be mixed in the same bin, and different colors of glass do not need to be separated. Please empty containers of liquid before recycling, and only recycle cardboard and paper that is free of food or other contaminants.

SCREENS AND WINDOW STOPS
The university considers screens and window stops safety equipment. Removal of or damage to these items may result in disciplinary action, eviction, and/or a university fine of $50.

SNOW REMOVAL
The university removes snow from the apartment parking lot areas. Tenants are responsible for snow removal from their front doors to the parking lot. Snow shovels, sand, and de-icer can be obtained from the apartment complex coordinator or apartment managers. Any student registered with Disability Support Services should contact that office to make arrangements for snow removal.

TELEPHONE
Voice messaging, caller ID, and all services for Brooklane Village must be subscribed to individually at additional cost to the tenant through Fairpoint Communications at 509-925-1425.

UTILITIES
Apartment rates include water, heat, electricity, sewer, refuse services, Internet, and TV-FM cable basic service. Except for Brooklane Village, apartment rates also include basic telephone service (tenants must provide their own telephones).

VACUUM CHECK OUT (SINGLE STUDENT APARTMENTS)
Vacuum cleaners may be checked out from the apartment manager. If a vacuum is not returned or returned damaged, the tenant will be charged for either replacement or repair of the vacuum.

APARTMENT POLICIES
Why are policies necessary? Apartment policies exist to help create an environment that is conducive to your needs for safety, studying, socializing, and sleeping. Let’s face it—you will spend more time in your apartment than any place on campus. We want to ensure that your apartment experience promotes your success at Central!

ABANDONED PROPERTY
When students leave property in the residence hall room or apartment, University Housing staff will remove the property at $45 per hour. Additionally, a storage fee of $10 per day is charged to the student for a maximum of 60 days.
If the property is not claimed at the end of 60 days, it is considered abandoned property and the university disposes of this property.

If a student wishes to claim his/her property during the 60 days, he/she is required to contact the University Housing office at 509-963-1831 to make arrangements.

**ALCOHOL AND OTHER DRUGS**
(Student Conduct Code - Sections II.S-T)

Central Washington University’s policy on alcohol follows all local, state, and federal laws. Open containers of alcohol are prohibited in all public areas such as parking lots, common hallways, apartment exteriors (i.e. porches, patios, courtyards, and landings), playgrounds, and parks. A minor in possession or consumption of alcohol is an illegal act and will be handled by the proper authorities.

The university’s policy regarding the possession and consumption of alcohol and other drugs on campus was developed in keeping with Washington State law and the governor’s policy on alcoholism and drug dependency. It is important to note that a majority of disciplinary problems and a large number of academic problems faced by students are alcohol related. The following is a list of points that summarize enforcement of the alcohol and drug policy in the apartments:

- Controlled substances are not permitted in apartments (i.e. illicit drugs, improper/misuse of prescribed medications, and drug paraphernalia).
- No one under the age of 21 will possess or consume alcohol in the apartments.
- Tenants and guests over the age of 21 may possess and consume alcohol in the privacy of their apartment with the door closed. The guest must be age 21 or older.
- Tenants and guests over the age of 21 who have roommate(s) that are underage are reminded of the legal liability placed on them.
- Tenants may not consume alcohol in public areas or in the room/apartment where all occupants of the room/apartment are under 21 years of age.
- Tenants age 21 and older shall not furnish alcohol to minors.
- Home brewing of alcohol is not permitted in the apartments.
- Kegs, “partyballs,” tap systems, and similar large volume common source containers are prohibited. Additionally, large quantities of alcohol are not permitted.
- Tenants who come back to the apartments in an intoxicated state and/or violate apartment policy, will be held responsible for violating those policies and all alcohol policies that apply.
- Marijuana, including medicinal marijuana, is not allowed in any CWU facility or on the CWU campus.

Off-campus violations of underage drinking may be referred to the CWU Office of Student Rights and Responsibilities for sanctioning through the discretion of local court officials or law enforcement agencies.
APPLIANCES
Because of ventilation, electrical, and noise problems, University Housing and New Student Programs does not allow certain appliances in the apartments. Specifically, washers and dryers are not allowed in the apartments. Other appliances are acceptable if they run on a 110 volt current. Should the power go out while running several appliances at the same time, check the circuit breaker box. If problems continue, please call Facilities Maintenance at 509-963-3000 for assistance.

If potential problems exist with university appliances, wiring, or electrical systems, notify University Housing and New Student Programs. After business hours, notify the apartment manager. Additionally, it is recommended that surge protectors be used for stereos and/or computers. Avoid overloading outlets with too many cords, and do not use extension cords with frayed wiring or poor connections. Check the wiring and casing on appliances.

