

EASTERN WASHINGTON UNIVERSITY
2018-2019 Housing and Dining Services Contract
housing@ewu.edu • 1027 Cedar St, Cheney, WA 99004-7007
(509)359-2451 • (800)583-3345

1. General Conditions:

- a. The Eastern Washington University 2018-2019 Housing and Dining Services Contract (hereafter referred to as "Contract") is the legally binding agreement between Eastern Washington University and the student for the provision of housing and dining services for the 2018 – 2019 academic year through Housing and Residential Life (hereafter referred to as "EWU Housing").
- b. For the purposes of this Contract, the term "student" will include persons admitted to Eastern Washington University (hereafter "EWU" or "University") and applicants for and residents of University Housing and the term "residents" will refer to students residing in university residence halls during the term of this Contract.
- c. Student agrees to all terms and conditions of this Contract and acknowledges this Contract is binding once the student electronically signs and submits it online. Student agrees that all charges in this Contract are a reasonable approximation of the University's administrative costs and acknowledges he/she will be financially responsible for all payments required by this Contract.
- d. This Contract is personal to the student and is not transferable by the student. Students under the age of 18 years at the time of move-in may be required to submit The Contract on Behalf of a Minor signed by the parent or legal guardian.
- e. Housing and Dining Services Contracts include a Room and Dining Plan package.
- f. Upon acceptance of this Contract and completed housing application by EWU Housing, the student agrees to abide by the terms and conditions of this Contract, the EWU Student Conduct Code, Housing and Residential Life Policies, available at <http://access.ewu.edu/Housing/Residence-Hall-Overview/Community-Standards.xml>, and applicable state, federal and local laws/regulations, as they now exist or as amended throughout the term of this contract. These regulations, policies and laws are herein incorporated. The student understands that failure to comply with these obligations may constitute a breach of this Contract and result in its termination.
- g. EWU Housing will utilize Eagles e-mail for official communication of room assignments, room changes and other official notifications.
- h. Only persons assigned to a room by EWU Housing may reside in Student's room at any time. Guests may be accommodated in accordance with the Housing and Residential Life Policies. Student is responsible for the payment of all charges related to his/her guests and for ensuring guests comply with residence hall rules and regulations.
- i. **Acceptance and processing of this contract and housing application by EWU Housing does not constitute approval of academic admission to the University, which may only be granted by EWU Admissions Office.**

2. Term of Agreement:

- a. **The term of this Contract is for the entire 2018-2019 Academic Year**, which begins 9:00 AM September 14, 2018 or possession of the room key (whichever is earlier), through 12:00 noon on Friday, June 14, 2019. Residents are not permitted to stay in their assigned room during the winter break period (12:00 noon December 7, 2018 - 9:00 AM January 6, 2019.) Continuing residents will be permitted to leave possessions in their assigned rooms during the winter break period.
- b. Temporary accommodations will be made available during the winter break period for continuing residents who wish to reside on campus during any portion of the break. These accommodations will be available on a first come first served basis for an additional fee. (See Section 4 below.)

- c. At the end of the Contract term, each resident must properly check out of the assigned residence hall space. A "proper check out" or "properly checking out" includes removing all belongings from the room, cleaning the room, meeting with a university representative for a final room review, and returning the room key.

3. Eligibility for Housing:

Student acknowledges that in order to be eligible and to maintain eligibility for University Housing, Student must meet all of the following requirements:

