

ROOM AND BOARD CONTRACT

TERMS and CONDITIONS OF RESIDENCE HALL ACCOMMODATIONS • SUMMER 2019

This contract is contingent upon the applicant's admission to Central Washington University and maintenance of enrolled status during summer session. 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 Application 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

- A) Full Session (nine weeks): Term of this contract shall be from June 16 through and including August 16, 2019. The Student is entitled to space in the residence halls beginning Sunday, June 16, (after 1 p.m.) and to meal services beginning with dinner on Sunday, June 16, 2019 and ending with dinner on Friday, August 16, 2019, as provided by the meal plan offered by the University and selected by the Student.
- B) Six-Week Session: Term of this contract shall be from June 16, through and including July 26, 2019. The Student is entitled to space in the residence halls beginning Sunday, June 16, (after 1 p.m.) and to meal services beginning with dinner on Sunday, June 16, 2019 and ending with dinner on Friday, July 26, 2019, as provided by the meal plan offered by the University and selected by the Student.

- 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.
- 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 summer session may be increased by no more than five percent for emergency purposes by directive authorized by the University's Board of Trustees.
- 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 or losses of any University property furnished under this contract (reasonable wear and tear as determined by the University excepted). 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.
- 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 session. Penalties will be charged to the Students if they reside in University facilities 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. For fees and availability, contact Housing and Residence Life.
- 9. **Pets:** The Student is not permitted to house any animals in the residence halls except for aquarium-bound fish in tanks no larger than 25 gallons.
- 10. **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, pellet guns and paint guns. 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. **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.

12. **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 permission. Lofts are not permitted in any University residence hall.
13. **Services Provided:** The University shall furnish heat and electricity, plus water and sewer services to the bathroom areas. The University will provide basic TV/FM cable service, excluding premium channels. 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.
14. **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:
- 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.
- 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 Student may terminate this contract at will according to the following provisions, terms and conditions:
- 1) Requests for termination must be in writing and signed by the Student.
 - 2) All requests for termination must be addressed to: University Housing, Central Washington University, 400 East University Way, Ellensburg WA 98926-7513. Notification of cancellation to other University offices will NOT terminate this contract.
 - 3) Student termination of the contract prior to taking occupancy and prior to May 15 will result in a refund of \$100 of the required \$200 room deposit. Termination of the contract prior to taking occupancy and between May 16 and June 1, will result in a refund of \$50 of the required \$200 room deposit. Termination of the contract prior to taking occupancy but after June 1, will result in NO refund of the \$200 room deposit. Termination of this contract after taking occupancy requires \$200 in liquidated damages for the current session in addition to the following payments:
 - (a) Within first fifteen days of any session, Student must pay full fifteen days of prorated contract amount for that session (regardless of whether it is the second day or the fifteenth day).
 - (b) Between the sixteenth day and up to the sixteenth day prior to the end of the session, Student must pay prorated room and board fees up to and including the date of vacancy.
 - (c) Within the last fifteen days of the session, Student must pay the full session contract amount.
15. **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 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.
16. **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.
17. **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.
18. **Equal Opportunity:** Central Washington University is an AA/EEO/ Title IX Institution. 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.

19. Room and Board Fees:

- A) Due Dates: Room and board fees are due in full on the following due dates:
Six-Week Session — June 17, 2019.
Full Session — June 17, 2019.
All payments may be paid online through MyCWU, or through the CWU Cashier's Office.
- B) Late Fees: Fees not paid on or before their due date may be assessed a late fee of \$50 after July 1, 2019. Failure to bring an account current within ten working days after late-fee assessment may result in cancellation of meal privileges and eviction. If eviction proceedings are necessary due to nonpayment of fees, an eviction administrative fee of \$50 will also be assessed.

20. Deferments 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.

21. Meal Plan: A meal plan is included with the summer residence hall contract. The meal plan you select for summer session is predicated on the session you attend and the amount of time you plan to spend on campus. Your pre-paid plan begins with the amount you select and purchases are deducted each time you use your Connection Card. Your meal plan is active during the entire session you attend. Money in a prepaid dining debit account is only valid for purchases at dining locations.

	6-Week Session	9-Week Session
Per Session	\$710	\$1,083

Regular summer dining plans are used exclusively for dining needs, operate in a declining balance system, and offer you a 13 percent discount on retail prices at any dining location.