BARBECUES/COMBUSTIBLE MATERIALS
Built-in barbecues are available at Student Village apartments and are the ONLY ACCEPTABLE means of outdoor cooking in these complexes. Barbecue grills are allowed in Brooklane Village as long as the tenant is with the lit grill at all times. Propane barbecues are allowed but are not encouraged due to storage concerns. Barbecue grills and combustible materials such as propane, gasoline, kerosene, and items containing combustible materials (i.e. lanterns) are not permitted inside the apartment (including storage closets/units).

BICYCLES
WAC 106-116-901 is the guideline for on-campus bicycle safety, parking, and traffic regulations. Tenants must follow specific regulations while operating bicycles on campus. For the safety of the tenants, bicycles must never be parked/stored in stairwells, hallways, sidewalks, or any place that would create a safety hazard, hinder the exit from buildings or apartments, or interfere with pedestrian traffic. Bicycles parked on paths, sidewalks, stairwells, or catwalks, locked or chained to trees, street, or university signs may be impounded. Bicycle racks are provided in Anderson and Student Village. Eye-hooks can be installed on Brooklane Village front porches for bicycle locking purposes upon request to the apartment complex coordinator. Due to potential risk of bicycle theft, University Housing and New Student Programs recommends that bicycles be registered with Public Safety and Police Services.

CARS/VEHICLES
Driving on sidewalks, access malls, or lawns: Driving on sidewalks and lawns is strictly prohibited. No motor vehicles, including motorcycles or mopeds, will be permitted to park on the planted areas on university property. Advise moving van and delivery truck drivers not to drive their trucks on the sidewalks or lawns. If a van damages the lawns, the tenant occupying the apartment will be charged. Violators are subject to a $20 fine and additional
fees for damages. Tenants may only drive on access malls with a mall permit which is available at Public Safety and Police Services or at a parking kiosk.

**Inoperable vehicles:** Vehicles that are non-functioning may be impounded. If a tenant has a vehicle in this condition that needs storage, he/she needs to contact University Housing and New Student Programs for assistance.

**Parking:** Each licensed driver, who is a legal tenant of the university-owned apartments and drives a vehicle, is required to complete a CWU vehicle registration form at the time of check-in. Limited parking areas within the apartment complexes, called Apartment Parking Zones (APZ), require permits. APZ permits are free of cost to leaseholders. Those tenants who wish to park on all other campus parking lots must pay to obtain a permit from the Parking Office. Parking areas designated for disability permits are located within the apartment complexes. Should a tenant require a disability parking permit, he/she needs to contact the Center for Disability Services.

Parking spaces normally exist for one car per leaseholder; however, **availability is not guaranteed.** All vehicles parked on university grounds must be operable and have valid current license plates. “Operable” means the vehicle must have air in the tires and have all major components intact, including windows and windshield. Vehicles must not be used for storage purposes.

The following regulations apply specifically to the individual complexes:

Brooklane Village APZ permits will be limited to the number of parking spaces available. Two permits per apartment will be issued in those courts which have 28 or more spaces. In courts that have less than 28 spaces, two permits will be given to those in two- and three-bedroom apartments and one permit to those living in one-bedroom apartments. Guests without permits are required to park in the visitor parking area at the Early Childhood Learning Center at no cost. Vehicles left in the visitor parking lot for longer than 48 hours are subject to a parking violation. Because of concerns with child safety, the speed limit within the courts is limited to five miles per hour.

Tenants with recreational vehicles, boats, camp trailers, campers, snowmobile trailers, etc. parked in any university-owned apartment complex area, are in violation of the lease agreement. University Housing and New Student Programs has a gravel parking/storage area in Brooklane Village. This parking area is for tenants living in university-owned apartments and will be designated for recreational vehicles and small personal storage sheds. The fee for a parking space will be $25 per year (no partial year). The fee is good from September 1st through August 31st, at which time renewal of the parking space for an additional year is due. Tenants may lease a parking/storage space by completing a form in University Housing and New Student Programs. The fee will then be assessed to the tenant’s account. When tenants move out, they must remove the storage shed and other property, or it will be removed by University Housing.
and New Student Programs personnel. Labor costs involved in removing abandoned property will be charged to the tenant’s account.

Central Washington University assumes no responsibility for vehicles/possessions stored in the designated recreational vehicle parking area. This area has been constructed for the convenience of tenants living in a university apartment to store recreational vehicles and other possessions and to lessen the congestion and improve the appearance of other parking and general-use areas.

