

HOUSING AND DINING SERVICES
ROOM AND BOARD CONTRACT
TERMS AND CONDITIONS OF RESIDENCE HALL
ACCOMMODATIONS • 2017–2018

This contract is contingent upon the applicant’s academic admission to Central Washington University and maintenance of enrolled status with a minimum of seven quarter hours. 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.” The Student’s signature on the Room and Board Contract Form indicates agreement to abide by all the rules and regulations herein.

Please consult the following Table of Contents for the section number to reference your particular questions.

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1. Term of Agreement: This agreement is for the entire academic year or that portion remaining at the time of admission. No cancellation may be considered except as noted in Section 15. **The Student is entitled to space in residence halls and meal services as provided by the meal plan offered by the University and selected by the Student pending space availability.** Meal services will not be furnished to the Student under this contract during the Thanksgiving holiday break (closed after dinner on November 22 through November 25, 2017; open for dinner November 26, 2017.) Meals also will not be provided during academic quarter breaks. Term of this contract shall be from September 15, 2017, through June 8, 2018, with the exceptions of winter and spring quarter breaks: December 9, 2017 through January 1, 2018, and March 17, 2018 through March 24, 2018.

- 2. Space Confirmation:** Assignment of space by the University constitutes final acceptance of the terms and conditions of the contract. This includes acceptance of the obligation by the Student to abide by and support the rules and regulations as set forth by the University. The University reserves the right to terminate any contract if the Student is in violation of these rules or regulations. Students who have their contract terminated by the University will be subject to the same fees as outlined in Section 15.
- 3. Loss and Damage:** The University accepts no responsibility for loss to the Student due to earthquakes, fire, theft, water damage and similar acts of God, or for loss of monies, valuables and other personal property of the Student due to the Student’s negligence.
- 4. Rate Increases:** The rates for the academic year may be increased by no more than 5 percent for emergency purposes by directive authorized by the University’s Board of Trustees. Rates may change according to approval of the University’s Board of Trustees on an annual basis.
- 5. University Entry:** The University reserves the right to have authorized personnel enter any unit for the purposes of inspection, repairs and/or other official business.
- 6. Student Damages:** Each Student is personally responsible and liable for his or her prorated share of the University’s cost for replacement or repair incurred as a result of any loss or damage to the structure in which they are housed, and all damages to (reasonable wear and tear as determined by the University excepted) or losses of any University property furnished under this contract. Damages in community areas could result in an equal assessment of damage charges to members within that living community or appropriate members as deemed by University Housing.
- 7. Assignment:** The University reserves the right to reassign individuals to different rooms, residence halls or dining halls at any time in the event such reassignment is deemed necessary by the University. This also includes students assigned into temporary assignments.
- 8. Accommodations During Break Periods:** Students must vacate their rooms within 24 hours after termination of student status or their last final examination of the quarter. Penalties will be charged to the Students if they reside in University facilities between quarters or beyond the limits of their contract without prior consent of the University. Exceptions to remain in a Student’s assigned space require prior approval from University Housing. Living on campus in an assigned space or in conference facilities during break periods is not included in the Contract. For fees and availability, contact University Housing.
- 9. Pets:** The Student is not permitted to have cats, dogs, or any other animals in the residence halls except for aquarium-bound fish in tanks no larger than 25 gallons. Violation of this policy will result in fees and/or disciplinary action.
- 10. Firearms Policy (WAC 106-124-700):** No person shall have in his possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument (including paint guns) 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.
- 11. Live-In Requirement:** All single first year students enrolled in 7 college credits or more and under 20 years of age who are not living with their parents or certain relatives in a commutable distance, must live in the residence halls as required by WAC 106-156-010 and WAC 106-156-011. Running Start students, regardless of class standing, also must live on campus for one academic year..
- 12. Reassignment of Space:** The premises are to be used solely for residential purposes of those assigned by the University. The

Student may not assign or sublet the whole or any part of the premises or contract, and may not allow anyone to reside within the building more than three days and two nights in a given week.