Additional money for dining purposes may be deposited into the prepaid dining debit account at any time. Money may be added at the Connection Card office in the Student Union and Recreation Center. Students with larger dietary requirements will need to deposit additional money to meet their dining needs.

Unused money which remains at the end of the selected summer contract term in the prepaid dining debit account is not refunded. Students are responsible to manage their own prepaid dining debit account so that their monetary balance is as close to \$0 as possible before leaving school.

Exceptions to the meal plan requirement may only be exempted for verifiable medical reasons. Exemption requests and medical verification, in writing, must be sent to the director of Dining Services for consideration. Should an exemption be granted, a minimum \$100 CWU Dining Services overhead charge will be assessed. Students with special dietary needs that may not be met by CWU Dining Services should NOT enter into this contract without first consulting with the registered dietitian at CWU Dining Services.

22. Meal Plan Features

- Students may purchase meals, snacks and espresso drinks in the dining locations in the Student Union Building. Please refer to CWU Dining Services web page for more detailed information at cwu.edu/dining
- Students may purchase meals or snacks for guests with their prepaid dining debit account.

- The prepaid dining debit account is valid only between the specified dates of the summer contract signed by the student. Any monetary balance remaining on the prepaid dining debit account at the end of the contract period is non-refundable.

- 23. **Summer Holiday Closure:** Dining Services hours for July 2, 3, 4, and 5 will be limited and published at a later date.
- 24. **Identification Cards:** All residents must present their campus identification card for dining service. Identification cards are issued through the Connection Card office. Should an identification card be lost or stolen, report it immediately to the Connection Card office to avoid its use by another individual. Unauthorized use warrants confiscation, a fine (up to \$100) and /or disciplinary action. There is a \$20 replacement fee for lost cards and \$35 for Barto Hall key access cards.
- 25. **Damage or Loss Fines and Cleaning Charges:** Student must keep 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):

Carpet Damage	Cost to repair
Failure to leave room adequately clean	\$45 or cleaning cost, whichever is greater
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:	
Misuse of Fire Extinguishers	\$100
Tampering with Fire Alarm, Fire Detection, Evacuation System or Smoke Detectors	\$100 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
Replacement of Lost Keys:	
Room	\$35
Laundry/Entrance	\$35
P.O. Box	\$10
Replacement of Any Broken or Bent Keys: (key must be returned to University Housing)	\$10
Laundry Facility Use by Non-Residents	\$25
Roofs: Being on Roofs of Buildings	\$50 plus cost to repair damages
Windows:	
Throwing objects from residence hall windows, roof or balcony	\$50
Removal of window stops	\$50
Pet in University Housing*	\$500 standard fine

*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.

- 26. **Appeals:** Students may appeal all damage charges and late fees if they do so within ten working days of the billing for these charges and fees. To appeal, state your objection, in writing or through your CWU e-mail account, and deliver it

to University Housing located in Button Hall: 400 East University Way, Ellensburg, WA 98926, or e-mail: housing@cwu.edu. Appeals are first heard by the Director of Housing Operations and Marketing, if further appeal is desirable, through the Associate Dean of Student Success or designee. Decisions of the Associate Dean of Student Success or designee are final. Damages and fees assessed by the Associate Dean of Student Success or designee are due and payable immediately.

The following are WAC codes that pertain to making appeals. Appeals should be made to the Director of Housing Operations and Marketing or designee.

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 not less than ten days after the notice of assessment was sent to the Student. The dean or 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 thereon which shall be final.

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.

28. **Summer Session Rates** for Housing and Residence Life and Dining Services.

	6-Week Session	9-Week Session
Shared Room	\$813	\$1,240
Shared Room Suite	\$1,078	\$1,644
Single Room Suite*	\$1,121	\$1,712
MEAL RATES		
Per Session	\$710	\$1,083
SUMMARY		
Shared Room w/Meals	\$1,523	\$2,323
Shared Room Suite w/Meals	\$1,788	\$2,727
Single Room Suite w/Meals	\$1,831	\$2,795
Extension Rate(to Sep. 14, 2019)	\$800	\$500

PLEASE NOTE: The prices quoted above include the dining costs as outlined in Section 21.