



# HOUSING AND DINING SERVICES

# ROOM AND BOARD CONTRACT

## TERMS AND CONDITIONS OF RESIDENCE HALL ACCOMMODATIONS • 2020–2021

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.

<b>Subject</b> .....	<b>Section #</b>
Term of Agreement.....	1
COVID-19 Special Terms.....	2
Space Confirmation.....	3
Loss and Damage.....	4
Rate Increases.....	5
University Entry.....	6
Student Damages.....	7
Assignment.....	8
Accommodations During Break Periods.....	9
Pets.....	10
Firearms Policy.....	11
Live-in Requirement.....	12
Reassignment of Space.....	13
Alterations.....	14
Services Provided.....	15
Termination of Contract.....	16
Waiver of Breaches.....	17
Cumulative Remedies.....	18
Expulsion or Salary Deduction.....	19
Equal Opportunity.....	20
Room and Board Fees.....	21
Deferments for Scholarships, Loans and/or Grants.....	22
Changing Rooms.....	23
Dining Debit Accounts.....	24
Meal Plan Changes.....	25
CWU Connection Cards.....	26
Damage or Loss Fines and Cleaning Charges.....	27
Appeals.....	28
Partial Invalidity.....	29

**guidelines and/or directives of the Centers for Disease Control, state and local governmental authorities, including county health officials, and CWU relating to preventing the spread of COVID-19. Residents determined to have contracted or to have been exposed to the virus may be required to be isolated or quarantined in accordance with applicable public health guidelines or directives. CWU reserves the right to adjust or cancel housing assignments and contracts as may be necessary to reduce the risk of COVID-19 infection.**

3. **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 16.
4. **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.
5. **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.
6. **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.
7. **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 Housing.
8. **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.
9. **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 Housing and Residence Life. 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 Housing.
10. **Pets:** The Student is not permitted to have cats, dogs, or any other animals in the residence halls 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.
11. **Firearms Policy (WAC 106-124-700):**  
No person shall have in their 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.

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 16. **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.** Meals will not be provided during academic quarter breaks. Term of this contract shall be from September 4, 2020, through June 12, 2021, with the exceptions of winter and spring quarter breaks: November 22, 2020 through January 3, 2021, and March 20, 2021 through March 27, 2021.
2. **COVID-19 Special Terms:** These special terms are in effect for the duration of the COVID-19 pandemic. Students residing in campus housing are expected to comply with applicable

- 12. Live-In Requirement:** All non-married 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.
- 13. 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.
- 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.
- 15. 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 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.
- 16. 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:** Housing will review any requests for contract cancellation. Any cancellation requests that are approved are subject to liquidation fees. The contract may be canceled 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. 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 and must be submitted to Housing 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 debit account as stated in Section 24.

**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 \$150 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

**E) By the Student Who Withdraws from the University:** If the Student withdraws from the University, the Registrar's Office, Housing, and Financial Aid (if applicable) must be notified. 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.

**17. 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.

**18. 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.

**19. Expulsion:** 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.

**20. Equal Opportunity:** Central Washington University is an EEO/AA/Title IX Institution. CWU'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 [www.cwu.edu/resources-reports](http://www.cwu.edu/resources-reports).

The person responsible for institutional compliance with most federal and state laws and institutional policies pertaining to discrimination is Staci Sleigh-Layman, Executive Director, HR, and Title IX Coordinator, 509-963-1202 or hr@cwu.edu. She also serves as the university's ADA Compliance Officer and can be contacted for any questions or concerns related to disability-related laws and institutional policies, 509-963-1202 or hr@cwu.edu. Human Resources is located in Mitchell Hall, First Floor.

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

**21. Room and Board Fees:**

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

Fall	Winter	Spring
Sept. 15	Jan. 11	April 5

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 Oct. 8, 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 (Oct. 8, Feb. 1 and May 1) for each quarter.

The CWU Board of Trustees approves housing rates for the following academic year. Payment is due on the student's MyCWU online account or in person at the Cashiers office. 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 first 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.

**22. 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.

**23. Changing Rooms:** Transfer Day is offered each quarter. There are no room transfers permitted prior to Transfer Day without written approval from Housing. On Transfer Day, requests for transfers are made through Housing on a first-come, first-serve basis through the students MyHousing portal. If your request cannot be accommodated, your name will be placed on a transfer list. If you wish to transfer after Transfer Day, you would need to contact your Residence Hall Coordinator for approval and your request is sent to Housing Services. We will try to accommodate your request, however, we can make no guarantee. At your request, you will be placed on a transfer 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 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.

For further information regarding the meal plans, please visit our website, [cwu.edu/dining](http://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 2020-2021 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, Housing and Residence Life, 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 Housing and Residence Life.

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 through MyCWU or in person at the Connection Card Office, located in Bouillon 104. 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	\$45 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 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 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 Director of Housing Operations and Marketing.

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 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.

**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, state your reason for appeal, in writing, and deliver through your CWU email account or to Housing at CWU Housing , 400 E University Way, Ellensburg, WA 98926-7513.

Students may appeal the decisions 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 your CWU email account or to Housing at CWU Housing , 400 E 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.

Revised 06/2020

Central Washington University is an EEO/AA/Title IX Institution. CWU'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 [www.cwu.edu/resources-reports](http://www.cwu.edu/resources-reports).

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