13. **Alterations:** The Student must secure the written permission of the University before altering any portion of the room or University-owned equipment or furnishings. Furniture or appliances may not be moved from one room to another or removed from the assigned unit without written permission from University Housing.
14. **Services Provided:** The University shall furnish heat, electricity, and Internet to the space to which the Student is assigned, plus water and sewer services to the bathroom areas. The University will provide basic TV/FM cable service. 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 where 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 compensation 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.
15. **Termination of Contract:**

A) By the University for Default or Breach: The University may give the Student 10 days notice (Twenty-four or 48 hour notice of eviction if the student has been found in violation of the student judicial code or housing policies.) of intention to terminate this contract and may thereafter terminate the contract in the event of any of the following circumstances:

- 1) The Student is in default in payment of the contract for more than 10 days;
- 2) The Student breaches, violates, fails to perform or is in default of the performance of any of the terms and conditions or covenants of this contract. In the event this contract is terminated in accordance with the provisions of this section, the Student shall be required to surrender the assigned room and its fixtures to the University under the same terms, conditions, and covenants as would apply under this contract if the surrender were to take place at the completion of the contract. In the event that this contract is terminated for default or breach by the Student, the University may re-let the assigned room and fixtures or any part thereof in the name of the University on such terms and conditions as the University may determine. Loss of student status, including graduation, falls under this category and will result in contract cancellation.

No termination of this contract in accordance with the provisions of this section shall relieve the Student of his/her liabilities and obligations under this contract. All such liabilities and obligations shall survive any such termination. The provisions of this section relating to the rights of the University upon default or breach by the Student shall survive the termination or expiration of this contract.

All Students requiring processing for termination for breach of contract or any part thereof are assessed an additional \$50 fee to cover the processing costs.

B) By the Student: The contract may be cancelled with liquidated damages consisting of \$200 (administration fee which equals the \$200 deposit), \$300 per term or any part thereof for housing, and \$300 for dining per term remaining on the residence hall contract. Of the remaining balance on your residential meal plan, the current quarter dining dollars will be credited to your student account based on actual usage. The rollover dining dollars from previous quarter(s) will be moved to a meal plan designated for closed academic residence hall meals. The unused portion of this plan will revert to Dining Services at the end of the academic year. The rates set each year represent a commitment among the residents to support the total residential community with their payments and participation in the programming designed to enrich their college experience and increase their opportunity for academic and out-of-class learning success. **EACH STUDENT IS EXPECTED TO FULFILL HIS/HER CONTRACTUAL OBLIGATIONS FOR THE FULL TERM OF THE CONTRACT OR PAY LIQUIDATED DAMAGES AS NOTED.**

Written petitions to cancel contracts are available at University Housing and must be submitted to University Housing at least one week in advance of planned cancellation date.

C) Students Transferring from Residence Halls to on-campus apartments are required to sign an apartment contract. The term of the original residence hall contract remains in effect. Also, students are required to maintain a mandated debit account as stated in Section 25.

**D) By the Student Prior to Taking Occupancy:
Fees for contract cancellation**

Notice of Termination for Fall Quarter	
Prior to June 1	\$50 cancellation fee
June 1 to July 31	\$100 cancellation fee
After July 31	\$200 cancellation fee
Notice of Termination for Winter Quarter	
Prior to October 1	\$50 cancellation fee
October 1 to November 30	\$100 cancellation fee
After November 30	\$200 cancellation fee
Notice of Termination for Spring Quarter	
Prior to January 1	\$50 cancellation fee
January 1 to February 28	\$100 cancellation fee
After February 28	\$200 cancellation fee

E) By the Student Who Withdraws from the University: If the Student withdraws from the University, the offices of Academic Services, University Housing, and Financial Aid (if applicable) must be notified. University Housing will request a copy of the withdrawal slip. Withdrawal from the University causes student termination of a contract.

After taking occupancy when the student terminates the contract, the student owes the prorated room and board fees to the date of the checkout, but not less than the \$200 administrative fee. Within the last 15 days of the quarter, students must pay the full quarter contract amount.

16. Waiver of Breaches: 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 by an 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. 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 or grade reports, pursuant to WAC 106-124-010 and WAC 106-124-011, 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 institution.

19. Equal Opportunity: Central Washington University's policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment. Discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as a protected veteran is prohibited. The university provides an internal procedure for reporting discrimination and affords protection against retaliation for participating in the complaint process. Central Washington University complies with all applicable federal, state, and local laws, regulations, and executive orders including when soliciting bids and in the fulfillment of all contracts with governmental agencies. Persons of disability may request this material in alternative format or make arrangements for reasonable accommodation by calling University Housing at 509-963-1831 or by e-mailing housing@cwu.edu.

20. Room and Board Fees:

A) Room/board fees are due in full as follows:

Fall	Winter	Spring
Sept. 26	Jan. 9	April 2

B) **Late Fees:** A \$50 fee is placed on all student accounts that are not paid in full 10 days after the first due date. The second (final) due dates for each quarter are Nov. 1, Feb. 1 and May 1. A \$100 late fee is assessed on room and board fees not paid 10 days after second (final) due dates (Nov. 1, Feb. 1 and May 1) for each quarter.