**Parking decals:** Tenant vehicles must have an approved apartment parking decal. These can be obtained through university parking. These decals expire on an annual basis. Tenants of Brooklane Village and Student Village are required to have an APZ permit to park in their apartment parking lots. Permits are to be displayed on the passenger-side front lower portion of the window. Trucks or other vehicles without visible rear windows should place the permit on the right side of the front window. Permits must be returned by the apartment lessee at the time of check-out. Permits are only valid for the complex in which the tenant lives. Motorcycles are required to have an APZ sticker and must be parked in designated motorcycle areas.

**Car repairs:** Tenants cannot use the parking lots for car repair that involves the changing or leakage of fluids from the vehicle or results in a safety hazard for other tenants. Examples of safety hazards include unsupervised cars on jack stands and loose, sharp auto parts. Violations could result in a $50 fine and cancellation of the lease agreement.

**COMPLIANCE WITH UNIVERSITY OFFICIALS**
Tenants are required to comply with the requests of university officials at all times. These officials include professional and student staff members of University Housing and New Student Programs, Public Safety and Police Services representatives, student affairs representatives, and facilities maintenance staff.

**DAMAGES**
Tenants are accountable for damages which occur as a result of personal negligence or vandalism. When found to be responsible, a tenant may be charged for damages occurring in public areas as well as in his/her apartment. All damage charges are billed to the tenant’s account.

The tenant agrees to keep the residence, including the sidewalks and stairways adjacent to, in a clean and sanitary condition and to comply with the laws and ordinances relating to sanitary conditions. The tenant agrees to keep all drainage pipes free and open and to protect water, heating, and all other pipes, so they will not freeze or become clogged.

The tenant will not permit waste, damage, or injury to the property and will keep the grounds upon which the property is situated in good order and not let
or permit any rubbish to be accumulated. At the request of the university, the tenant shall be required to remove, at his/her sole expense, anything in or about the premises which is determined by the university to create an unacceptable hazard to person or property.

Each tenant is personally responsible and liable for the cost of cleaning, replacement, and/or repair to the structure in which he/she is housed and all damages to (except for reasonable wear and tear as determined by the university) or losses of any university property furnished. All repairs must be completed by facilities maintenance personnel. **No self-repairs are allowed.**

Tenants may appeal all damage charges within 10 working days of the billing for these charges. To appeal, simply state the objections in writing, and mail or deliver to the Associate Dean of Student Success for Student Living, University Housing and New Student Programs, Central Washington University, 400 E. University Way, Ellensburg, WA 98926-7513. Tenants can also send an e-mail to housing@cwu.edu.

**EVictions**
A notice of eviction may be given for violations of the lease agreement and/or the university rules and regulations. In many instances, the eviction process is started because of delinquent payment of rent. Rent charges are due the first of every month. A late fee of $50 is assessed on the 10th of each month if the rent has not been received. If the rent is not received by the 10th of the month for the second consecutive month, the eviction process is started. A tenant who is served with a notice of eviction by Public Safety and Police Services must remedy the violation or move from the apartment. When the eviction process is started, an additional $50 administration fee will be assessed. Multiple violations of rules and regulations or delinquency of payment can result in the lease being terminated.

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**
The Family Educational Rights and Privacy Act (FERPA) affords certain rights to students concerning their education records. The primary rights afforded are the right to inspect and review the education records, the right to seek to have the records amended, and the right to have some control over the disclosure of information from the records.

Education records are those records which are 1) directly related to a student and 2) maintained by an institution or a party acting for the institution. FERPA gives students who reach the age of 18 or who attend a post-secondary institution the right to inspect and review their own records. An institution is not required to disclose information from a student’s education records to the parents of dependent students but may exercise its discretion to do so. University Housing and New Student Programs does not do this unless written approval has been granted by the student.
Section 952 of H.R.6, the Higher Education Amendments, allows institutions of higher education to disclose to parents violations of local, state, and federal laws as well as institutional policies and rules governing use or possession of alcohol or controlled substances. Parental notification is one part of CWU’s sanctioning procedure for underage alcohol use and other university violations.

FIREARMS
For the protection of everyone, Central Washington University has a strict firearms policy—WAC 106-124-700. No person shall have in his/her possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument on university-owned or leased property. This includes BB guns, air soft guns, pellet guns, paintball guns, as well as archery equipment, long knives, and swords.

Anyone arriving on campus with a firearm must take it directly to the Public Safety and Police Services Department at 14th Avenue and D Street (O-5 Parking Lot). A police officer will check the firearm in and out of the university-provided storage vault. The tenant has 24-hours-a-day access to his/her firearm and may check it out on his/her way off campus. This service is offered free of charge.

Ammunition cannot be stored in apartments. Ammunition should be stored in a vehicle or at an off-campus location.

WARNING: Violators of this law shall be subject to appropriate disciplinary or legal action, including possible termination of the violator’s lease agreement. Exceptions to the firearms policy are noted in WAC 106-124-700.