- a. Student must be admitted to and enrolled in EWU and actively pursuing a degree or a University affiliated program. Student must maintain his/her status as a registered student or program participant. Students enrolling in fewer than 10 credits or who are age 16 or younger are evaluated on a case-by-case basis and may be required to develop an academic plan or attend advising sessions with University personnel as a condition of eligibility for housing.
- b. Student must submit a non-refundable housing application fee of \$125.00, a properly completed Housing Application, and a digitally signed/approved 2018 -2019 Housing and Dining Services Contract in order to be considered for University Housing.
- c. Students who have been convicted, pled guilty or pled no contest to a crime other than a minor traffic violation must disclose details and provide documentation as requested as part of the application process. EWU will review the circumstances of the crime and determine whether the student's application to live in on-campus facilities will be accepted.
- d. Student verifies he/she has not been convicted of or found guilty of, or adjudicated to have committed, a sexual offense in any jurisdiction in the U.S. of any other country or territory resulting in Student being classified as a Level II or Level III sex offender pursuant to the laws of the State of Washington or similarly classified pursuant to the laws of any other jurisdiction. Student is not currently under active supervision or on probation by the Washington State Department of Corrections or by another agency/department in Washington State or in any other jurisdiction as a result of having been convicted, found guilty of, or adjudicated to have committed any sex offense including, but not limited to, those resulting in Student or person residing with Student, being classified as a Level 1 offender pursuant to the laws of the State of Washington or similarly classified pursuant to the laws of any other jurisdiction. If Student has ever been classified as a Level 1 sex offender or similarly classified by/in another jurisdiction and is not currently under any kind of supervision, Student agrees to inform the University of this at the time this Contract is submitted by Student. Student acknowledges that the University has the discretion to determine whether Student's application to reside in EWU housing should be accepted. Student agrees to provide the University with any information it requests related to the sex offense(s) in order for the University to make this determination in the best interests of the University. If after submitting this Contract and Student's housing application, Student is convicted, found guilty of, or adjudicated to have committed a sex offense, or if Student is classified as a sex offender or placed under active supervision by any jurisdiction due to a sex offense, Student agrees to inform the University immediately and to vacate the premises within 24 hours unless the University grants Student permission in writing to remain in University housing or to move out within a different time frame.
- e. Student verifies that the information he/she provides in his/her housing application is true, complete and accurate. If EWU determines that Student has provided untrue, incomplete or inaccurate information, EWU will have a basis to declare Student in breach of this Contract, take disciplinary action against Student, and/or require that Student check out of EWU Housing.

4. Occupancy During Break Periods:

- a. From noon on Friday, December 7, 2018 through 9:00 AM Sunday, January 6, 2019, the residence halls are closed. Residents wishing to reside on campus during this period may do so for an additional cost of \$300. This charge applies for winter break housing if a resident occupies a room for one or more days between the announced fall quarter check out date and the Saturday prior to the first day of winter quarter. Break housing residents may be required to consolidate to one hall during break. Available housing during break may be limited and will be available on a first-come, first-served basis. Thus, residents wishing to stay over break are encouraged to sign up by the announced deadlines as posted in the halls.
- b. **All Residents may leave their belongings in their rooms during break period, at no charge as long as their EWU Housing and Dining Contract has not been terminated. The University is not responsible for lost, stolen, or damaged property.**

5. Room Assignments:

- a. This Contract is for an assigned space in a residence hall and not for a specific room or bed. This Contract is not a lease agreement. It is a license for the use of an on-campus residence as assigned by the University.
- b. EWU Housing accommodates student housing preferences when possible, but does not guarantee assignments based on preferences. Students are to reside in their assigned room and may not move into another room unless given written permission by EWU Housing. Students who move without authorization will be subject to charges which may include charge for both the assigned space and the occupied space simultaneously.
- c. Nondiscrimination: EWU, in compliance with state and federal laws and regulations, does not discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity/expression, genetic information, age, marital status, families with children, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability in any of its policies, procedures, or practices. In accordance with RCW 49.60.222, the University may consider a student's gender or marital status, in making assignments to residence halls or other student housing.
- d. Accommodations: Students with qualifying disabilities have the right to request reasonable accommodations or modifications. Students requesting accommodations due to disability must submit their request and obtain pre-approval through EWU Disability Support Services. Disability Support Services can be contacted at (509) 359-6871 or dss@ewu.edu.
- e. During the University's assignment of space, priority for single rooms, Living Learning Communities and other preferences is generally based on the date the University receives the digitally signed/approved Contract and payment of the non-refundable housing application fee.
- f. EWU reserves the right to change or cancel room assignments in the interest of health, safety, or discipline with appropriate written notice.