The CWU Board of Trustees approves housing rates spring quarter for the following academic year. The payment schedule detailing housing and dining charges will be sent with the room assignments. Send all payments to: CWU Cashiers Office, 400 East University Way, Ellensburg, WA 98926-7490. On each check or with each payment, indicate the student's name and student's identification number.

Failure to bring an account up-to-date within 10 working days after the second late-fee assessment may result in cancellation of meal privileges and eviction. If eviction proceedings are necessary due to non-payment of fees, an eviction administrative fee of \$50 will also be assessed. A late charge of 1 percent will be assessed 30 days after due date.

- 21. Deferrals for Scholarships, Loans and/or Grants:** When payment of the residence hall room and board charges or fees is to be made from monies the applicant receives from grants, loans or scholarships, such sums are due upon receipt by the Student of such grants, loans and/or scholarships.
- 22. Consolidation Rooms:** When space is available, University Housing may offer the Students an option for reduced occupancy in the room or suite. There is an additional charge for Students who live in rooms which are not occupied to capacity but wish to retain the reduced occupancy to give the remaining resident(s) additional space. The reduced occupancy option may include: super-single rooms, triple occupancy room used as a double or single occupancy room, three-person suite used as a double occupancy suite, and a two- or three-person suite used as a single-occupancy suite.

If a vacancy exists in your room/suite and the consolidation option is offered, you may choose one of the following options:

Option 1. Stay in your current room without a roommate and pay the appropriate reduced-occupancy rates.

Option 2. Find a person in a similar situation and become roommates upon approval from University Housing and New Student Programs. University Housing can also help you find a roommate.

Option 3. If you are unable to find a roommate and you don't want Option 1, you may request that you maintain the multiple occupancy rate and welcome a new roommate if the University assigns one. This option needs to be approved by the University; contact University Housing.

University Housing reserves the right to consolidate individuals in multiple-occupancy rooms.

Options 2 and 3 must be completed by the 15th day of the quarter or within 15 days of your roommate's departure in order to avoid automatic implementation of Option 1, retroactive to the date your roommate departed or to the beginning of the term—whichever is appropriate.

- 23. Changing Rooms:** A room Transfer Day is offered each quarter. There are no room transfers permitted prior to Transfer Day without written approval from University Housing. On Transfer Day, requests for transfers are made through University Housing on a first-come, first-serve basis. If your request cannot be accommodated, your name will be placed on a waiting list. If you wish to transfer after Transfer Day, obtain a Transfer Request Form and approval from your residence hall coordinator of the current residence hall. After proper signatures are obtained, your request is sent to University Housing. We will try to accommodate your request, however, we can make no guarantee. At your request, you will be placed on a waiting list. Students are required to move within 48 hours from the time of approval. Failure to move will result in charges for both rooms. Students who change rooms without proper authorization from University Housing will be charged a \$100 penalty and may be required to move back to original assignment.
- 24. Meal Plans:** All students living in the residence halls are required to have a meal plan. The meal plans are pre-paid dining debit

accounts that residents use to purchase their meals, food, and sundry needs at all campus dining locations and convenience stores. The cost of each meal plan includes pre-paid dining debit dollars, which are added to the account at the beginning of each quarter. The four dining debit plans are:

Plan

Plan 1 – Athletic (XL)

Plan 2 – Large

Plan 3 – Medium

Plan 4 – Small

Plan 5 – Liberty Plan (for Kennedy Hall residents)

For further information regarding the meal plans, please visit our website, cwu.edu/dining.

Note: Additions or changes to the meal plans offered after this document has been printed will be sent to each student who has submitted a residence hall contract for the 2017-2018 school year.

A meal plan must be purchased every quarter. Money that remains in a student's pre-paid dining debit account at the end of either fall or winter quarter will be rolled over and added to the meal plan pre-paid dining debit balance selected for the next quarter. At the end of the academic year (spring quarter), money that remains in the account is not refunded and is forfeited. **Dining Services is closed on holidays.**

Exemptions to the meal plan requirement may only be for verifiable medical reasons. Exemption requests and medical verification must be submitted in writing and sent to Disability Services for evaluation. A committee comprised of Disability Services, University Housing, and Dining Services will review all requests. Should an exemption be granted, a dining service cancellation charge of \$300 will be assessed. Students with special dietary needs that may not be met by our dining service operation should NOT enter into this contract without consulting with University Housing and New Student Programs.