FIRE AND CARBON MONOXIDE SAFETY EQUIPMENT
Damaging or tampering with fire alarm apparatus and/or carbon monoxide equipment (i.e. sounding false fire alarms—RCW 9.40.100) is prohibited.

FIRE EXTINGUISHERS are strategically located in each apartment. Carefully follow the instructions on the extinguisher and use them ONLY in the event of a fire. SMOKE DETECTORS also are sensitive pieces of fire equipment. Actions that result in the activation of a smoke detector, tampering with fire alarm apparatus and/or carbon monoxide equipment (including removing batteries from smoke detectors or disabling smoke and carbon monoxide detectors), or false alarms may result in criminal penalties, as well as university disciplinary action, and/or up to a $100 fine.

FURNITURE
University-owned furniture moved from an apartment without written authorization from University Housing and New Student Programs may result in a charge of $50 (or actual replacement cost, whichever is greater) and a potential conduct meeting. Student Village, Anderson, and Wahle apartments are rented as partially furnished. Partially furnished is defined as: one bed, one desk, and one chair per bedroom. Sometimes one chest of drawers will be provided.
FUTURE REGULATIONS
The university reserves the right to make new rules and regulations as may be appropriate or necessary for the safety, care, and cleanliness of the premises and tenants. Future policies will be announced by letter, postings, and/or through newsletters.

GUEST POLICY
Tenants are more than welcome to have guests; however, if guests are staying longer than five days per month, tenants must obtain written permission from the associate dean of student success for student living. Tenants who violate this rule are subject to termination of their lease agreement and/or a $500 fine. Unwanted guests should be reported to the apartment manager and/or Public Safety and Police Services. The lessee is responsible for the conduct and behavior of his/her guests while they are visiting the apartment community. Tenants are encouraged to use good judgment in the choice of both their guests and their activities. Violation of the policies outlined in the lease agreement and/or this handbook by a guest will be held against the lessee and could result in conduct action and cancellation of the lease agreement.

Cohabitation is defined as a tenant, contracted for that apartment, sharing his/her space with a person who is not assigned to that apartment. Cohabitation that includes behavior that infringes upon the roommate’s and/or living community members’ right to privacy, sleep, and/or study is PROHIBITED and, when brought to the attention of residence hall/apartment staff, may result in action as described in the student code of conduct.

HOLIDAY DECORATION GUIDELINES
Each year, the holiday season builds festive enthusiasm, and apartment tenants usually want to decorate. To ensure a safe and happy holiday season, University Housing and New Student Programs has certain apartment decorating guidelines/policies that need to be followed.

LIGHTS
• All decorating lights need to be approved by the Underwriters Laboratory (UL-94 rating).
• Decorative lights that are UL approved are allowed in university-owned apartments; these lights should not have cords over heaters, under doors, or where they could be burned or frayed. Tenants should be cautioned about the use of lights in their apartments and avoid placing them close to drapes or other flammable materials.
• Holiday lights on the outside of apartment doors should not have cords going under or over doors where they could become frayed.
• The apartment complex coordinator will have final approval for all external lighting on the outside of a building. Tenants are not permitted on any apartment roofs.
• Decorative lights should be kept off during daylight hours and after midnight to conserve energy.
TREES
• No live trees are allowed in university-owned apartments.

DECORATIONS
• No lit candles are allowed as decorations.
• Decorations may not be hung near lights or other heat-generated devices.
• Decorations that are flammable in any way cannot be hung from the ceiling or protrude around doors in a 3-D fashion—these are major fire hazards!
• Be aware of the location of the nearest fire extinguisher to heavily decorated areas.
• Fire equipment boxes, stations, bells, alarms, and exit signs must be kept clear.
• Spray snow is acceptable in apartments. (Custodial staff is not expected to clean windows due to spray snow residue.)

RECOMMENDATIONS
• Pay attention to flammable items next to heaters and heat producing lights.
• Any questionable decorations (flammable) that are not listed on this policy should be forwarded to University Housing and New Student Programs at 509-963-1831.

INCENSE AND OPEN FLAMES
Because of the risk of burning incense or an open flame left unattended, the use of such is prohibited in university-owned apartments. Candles or lanterns may not be used even in the event of a power outage. Tenants are encouraged to have flashlights or similar devices to provide emergency lighting.

LEDGES AND ROOFTOPS
For tenant safety and to protect against building damage, tenants and their guests are never permitted on rooftops or ledges. Violation of this policy may result in disciplinary action and/or a university fine not less that $50.

