



BROOKLANE VILLAGE AND GETZ-SHORT CONTRACT TERMS AND CONDITIONS OF APARTMENT RESIDENCE ACCOMMODATIONS 2024-2025

By electronically signing and submitting the Central Washington University Apartment Application via my MyCWU's online account, I confirm that I have read, understand, and agree to the terms of the Contract. I further agree to abide by all the policies and procedures outlined in the Apartment Reference Guide as they now exist or as amended throughout the term of the Contract.

CWU Students Only: I understand that this Contract is contingent upon academic admission to Central Washington University and maintenance of enrollment in at least 7 credits per quarter.

CWU Employees Only: The term of this Contract is for 6 months with an option to extend if space permits, not to exceed one calendar year. During the term of the Contract, the employee ("Resident") must be a full-time employee of Central Washington University. The Resident must have a contract with Central Washington University as a member of the faculty, an administrative exempt position, or occupying a classified staff position for the calendar year. In the event the Resident fails to meet the requirements of employment by Central Washington University, the Resident must vacate the premises by giving a 30-day notice.

Hereafter, you, the applicant, future student or employee will be referred to as the "Resident", and Central Washington University will be referred to as the "University."

1. **Term of Contract:** This Contract is a full year contract. No cancellation may be considered except as noted in Section 7. **Student is entitled to a unit in Brooklane or Getz-Short as offered by the University pending space availability.** The term of this Contract starts on June 16, 2024 through June 21, 2025 and may be renewed annually for as long as the Student wishes to remain, fulfills the terms of the Contract, and remains eligible for University Housing. All exceptions to eligibility requirements may be appealed and approved in writing to the Director of Housing.
 - a. Student is responsible for the whole unit unless roommate(s) have also filled out an apartment application, signed the contract and been assigned to the unit.
 - b. If transferring from a CWU Residence Hall, the "term" remains that specified in the Residence Hall Contract. All other conditions above remain in effect.
 - c. Students checking into an occupied apartment assume responsibility for the current condition of the apartment.
 - d. Rent for partial months will be pro-rated based on a daily rate for the days the Student has possession of the apartment.
 - e. Monthly rent will be equally divided by the number of occupants in the unit.
 - f. One extra occupant may be added to the standard occupancy for a surcharge of \$200 to the base monthly rent. Standard occupancy is 1 person for studio style and 1-bedroom units, 2 people for 2-bedroom units and 3 people for 3-bedroom units.
2. **Space Assignment:** The University reserves the right to reassign individuals to different apartments and/or apartment complexes at any time in the event such reassignment is deemed necessary by the University.
 3. **Reassignment Space:** The premises are to be used solely for residential purposes of those assigned by the University. The Resident may not assign or sublet the whole or any part of the premises or Contract. The Resident may not allow others to reside in the premises on an extended and/or permanent basis without the express written permission of the University.
 4. **Rent Payment:** Rent is due and payable on the FIRST OF EACH MONTH. Payment can be made via the MyCWU online account or in person at the Cashiers Office. Payment for a partial month of occupancy will be prorated by the number of days in the month for every day of occupancy. Late payments are subject to a \$50 late charge. If an additional payment is not made to bring the account up to date prior to the due date, the Resident will be assessed 1 percent interest 30 days after due date.
 5. **Rate Increase:** The rate for the year 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. Rates may change according to approval of the University's Board of Trustees on an annual basis, and generally go into effect on July 1.
 6. **Contract Confirmation:** Assignments will be made for each Student by unit. Students wishing to room together may choose their own roommates if there is an open room in the unit. There is no formal roommate matching process. Student may

request specific roommates, and if mutually agreed, the assignments will be made. Housing Services reserves the right to evaluate roommate assignments if there are concerns from the residents. 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 7.

7. Termination of Contract:

a. **By the University for Default or Breach:** The University may give the Student 10 days' notice of intention to terminate this Contract and may thereafter terminate the Contract in the event of any of the following circumstances:

- i. The Student is in default of payment for more than 10 days.
- ii. 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.

24- or 48-hour notice of eviction may be served if Student has been found in violation of the student conduct code or housing policies.

In the event this Contract is terminated by the University, the Student shall be required to vacate the space under the same terms and conditions as would apply at the completion of this contract. If this Contract is terminated for default or breach by the Student, the University may reassign the space.

Termination of this Contract in accordance with this Section 7 shall not relieve the Student of their liabilities and obligations under this Contract. All liabilities and obligations shall survive any such termination. The provisions of this Section 7 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 breach of contract termination are assessed an additional \$50 fee to cover the processing costs.

b. **By the Student:** Contract cancellation requests are reviewed by a committee. Any cancellation requests that are approved are subject to liquidation fees. The Contract may be canceled with liquidated damages consisting of \$200 (cancellation fee), \$300 per quarter or

any part thereof for housing remaining on the Contract.

EACH STUDENT IS EXPECTED TO FULFILL THEIR CONTRACTUAL OBLIGATIONS FOR THE FULL TERM OF THE CONTRACT. IF THE CONTRACT CANCELLATION REQUEST IS DENIED, THE STUDENT IS RESPONSIBLE FOR THE FULL HOUSING CHARGES TO FULFILL THEIR CONTRACT.