Students who transfer from the residence halls to campus apartments must pay a \$100 overhead charge. Such transfer students must initiate a start-up dining services debit balance of \$100 per quarter (or any part thereof) left on their residence hall contract. Students transferring during fall quarter must have an initial balance of \$300; those transferring during winter, \$200; and those during spring, \$100. This mandated balance must be established prior to approval of their apartment contract and is non-refundable. The mandated balance is valid only through the end of spring quarter for the current academic year.

- 25. Meal Plan Changes:** Students are encouraged to review use of the prepaid dining debit account each quarter to ensure they are buying the correct meal plan to meet their dietary needs. Meal plans may be changed either online at cwu.edu/housing or in person at the Connection Card Office located in the Student Union and Recreation Center, Room 131. Telephone requests will not be accepted. Changes may be made during the University's registration add/drop period only.

- 26. CWU Connection Cards:** Campus identification cards are issued to all students and must be presented when using your prepaid dining debit account to purchase meals or snacks at any campus dining location. Should a card be lost or stolen, report it immediately to avoid its use by another individual and to arrange for replacement. Lost cards cost \$35 to replace. Unauthorized use of your card by another individual is forbidden and may result in a \$100 fine. (Cards cannot be borrowed.)

Connection cards showing normal wear and tear that no longer work may be replaced at no cost as long as the card is present for exchange. Damage to cards (hole punch, writing, stickers, bending, etc.) is strictly prohibited and the replacement fine will be charged.

- 27. Damage or Loss Fines and Cleaning Charges:** Students must keep their assigned room clean and advise University staff of any necessary repairs. Following is a partial list of items for which the cost to clean, repair damages, and/or replace losses will be charged to the Student's account (\$35 minimum).

A listing of possible charges to the student's account is as follows:

Carpet damage	Cost to repair
Failure to leave room adequately clean	\$35 or cleaning cost, whichever is greater
Failure to clean micro-fridge	\$35
Damage to building, room, or contents	Cost to repair
Damage to mail box	Cost to repair
Damage to walls	Cost to repair
Damage to exit signs	\$100 or repair costs, whichever is greater
Fire protection equipment: (all violations)	
Misuse of fire extinguishers	\$500
Tampering with fire alarm, fire detection, evacuation system, smoke detectors, sprinklers	\$500 or repair costs, whichever is greater plus Disciplinary Referral and/or prosecution
Furniture:	
Loss of furniture or equipment	Current replacement value
Moving furniture without authorization	\$50 per item or costs, whichever is greater
Damage to furniture	\$50 per item or costs, whichever is greater
Improper checkout	\$35
Replacement of lost keys:	
Room	\$35
Laundry/entrance	\$35
Mail box	\$10
Replacement of any broken or bent keys: (Key must be returned to Housing Services)	\$10
Laundry facility use by non-residents	\$25
Roofs: Being on roofs of buildings	\$50 plus cost to repair damages
Smoking in rooms or on balconies	\$50
Windows: Throwing objects from residence hall windows, roof, or balcony	\$50
Removal of window stops	\$50 or cost to repair
Pet in University housing*	Fine of up to \$500

*If there has been a pet in the room, your contract is subject to termination. (Pets are strictly forbidden in University Housing.)

NOTE: "Damages" are solely determined by the University.

28. The following are WAC codes that pertain to making appeals.

Appeals should be made to the Senior Director of University Housing and New Student Programs.

WAC 106-124-010 FINANCIAL OBLIGATIONS OF STUDENTS: Admission to or registration with the University, conferring of degrees, and issuance of academic transcripts or grade reports may be withheld for failure to meet financial obligations to the University.

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, charge, 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 30 days after the notice of assessment was sent to the student. The dean or director, or his 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 thereon which shall be final.

Appeals: Students may appeal all damage charges and late fees if they do so within 30 working days of the billing for these charges and fees. To appeal, simply state your reason for appeal, in writing, and deliver it to University Housing and New Student Programs, located in Button Hall, or mail it to: CWU University Housing, 400 East University Way, Ellensburg, WA 98926-7513.

Students may appeal the decisions to the Associate Dean of Student Success or designee if they do so within 10 business days of notification. To appeal, address written objection to: Associate Dean of Student Success or designee, Button Hall, 400 East University Way, Ellensburg WA 98926-7513.

29. Partial Invalidity: Any provision of this contract which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

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