LOCK OUTS
Tenants who lock themselves out of their apartments should attempt to contact their roommate(s) first! If the roommate is unavailable, contact the apartment manager to have another key temporarily issued. If apartment managers are unavailable between 8 a.m. and 5 p.m., contact University Housing and New Student Programs. After 5 p.m., contact the on-call apartment manager at 509-201-6112. Upon request, produce photo identification to verify tenancy. If a tenant locks him/herself out two or more times per quarter, he/she will face disciplinary action, including possible fines and termination of the lease agreement.

PARENTAL NOTIFICATION
CWU will notify parents when their underage (under 21) student has a second or third time violation of campus alcohol policies or state laws. First time
notification of parents may occur if the violation includes a medical emergency, vandalism, or any violence or gross disrespect of apartment staff or law enforcement officials. Students will also be required to attend the “Prime for Life” prevention class (with a $20 fee) for all first and possible second time violators. Failure to attend “Prime for Life” could result in required attendance at an off-campus assessment (costing up to $100). Third time violation of policies and/or laws may result in suspension or deferred suspension, if recommended by the CWU office of student affairs.

Off-campus violations of underage drinking or other infractions may be referred to the CWU office of student affairs for sanctioning through the discretion of local court officials or law enforcement agencies.

PET POLICY
Tenants are not allowed to have animals in any university apartment or on any university apartment property. This also pertains to apartment guests/visitors who may bring pets into a complex by leash or in a vehicle. The only pets that are allowed are aquarium-bound fish in tanks no larger than 25 gallons and assistance animals approved through Disability Services (DS). Tenants must maintain responsibility for the aquariums at all times. Violators of this policy are subject to disciplinary action, eviction, and/or a $500 fine.

Other animals, such as companion, therapy, emotional support, comfort and “psychiatric service” animals that are not specially trained to perform a disability-related service may not be allowed in CWU residence halls and/or university-owned apartments. The decision about whether a companion, therapy, emotional support, comfort and/or “psychiatric service” animal constitutes a reasonable accommodation is made on an individual basis by the director of CDS based on detailed information provided by the student’s medical provider and other factors. Once a determination regarding the reasonableness of the request has been made, Disability Services will advise the Associate Dean of Student Success and a final decision will be made to allow or disallow the student’s request.

Qualified “service animals” (as defined by state and federal law) are allowed on the CWU campus and in University Housing facilities if approved by the Associate Dean of Student Success. Determination of eligibility is made on a case-by-case basis by Disability Services/ADA compliance officer and the Associate Dean of Student Success. Refer to the following service animal policy.

POOLS
Tenants can use temporary, moveable pools for recreational use as long as they are watched by an adult during all times that the pool is filled with water. When not in use, the pool must be stored out of sight.
PRIVATE ENTERPRISE
The assignment or lease of any university property excludes the right to use the premises for business purposes, storage of salable commodities, or any purpose other than as a personal residence.

PUBLICITY AND LITERATURE
The distribution of free literature or commercial advertising is prohibited to individual apartments or apartment complexes (WAC 106-140-034). Only U.S. Postal Service mail, individually addressed to the tenants of the apartment, and official university memorandums approved by the senior director of University Housing and New Student Programs and/or designee will be distributed. Local newspapers (e.g. Daily Record, Yakima Herald Republic, etc.) may seek approval for occasional placement of newspaper samples in apartment complex laundry rooms.

QUIET HOURS/NOISE ORDINANCE
The City of Ellensburg has a noise ordinance enforced by Public Safety and Police Services addressing noise complaints any time between the hours of 10 p.m. and 7 a.m. Tenants and their guests in violation of the city noise ordinance may be cited by police and/or face university disciplinary action. The city noise ordinance is consistent with quiet hours established by the apartment community. Tenants are responsible for maintaining a noise level satisfactory to other community members. During “quiet hours,” the level or volume of noise must be contained within the confines of the apartment. If noise is heard beyond the apartment walls and doors, tenants are responsible and may be addressed by a neighbor, staff, and/or Public Safety and Police Services representative. As in all situations, cooperation is expected in resolving the matter. The university asks that tenants always observe “courtesy hours” when quiet hours are not in effect. Courtesy hours are those times when a tenant needs quiet during non-official quiet hours. A student’s right to quiet supersedes a student’s privilege to make noise. Apartment staff may assist in mediating disputes over differing perceptions of acceptable noise levels.

REMOVAL OF OBSTRUCTIONS
The university reserves the right to remove any obstruction (bikes in stairwells, storage of items in front of patio doors, etc.) which may create a hazard or unsightly appearance. These items will be disposed of if not reclaimed in 60 days. The tenant will be charged for labor and materials used to remove such items.

RESNET, ACCEPTABLE USE POLICY, AND VIOLATION PENALTIES
Please refer to the following website for the most up-to-date guidelines and regulations: www.resnet.cwu.edu.

