



HOUSING AND DINING CONTRACT TERMS AND CONDITIONS OF RESIDENCE HALL ACCOMMODATIONS 2024-2025

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

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 Contract:** This Contract is for the entire academic year or the portion remaining at the time of admission. No cancellation may be considered except as noted in Section 10. **Student is entitled to space in a residence hall and meal services as offered by the University and selected by the Student pending space availability.** The term of this Contract shall be from September 19, 2024, through June 14, 2025, with the exceptions of winter and spring quarter breaks: December 14, 2024 through January 4, 2025, and March 22, 2025 through March 29, 2025. Dates are subject to change if the University implements an altered academic calendar.
- 2. 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, whichever occurs first. Penalties will be charged to the Student 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 Housing Services. Living on campus in an assigned space or in conference facilities during break periods is not included in this Contract. For fees and availability of break housing, contact Housing Services.
- 3. Contract Confirmation:** Assignment of space to the Student 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 10.
- 4. Space Assignment:** The University reserves the right to reassign individuals to different rooms and/or residence halls at any time in the event such reassignment is deemed necessary by the University. This also includes Students assigned into temporary assignments.
- 5. 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. The Student may not allow anyone to reside within the building for more than three days and two nights each week.
- 6. Live-In Requirement:** All non-married first year students enrolled in 7 college credits or more and under the age of 20 must live in the residence halls as required by WAC 106-156-010 and WAC 106-156-011. Students that have not completed one full year of college post high school completion are considered first year students regardless of college credits count.
Exemptions may be granted for students residing with parents or certain relatives within a commutable distance to Ellensburg main campus.
- 7. Room and Board Fees:**
Payment can be made via the Student's MyCWU online account or in person at the Cashiers Office. Failure to bring an account up to date within 10 business days after the first late-fee assessment may result in cancellation of meal plan and eviction. If eviction proceedings are necessary due to non-payment of fees, an eviction administrative fee of \$50 will also be assessed. Interest at 1% will be assessed every 30 days after the due date on any outstanding balance.
 - a. Room/board fees** are due in full 7 calendar days after the start of instruction each quarter (due date).
 - b. Late Fees:** A \$50 late fee is placed on all student accounts that are not paid in full 10 calendar days after the due date. An additional \$100 late fee is assessed to accounts that are not paid in full by the 40th calendar day of each quarter.
- 8. 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.

9. **Deferments:** When payment of the residence hall room and board charges or fees is to be made from funds the applicant receives from grants, loans or scholarships, such sums are due upon receipt by the Student of such grants, loans and/or scholarships via Student Accounts.

10. **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 of this Contract.

24- or 48-hour notice of eviction may be served if the 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 10 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 10 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 requests that are approved are subject to liquidation fees. The Contract may be canceled with liquidated damages consisting of \$200 (cancellation fee), \$300 per term or any part thereof for housing, and \$300 for dining per term remaining on the Contract. Of the remaining balance on the Student's residential meal plan, the current quarter dining dollars will be credited to the 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.

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 ROOM AND BOARD 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. **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 dining debit account as stated in Section 11.

- d. **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 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.

- e. **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 November 15 \$50 cancellation fee

November 15 to December 1 \$100 cancellation fee

After December 1 \$200 cancellation fee

Notice of Termination for Spring Quarter

Prior to February 28 \$50 cancellation fee

February 28 to March 13 \$100 cancellation fee

After March 13 \$200 cancellation fee

11. **Meal Plans:** All Students living in the residence halls are required to have a residential meal plan ("meal plan"). The meal plans are pre-paid dining debit accounts that Students use to purchase their meals, food, and various other items 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. For further information regarding the meal plans, please visit our website, cwu.edu/dining.

Note: Additions or changes to the meal plans offered will be sent to each Student who has submitted a residence hall contract for the school year. 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 are closed on holidays and may only have limited services during quarter breaks.

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, Housing Services, Residence Life, and Dining Services will review all requests. Students with special dietary needs that may not be met by our Dining Service operation should NOT enter into this Contract without consulting Housing Services.

Students who transfer from the residence halls to campus apartments must enroll in a meal plan equal to \$100 per quarter of the remainder of their residence hall contract. This mandated balance must be established prior to approval of their apartment contract and is non-refundable. At the end of the academic year (spring quarter), money that remains in the account is not refunded and is forfeited.

12. **Meal Plan Changes:** Students are encouraged to review use of their meal plan's 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 through MyCWU or in person at the Connection Card Office. Changes may be made during the University's registration add/drop periods only.
13. **Public Health Emergency:** Students 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. Students who have contracted or have 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.
14. **Loss and Damage:** 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

15. **Student Damages:** Student will be responsible for all damages caused by Student, including but not limited to, fire, smoke, or activation of the sprinkler system, if applicable. During the term of this Contract, Student 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. Students are encouraged to provide University with evidence of liability coverage prior to occupancy of contracted premises. 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.
16. **Damage or Loss Fines and Cleaning Charges:** Students 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 Student's account (\$35 minimum) can be found in the Residence Hall Reference Guide.
NOTE: "Damages" are solely determined by the University.
17. **Animals:** Animals are not permitted in the residence halls, 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.
18. **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.
19. **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 Housing Services.
20. **Services Provided:** The University shall furnish heat, electricity and internet to the space to which the Student is assigned, plus water, sewer, refuse, and recycle services to the building. 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. Service interruptions will not entitle Student to rent reduction, other compensation, nor changes to the obligations of this Contract.
21. **Changing Rooms:** There is one transfer day offered each quarter where Student's may request to change rooms (see the Housing and Dining

Reference Guide). Students who change rooms without proper authorization from Housing Services may be responsible for the cost of both rooms, referred to student conduct, and/or be required to move back to the original assignment.

- 22. CWU Connection Cards:** Connection Cards (“Cards”) are campus identification cards that are issued to all Students. Cards must be presented when using prepaid meal plan dining debit accounts to purchase meals or snacks at any campus dining location. Should a Card be lost or stolen, it should be reported immediately to avoid its use by another individual and to arrange for replacement. Lost Cards cost \$35 to replace. Unauthorized use of Cards by another individual is not permitted and may result in referral to student conduct and a \$100 fine. (Cards cannot be borrowed.)

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.

- 23. 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 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.

- 24. 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.
- 25. Contract Expulsion:** To the extent permitted by law, 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 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.
- 26. 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.
- 27. 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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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.