Written petitions to cancel contracts are available at Housing Services or through the Students MyHousing portal and must be submitted to Housing Services to be reviewed by a campus committee.

c. **By the Student Who Withdraws from the University:** If the Student withdraws from the University, the Registrar's Office, Housing Services, and Financial Aid (if applicable) must be notified. Withdrawal from the University causes Student termination of a contract.

If the Student terminates the Contract after taking occupancy, the Student owes prorated housing 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 contract amount.

d. **By the Student Prior to Taking Occupancy:** If a Student cancels after accepting an apartment assignment, there will be a \$200 cancellation fee.

8. Extenuating circumstances: If termination of the Contract is sought at any time because of extenuating circumstances, the Resident must request in writing to be released from the Contract and at the University's sole discretion, may be held responsible for rent to the end of the contract term.

9. Public Health Emergency: Residents residing in campus housing are expected to comply with applicable guidelines and/or directives of the Centers for Disease Control, state and local governmental authorities, including county health officials, and the University relating to preventing the spread of communicable diseases. Residents who have contracted or been exposed to a communicable disease may be required to be isolated or quarantined in accordance with applicable public health guidelines or directives. The University reserves the right to adjust or cancel housing assignments and contracts as may be necessary to reduce the risk of infection.

10. Loss and Damage: The University will not be responsible for the loss of any Resident property due to theft, vandalism, fire, earthquake, or any other act NOT caused by the direct and sole negligence of the University.

11. Resident Damages: Resident will be responsible

for all damages caused by Resident, including but not limited to, fire, smoke, or activation of the sprinkler system, if applicable. During the term of this Contract, Resident should maintain general liability coverage, purchased through a renter's or a homeowner's insurance policy, for their acts and omissions in the minimum amount of \$300,000.00 per occurrence. 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 Housing Services.

- 12. Departure Agreement:** The Resident agrees that at the end of the term of this Contract, 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 Resident 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
- 13. Damage or Loss Fines and Cleaning Charges:** Residents must keep their assigned room clean and advise University staff of any necessary repairs as soon as practicable. A partial list of items for which the cost to clean, repair damages, and/or replace losses that will be charged to the Resident (\$35 minimum) can be found in the Apartment Guide.
NOTE: "Damages" are solely determined by the University.
- 14. Animals:** Animals are not permitted in the apartments, including but not limited to cats, dogs, or any other animal except for animals providing assistance for persons with disabilities, and for aquarium-bound fish in tanks no larger than 10 gallons. Violation of this policy will result in fees and/or disciplinary action.
- 15. 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.
- 16. Alterations:** Residents 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.
- 17. Services Provided:** The University shall furnish electricity, heat, water, sewer, and refuse services. 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. Service interruptions will not entitle Resident to rent reduction, other compensation,

nor changes to the obligations of this Contract.

- 18. Resident Maintenance:** The Resident 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 Resident agrees, at their 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.
- 19. Waste and Injury to Premise:** The Resident agrees not to commit or permit waste, damage, or injury to the property or surrounding area, and to keep the grounds in good order. Resident will not accumulate trash or other items at their unit and deposit waste in an appropriate receptacle. At the request of the University, the Resident 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.
- 20. Appeals (WAC 106-124-010 and WAC 106-124-011)**
Students may appeal all damage charges and late fees if they do so within 30 calendar days of the billing for these charges and fees. To appeal: state the reason for challenging the validity of the charge in an email and deliver through the Student's CWU email account to housing@cwu.edu. Students will be notified of their appeal results via email. Students may appeal this decision to the Executive Director of Housing and Residence Life or designee if they do so within 10 business days of notification. To appeal, address written objection to: Executive Director of Housing and Residence Life or designee and deliver through the Student's CWU email account to housing@cwu.edu.
- 21. 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 Resident of any provision of this Contract.
- 22. Contract Expulsion:** For Students, failure to satisfy any financial obligations incurred in accordance with the terms and conditions of this Contract (together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due) may, to the extent permitted by law, 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.

23. Waiver of Breaches: Failure of the University to exercise any right or remedy available to the University as a result of the Resident'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 Resident 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.

24. 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.

Revised 6/2023

Central Washington University is an EEO/AA/Title IX Institution. The University'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, ethnicity, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, genetic information, or status as protected veterans. The University administers an affirmative action program for employment purposes and complies with applicable federal, state, and local laws, regulations, and executive orders. Policy statements on affirmative action, gender equity, and sexual harassment, as well as discrimination complaint and resolution policy and procedures available at the Civil Rights Compliance website under [Equal Opportunity](#).

The person responsible for institutional compliance with most federal and state laws and institutional policies pertaining to discrimination is the Director, Civil Rights Compliance & Title IX Coordinator. They also serve as the university's ADA Compliance Officer and can be contacted for any questions or concerns related to disability-related laws and institutional policies at 509-963-2050 or by email at crc@cwu.edu. Office of Civil Rights Compliance is located on 2nd floor of Barge Hall, Suite 204.

Persons of disability may request this material in alternative format or make arrangements for reasonable accommodation by calling Housing Services at 509-963-1831 or by emailing housing@cwu.edu.