RESTRICTED-USE AREAS
Tenants are prohibited from walking on any roof in an apartment complex. Machine and electrical rooms and offices and storage rooms are OFF LIMITS. Climbing on utility boxes, dumpsters, or dumpster enclosures is also prohibited.
ROOMMATES (SINGLE-STUDENT APARTMENTS)
Each roommate is required to sign a lease with the same rights and responsibilities. Each roommate must also maintain a deposit. If a person is living in an apartment without university approval, each lessee is subject to eviction and a $500 fine. Mixed-gender single student housing options are not available. The apartment complex coordinator and apartment managers will provide support and assistance to roommates in resolving conflicts. Each roommate has a responsibility to report any violations occurring in the apartment. In addition, violation of roommate agreements that are established with the apartment manager could lead to additional sanctions including a possible move from the apartment.

SECURITY
Tenants strive to create friendly communities, but personal security should be a concern of all tenants. Immediately report any suspicious activity to the police by calling 911. If a key is lost, please report it to the apartment complex coordinator or apartment manager immediately. Broken locks or window latches should be reported to facilities management immediately. Dowels for window and sliding glass door security are available from the apartment complex coordinator or apartment managers. Home security or alarm systems are not permitted.

SERVICE ANIMALS
Central Washington University complies with all federal and state fair housing laws and regulations which are applicable to university housing, including those related to assistive animals. The United States Department of Housing and Urban Development (HUD) compliance guidelines define assistive animals as those that are verified by a qualified medical professional that the service animal accommodates the disabling condition and the rationale for the use of the service animal.

Disability Services collects and reviews disability documentation from students who request accommodation in university housing. University Housing makes the formal decision regarding service animals in university housing. Animals not approved through this process will be considered “pets” and are not allowed in University Housing (excluding aquarium-bound fish in tanks that may be no larger than 25 gallons). Refer to the preceding pet policy.

SEXUAL HARASSMENT
Consistent with the university’s policy on sexual harassment, the apartment communities maintain a living environment which is free from sexual harassment. An individual found in violation of this policy will be subject to informal or formal disciplinary action.

SKATEBOARDS, BICYCLES, AND SCOOTERS
The use of bicycles, electric bicycles, skateboards, nonmotorized scooters, electric scooters, and in line-skates are allowed only as a means of transportation on pedestrian malls, sidewalks, walkways and vehicular traffic ways of CWU. Anyone using a bicycle, electric bicycle, skateboard,
nonmotorized scooter, electric scooter, or in-line skates on CWU property shall give right of way to any pedestrian and shall travel at a reasonable and safe speed. Under no circumstances will bicycling, skateboarding, or in-line skating be allowed in apartment interiors or on ramps, curbs, benches, steps or stairs, or other such structures.

SMOKING
In accordance with state law, smoking is prohibited within 25 feet of all university buildings. This includes balconies and stairwells to apartments or public areas. Out of common courtesy, refrain from smoking near entrances and to properly dispose of cigarette butts in appropriate receptacles. Hookahs of any type are not allowed to be activated inside apartment spaces. Also, for those that use coals, it is reminded that used coals should not be brought into the apartments. Electronic cigarettes are not allowed to be used inside apartment spaces either. Tenants may establish further policies regarding the distance one can smoke from the buildings. Fines can be assessed to clean drapes for those who violate smoking policy.

SOLICITATION AND POSTING
University Housing and New Student Programs attempts to support a tenant's desire for privacy by restricting any door-to-door sales or solicitation. All solicitation is prohibited regardless of the purpose or nature of the sponsoring organization. Organizations may not solicit in the apartments unless directly related to apartment living and approved by University Housing and New Student Programs. Organizations not related to University Housing and New Student Programs may have material posted provided they have been approved and stamped by the Scheduling Center and University Housing and New Student Programs. Please call the apartment complex coordinator or apartment managers if unwanted solicitors are in the apartment complexes.

STAIRS AND STAIRWELLS
Stairs and stairwells must be kept clear at all times for the purpose of providing safe exits. Toys, boxes, newspapers, plants, bicycles, garbage, etc. must not be left on stairwells. Motorcycles and mopeds may not be parked in stairwells or on patios at any time.

STORAGE UNITS
With the exception of Brooklane Village, storage units are not supplied by the university. Stand-alone storage units can be placed on the RV storage area at Brooklane Village for a cost of $25 per year. Storage units cannot be placed in any other location. No personal belongings can be stored next to apartment buildings. Many businesses in Ellensburg rent storage units, and a list is available in the local phone book.