6. Dining Plans:

- a. Residents are required to purchase a Dining plan. Residents living in EWU Housing for the 2017-2018 academic year are not required to purchase a Dining plan. The room and board rates are published on the EWU Housing and Residential Life website (<http://access.ewu.edu/housing/costs-and-contracts>), which is incorporated herein by reference.
- b. The Dining plans are not transferable. A University ID card (Eagle Card) is required for Dining plan holders and must be presented at each meal. At the beginning of each quarter meal points will be applied to the student's Eagle Card based on the selected Dining plan. For further information regarding the Dining plans and policies, please visit, www.ewu.edu/dining.
- c. Meal service is not guaranteed during Thanksgiving weekend, the Winter Break Period, or Spring Break. Please see the University academic calendar for specific dates of these periods.
- d. If a student's housing and dining contract is terminated during a quarter (and student is still enrolled), the student's dining plan will not be forfeited. The student will be allowed to use the

remainder of his/her a la carte points until the last day of spring quarter and use the remainder of their meal counts until the end of the quarter in which the Contract is terminated.

- e. If a student leaves the university or is dismissed from the university during a quarter, the student forfeits any remaining balances for meal counts and ala carte points. Exceptions to this provision for students ordered to military duty will be considered in accordance with EWU Academic Policy 303-30, chapter seven.

7. Non-Refundable Housing Application Fee:

- a. Students must submit a \$125.00 non-refundable housing application fee in order to apply for housing.
- b. Returning residents are eligible for waiver of the \$125.00 non-refundable housing application fee when a 2018 – 2019 Housing and Dining Services Contract and Housing Application are submitted while the student is in residence during the 2017 – 2018 academic year.
- c. Students are not eligible for waiver of the \$125.00 non-refundable housing application fee after the student has moved out of the residence hall or after the end of the 2017 – 2018 academic year, whichever is earlier.
- d. If a student has received written approval for a deferred non-refundable housing application fee from EWU's Senior Director of Housing and Residential Life, or designee, the student is responsible for payment of the \$125.00 non-refundable housing application fee at the later agreed upon date.
- e. If a student is unable to attend the University as originally stated, the student may place their non-refundable housing application fee "on hold" for a future quarter within the same academic year it was paid. EWU Housing will retain the fee on behalf of the student until the identified quarter of return. If the student does not return within the specified quarter a new fee must be paid if the student elects to return to student housing at a later date.

8. Additional Charges:

- a. All residents are charged a mandatory \$15.00 Activity fee each quarter to finance activities and programs for residence hall students.

9. Student Damages:

- a. Each student is personally responsible and liable for the University's cost for replacement or repair for damage to the structure or furnishings (excluding reasonable wear and tear as determined by EWU) within the resident's assigned room and/or suite. Costs will be prorated among all residents of shared rooms/suites unless a specific individual or individuals are found responsible.
- b. Damages in community areas such as lounges, kitchens, bathrooms and hallways that are not attributable to a specific individual or group may result in an equal assessment of damage charges to residents living within that community or appropriate residents as determined by the University.

10. University Entry:

- a. University personnel and contractors may enter any room during reasonable hours for inspections, to make repairs or alterations, or to conduct cleanliness and safety checks. Except in emergencies, when it is impractical or when an occupant of the room has requested a repair, the University will give the Student at least 24 hours notice of its intent to enter the Student's room and will enter only at reasonable times. University personnel and/or University Police may enter areas outside of Student's room unannounced to conduct rounds concerning health, safety, or security checks, to enforce Housing and Residential Life Policies or other policies, or to investigate possible criminal activity. Student understands and acknowledges that Student has no expectation of privacy in common areas. Student agrees to be bound by the search and entry procedures of the University as they now exist or as they may be hereafter amended during the term of this Contract, as set forth in the EWU Student Conduct Code, Housing and Residential Life Policies, University policies, and state and federal law.

