



ANDERSON, STUDENT VILLAGE, WAHLE, AND CARMODY-MUNRO CONTRACT TERMS AND CONDITIONS OF APARTMENT RESIDENCE ACCOMMODATIONS 2024-2025

By electronically signing and submitting the Central Washington University Apartment Application via my MyCWU 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. 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 a 9-month contract. No cancellation may be considered except as noted in Section 8. **Student is entitled to space in Anderson, Student Village, Wahle Complex, or Carmody-Munro as offered by the University and selected by the Student pending space availability.**
 - a. The Contract term for Student Village and Wahle will be from September 13, 2024 through June 21, 2025.
 - b. The Contract term for Anderson Hall will be from September 15, 2024 through June 21, 2025.
 - c. The Contract term for Carmody-Munro will be from September 15, 2024 through June 21, 2025.
2. **Contract Confirmation:** Assignments and room charges will be made for each Student by bedroom with common areas to be shared by all occupants of the unit. Each Student will only be charged for their specific bedroom. 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 may assign an eligible Student to open rooms at any time. If a current Student with a vacant room in their unit refuses an assigned roommate, they will be assessed the entire unit rent from their original move-in date and subject to contract termination and referral to student conduct. 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 8.

3. **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. This also includes Students assigned into temporary assignments
4. **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.
5. **Housing Fees:** Payment can be made via the Student's MyCWU online account or in person at the Cashiers Office. Payment for a partial month or quarter of occupancy will be prorated by the number of days in the month or quarter 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 Student will be assessed 1 percent interest 30 days after due date.
 - a. **Student Village / Wahle / Carmody-Munro:** Rent is due the first of each month.
 - b. **Anderson:** Room fees are due in full 7 calendar days after the start of instruction each quarter.
6. **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.
7. **Grants, Loans and Scholarships:** When payment of the housing 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.

8. 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:
- The Student is in default of payment for more than 10 days.
 - 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 8 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 8 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.

9. **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.
10. **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. 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.
11. **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 Apartment Guide.
NOTE: "Damages" are solely determined by the University.
12. **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.
13. **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.
14. **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.

- 15. 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 apartments. 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.
- 16. Room Changes:**
- a. In the event a space is open, or becomes open, in the unit you are assigned to, the remaining occupant(s) will be notified of the pending vacancy and will have 7 days to notify Housing Services of an eligible replacement. Students may select any eligible Student, regardless of gender. If the remaining occupant(s) do not have an eligible replacement, Housing Services will assign someone to the open space. By default, Housing Services will assign Students of the same gender into vacant spaces.
- b. Students moving out of their apartment into a Residence Hall will need to complete a residence hall application and pay an application fee. Students moving out of their apartment into another University owned Apartment may do so, however they will be bound to the length of the original contract terms of the academic year. Student will need to fill out the applicable application and pay the \$200 apartment deposit. Movement to another unit within their Complex will not be allowed under normal circumstances due to additional administrative and facilities costs. Residents wishing to move to another on-campus apartment complex will be evaluated on a case-by-case basis. 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.
- 17. 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.
- 18. Waste and Injury to Premise:** The Student agrees not to commit or permit waste, damage, or injury to the property or surrounding area, and to keep the grounds in good order. Student will not accumulate trash or other items at their unit and will deposit waste in an appropriate receptacle. 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.
- 19. 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.
- 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 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 Student of any provision of this Contract.
- 22. 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.
- 23. 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.

- 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 06/2023

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.