TRESPASSING
Individuals with no connection to apartment tenants will be asked to leave the apartment complex. Guests of tenants, whose behavior is not appropriate for the community, may also be asked to leave by the apartment manager and/or Public Safety and Police Services. Tenants are responsible for the behavior of their guests. The university also reserves the right to deny access of apartments to non-tenants at any time.
WATER AND CAR WASHING
Outside water is available for gardens and recreational use. Many spigots require a water key which can be issued by the apartment manager. Outside water will be turned off from late October until mid-June, depending on weather conditions, to avoid freezing problems. A designated car washing area is available for all apartment tenants at the Brooklane pump house, located to the left of the Brooklane entrance area. Tenants will need to provide their own soap and washing materials. Please leave the hose there when finished. It is preferred that cars are washed here to reduce mud problems around the complexes.

WATERBEDS
Due to potential damage from leakage and weight, waterbeds are not allowed in university-owned apartments.

WINDOWS
For the safety of everyone, tenants are not allowed to drop or throw objects from or at apartment windows, balconies, and/or ledges. This includes bodily fluids, snow, or substances of any kind. Tenants must also refrain from throwing objects through windows from the outside. (This policy includes throwing keys to friends outside.) Violations of this policy may result in a $50 charge to the tenant’s account and/or disciplinary action. Exiting is prohibited unless it is an emergency.

Tenants and their guests may enter buildings only through doors designated for entry. Entry through windows is prohibited.

YARD SALES
Tenants may have periodic yard sales at their apartments with apartment staff approval. It is encouraged that tenants plan yard sales together and publicize in the local newspaper with apartment staff approval.

DISCIPLINARY PROCEDURES AND SANCTIONS
University Housing and New Student Programs, in conjunction with the Office of Student Rights and Responsibilities, addresses apartment behavioral problems. If a student’s behavior results in documentation by staff, other tenants or campus police, that student may be required to attend a conduct meeting with one of the following formats:
• Follow-up discussion with apartment staff
• Large-group warning meeting with student rights and responsibilities staff
• Meeting with apartment complex coordinator
• Hearing with University Housing and New Student Programs
• Hearing with Student Rights and Responsibilities hearing officer
DUE PROCESS

- A letter from the apartment complex coordinator will be sent to the student.
- The letter will indicate incident report number and timeline for meeting.
- The student will receive a copy of the Student Conduct Code prior to the meeting with the conduct officer. A copy is also provided in this handbook.
- A meeting with student and conduct officer will take place with outcome determined at that time.
- If the student fails to appear at the scheduled meeting, the conduct officer will review and decide sanction without student present.
- A letter indicating meeting and outcome will be sent to the student.
- The only decisions that can be appealed are suspensions or expulsions from the university or those decisions outlined in WAC 106-124-011.

As a result of a conduct meeting, one or more of the following will happen:
- No action
- Verbal warning
- Assign one or more educational expectations
- Issue an official warning sanction
- Require payment of fines or damages
- Issue a probation sanction
- Issue a deferred suspension sanction
- Issue a suspension sanction
- Eviction
- Expulsion
- Community service hours

For a full account of procedures, sanctions, and general university policies, refer to the Student Judicial Code.

APPEAL PROCEDURE

WAC 106-124-011 FINANCIAL OBLIGATIONS OF STUDENTS - APPEAL PROCEDURE. Every student has the right to appeal an assessment by the university of a fee, fine, change, debt, or other financial obligation by filing a written petition with the appropriate dean or non-academic area director, stating the student’s reasons for challenging the validity of the assessed obligation. The written petition must be filed within 10 days after the notice of assessment is sent to the student. The dean, director, or their designee shall review the university’s decision to assess the fee, fine, charge, debt, or other financial obligation in light of the student’s petition appealing the assessment and shall render a decision that shall be final.

Appeals regarding housing contracts, fees, or charges may be sent to the senior director of University Housing and New Student Programs, Central Washington University, 400 East University Way, Ellensburg, WA 98926-7513.
STUDENT CONDUCT CODE
(Refer to WAC 106-120 for complete code. Revisions and current policy available in the Office of Student Rights and Responsibility in Bouillon Hall, room 204. Students are responsible for any updates to the student code. See www.cwu.edu/student-success/student-rights-and-responsibilities for the most up-to-date policies. The following represent the policies at the date this publication was printed.)

I. GENERAL POLICY
   C. Cooperation with Law Enforcement Agencies
      Central Washington University distinguishes its responsibility for student conduct from the controls imposed by the larger community beyond the university, and of which the university is a part. When students are charged with violations of laws of the nation or state, or ordinances of the county or city, the university will neither request nor agree to special consideration for students because of their status as students, but the university will cooperate with law enforcement agencies, courts, and any other agencies in programs for rehabilitation of students.

      Central Washington University reserves the right to impose the provisions of this policy and apply further sanctions before or after law enforcement agencies, courts, and other agencies have imposed penalties or otherwise disposed of a case.