11. Loss, Damage, and Emergency Closures:

- a. Resident is responsible for the care and safety of his/her personal property and understands the University will not be responsible for the loss of or damage to any money, valuables, or other personal property of the Resident or Resident's guests, by theft, misplacement, flooding, fire, Force Majeure, utility malfunctions, or other casualty. Student acknowledges that the University does not promise, warrant, or guarantee the safety or security of the personal property of the Resident or Resident's guests against the actions of other students or third parties.
- b. Student understands that if, during the term of this Contract, the University is unable to make on-campus housing available for any reason beyond its control, including but not limited to, fire, earthquake, damage resulting from weather, water damage, casualty, unavoidable accident, imminent risk of serious harm to community health and welfare, the University shall not be in breach of this Contract. Student agrees to hold the University harmless for any extra expenses and/or damages he/she incurs related to housing being unavailable due to the types of circumstances described in this section. The University may attempt to find, but cannot guarantee, an alternative space for Student.

12. Cancellation of the Contract by the Student Prior to Move-In Date:

- a. First year students are subject to the EWU Undergraduate Housing Requirement and, if continuing as a student, must request and be granted an exception to the requirement before the Contract may be cancelled. Failure to obtain an approved exception, will result in the contract remaining in force and all charges for room and board continuing to accrue.
- b. Students with an approved exception, and students who are not subject to the Undergraduate Housing Requirement may cancel the contract prior to move-in and prior to the effective date of the contract (September 14, 2018 or actual move-in date, whichever is earlier) by providing written notice of intent to cancel the contract to EWU Housing at housing@ewu.edu.
- c. The student will forfeit the non-refundable housing application fee.
- d. Once the student takes possession of the residence hall space by receiving the key, the student is subject to the provisions of Termination of the Contract as outlined below.

13. Termination of the Contract by the University:

- a. Upon determining Student is in violation/breach of this Contract, the University may immediately terminate this Contract. Student will be in breach of this Contract if Student no longer meets the eligibility requirements, violates any term of this Contract, is subject to, suspension or dismissal pursuant to the Eastern Washington University Student Conduct Code (WAC 172-121), violates the terms of the Residential Living Guide, Residential Life Community Standards, and/or University policies, state, federal or local laws, or the Student's account is delinquent beyond one quarter.

- b. Upon termination by the University, the student shall complete a proper checkout (as outlined in 2.c.)
- c. The student will be subject to the Financial Consequences of Contract Termination as outlined in Section 15. The University will not be responsible for any costs incurred by Student as a result of the University terminating this Contract for cause.
- d. Student agrees that in the event personal property belongings are not removed by the designated move-out date, they will be considered abandoned. Items will become the property of the University if not retrieved by the Student within forty-five (45) days termination of the contract and will be disposed of accordingly. Student shall be responsible for a minimum fee of \$200 in the event the University is required to remove abandoned property to storage. Additionally, the student shall be responsible for all storage costs of abandoned property as determined by the university even if that storage is on university property.

14. Termination of the Contract by the Student After Move-In Date:

- a. If Student wishes to terminate this Contract, the student will need to meet with the professional staff member for their assigned hall and complete a proper checkout (as outlined in 2.c). The effective date of the termination will be the date a proper checkout is completed.
- b. The student will be subject to the Financial Consequences of Contract Termination as outlined in Section 15.
- c. First year students are subject to the EWU Undergraduate Housing Requirement and, if continuing as a student, must request and be granted an exception to the requirement before the Contract may be terminated. Failure to obtain an approved exception, will result in the contract remaining in force and all charges for room and board continuing to accrue.
- d. Students who apply for and are granted an exception to the undergraduate housing requirement (WAC 172-130) after the beginning of the contract term, are subject to the Financial Consequences of Contract Termination as outlined in Section 16.

15. Financial Consequences of Contract Termination:

- a. If Student or University terminates the Contract prior to the end of the contract term, Student will be responsible for a Contract Termination Fee in addition to current quarter charges. Since it is impractical and extremely difficult to ascertain the amount of actual damages caused by student terminations, the termination fee represents a reasonable endeavor by the University to estimate fair compensation for its harm from student terminations.
- b. The Contract Termination Fee is based on the remaining term of the contract at the time of termination.
- c. The student is subject to the Financial Consequences of Contract Termination from the first day of occupancy (accepting the key to the room) even if the date is prior to the first day of the quarter.
- d. Financial Consequences of Contract Termination are assessed on two schedules as follows:
(See charts below)
 - i. Financial Consequences of Contract Termination for students who DO NOT withdraw from the university and terminate the housing contract by the 8th day of the quarter.
 - ii. Financial Consequences of Contract Termination for students who withdraw from the university and terminate the housing and dining contract by the 8th day of the quarter.