II. PROSCRIBED CONDUCT
   A student shall be subject to disciplinary action or sanction upon violation of any of the following conduct proscriptions:

   1. Disruptive and disorderly conduct which interferes with the rights and opportunities of other students to pursue their academic studies.

   2. Academic dishonesty in all its forms including, but not limited to:
      a. Cheating on tests
      b. Copying from another student’s test paper
      c. Using materials during a test not authorized by the person giving the test
      d. Collaboration with any other person during a test without authority
      e. Knowingly obtaining, using, buying, selling, transporting, or soliciting in whole or in part the contents of an unadministered test or information about an unadministered test
      f. Bribing any other person to obtain an unadministered test or information about an unadministered test
      g. Substitution for another student or permitting any other person to substitute for oneself to take a test
      h. “Plagiarism,” which shall mean the appropriation of any other person’s work and the unacknowledged incorporation of that work in one’s own work offered for credit
      i. “Collusion,” which shall mean the unauthorized collaboration with any other person in preparing work offered for credit
3. Filing a formal complaint with the Office of Student Rights and Responsibilities with the intention of falsely accusing another with having violated a provision of this code.

4. Furnishing false information to any university official, especially during the investigation of alleged violations of this code.

5. Furnishing false information to the Student Conduct Council with the intent to deceive, the intimidation of witnesses, the destruction of evidence with the intent to deny its presentation to the Student Conduct Council or the Office of Student Rights and Responsibilities when properly notified to appear.

6. Intentionally setting off a fire alarm or reporting a fire or other emergency or tampering with fire or emergency equipment except when done with the reasonable belief in the existence of a need therefore.

7. Forgery, alteration, or misuse of university documents, records, or identification cards.

8. Sexual harassment including stalking, forced and/or nonconsensual sexual activity in any form including sexual misconduct.

9. Actual or attempted physical/emotional abuse of any person or conduct which threatens or endangers the health and safety of any person or which intentionally or recklessly causes a reasonable apprehension of harm to any person.

10. Harassment of any sort or any malicious act which causes harm to any person’s physical or mental well being.

11. Recklessly engaging in conduct which creates a substantial risk of physical harm to any person.

12. Creating noise in such a way as to interfere with university functions or using sound amplification equipment in a loud and raucous manner.

13. Theft or malicious destruction, damage or misuse of university property, private property of another member of the university community, whether occurring on or off campus; or theft or malicious destruction, damage or misuse on campus of property of a nonmember of the university community.

14. Unauthorized seizure or occupation or unauthorized presence in any university building or facility.

15. Intentional disruption or obstruction of teaching, research, administration, disciplinary proceedings, or other university activities or programs whether occurring on or off campus or of activities or programs authorized or permitted by the university pursuant to the provisions of this document.
16. Intentional participation in a demonstration which is in violation of rules and regulations governing demonstrations promulgated by the university pursuant to the provisions of this document.

17. Unauthorized entry upon the property of the university or into a university facility or any portion thereof which has been reserved, restricted in use, or placed off limits; unauthorized presence in any university facility after closing hours; or unauthorized possession or use of a key to any university facility.

18. Possession or use on campus of any firearm, dangerous weapon, or incendiary device or explosive unless such possession or use has been authorized by the university.

19. Possession, use, or distribution on campus of any controlled substance as defined by the laws of the United States or the state of Washington except as expressly permitted by law.

20. Violation of the university policy on alcoholic beverages which states:
   a. Persons 21 years of age or older may possess and/or consume alcoholic beverages within the privacy of their residence hall rooms or apartments. Washington State law provides severe penalties for the possession or consumption of alcoholic beverages by persons under 21 years of age and for persons which furnish alcoholic beverages to minors. All university students should be aware of these laws and the possible consequences of violations.
   b. The university does not condone the consumption of alcoholic beverages by minors at functions sponsored by Central Washington University organizations. Organizations are held responsible for the conduct of their members at functions sponsored by the organization and for failure to comply with Washington State law.
   c. The Student Conduct Council may place on probation any organization or prohibit a specific campus social function when the consumption of alcoholic beverages has become a problem of concern to the university.

21. Conduct which violates the university policies on computer uses.

22. Violation of clearly stated proscriptions in any published rule or regulation promulgated by any official campus committee, commission, or council acting within the scope of its authority.

23. Violation on or off campus of any university policy, city, county, state, or federal law. This includes participation in any university-sponsored activity.

24. Conspiracy to engage in hazing or participation in hazing of another.

25. Failure to comply with the directive of a university official acting in the scope of authority may result in disciplinary action.
University Housing, Wellness, and New Student Programs
509-963-1831
1-888-CWU-HOME
www.cwu.edu/housing