Financial Consequences of Contract Termination:	
If terminated between September 14, 2018 (or move-in date, if earlier) and 11:59 PM on January 6, 2019	100% of fall quarter housing and dining charges plus \$1250 Contract Termination Fee
If terminated between January 7, 2019 (or winter quarter move-in date, if earlier) and 11:59 PM March 31, 2019	100% of winter quarter housing and dining charges plus \$750 Contract Termination Fee
If terminated between April 1, 2019 (or spring quarter move-in date, if earlier) and June 14, 2019	100% spring quarter housing and dining charges

- e. Students who withdraw from the university by the 8th day of the quarter **and** who properly check out of their assigned space by the 8th day of the quarter, will have housing and dining charges adjusted as follows:

Financial Consequences of Contract Termination for Students who withdraw from the university and terminate housing and dining contract by the 8th day of the quarter:	
Fall Quarter: If withdrawn and properly checked out of residence hall between September 14, 2018 (or move-in date, if earlier) and 11:59 PM on September 26, 2018.	A \$1250 Contract Termination fee plus prorated housing and dining* charges based on number of nights from September 14 (or move-in date, if earlier) to date of proper check out. (One night minimum.)
Winter Quarter: If withdrawn and properly checked out of residence hall between January 7, 2019 (or winter quarter move-in date, if earlier) and 11:59 PM on January 14, 2019.	A \$1250 Contract Termination fee plus prorated housing and dining* charges based on number of nights from January 7, 2019 (or winter quarter move in date, if earlier) to date of proper check out. (One night minimum.)
Spring Quarter: If withdrawn and properly checked out of residence hall between April 1, 2019 (or spring quarter move-in date, if earlier) and 11:59 PM on April 8, 2019.	A \$750 Contract Termination fee plus prorated housing and dining* charges based on number of nights from April 1, 2019 (or spring quarter move in date, if earlier) to date of proper check out. (One night minimum.)
*Student will be charged for actual meal plan usage.	

16. Waiver of Financial Consequences of Contract Termination:

- a. Students who terminate their contract for the reasons provided in this subsection may request a waiver of the Financial Consequences of Contract Termination detailed in Section 16 above. Students must request a waiver within 21 days before or 21 days after the contract termination using the EWU Housing Waiver of Financial Consequences of Contract Termination Request Form and attaching the required documentation. The form and instructions can be found at <http://access.ewu.edu/housing/costs-and-contracts/contractcancellation>. The University will consider a waiver when this contract is terminated for the following reasons:
- i. Graduation from EWU at the time of termination;
 - ii. Withdrawal from the University due to military service;
 - iii. Marriage or registered domestic partnership;
 - iv. Student teaching, internship, or study abroad (in EWU sponsored program) out of the Spokane/Cheney area.
- b. The Assistant Director of Business Operations or designee will notify students, if the waiver has been approved, denied or if additional documentation is required within 10 days of receipt of the request form.

17. Appeals of the Contract Termination Financial Consequences:

- a. Students experiencing a severe financial, medical or other circumstance which makes living on campus an undue hardship may appeal the Financial Consequences of Contract Termination detailed in Section 16 above. (Students should be aware that choosing to move off campus to 'save money' is not sufficient grounds for appeal.) Students must appeal the charges within 21 days after the contract termination using the EWU Housing Appeal of Financial Consequences of Contract Termination Form and attaching the required documentation. The form and instructions can be found at <http://access.ewu.edu/housing/costs-and-contracts/contractcancellation>. The university will consider an appeal to the financial consequences of contract termination when this contract is terminated for the following reasons:
- i. Withdrawal from the university due to documented medical reasons;

- ii. Determination of a medically necessary accommodation which cannot be adequately addressed within student housing;
 - iii. Withdrawal from the university due to severe financial hardship; (a significant and unforeseeable change in financial circumstances since beginning the contract)
 - iv. Designation as a primary caregiver for a minor or disabled family member;
 - v. Other extenuating circumstances that create a significant hardship.
- b. For students subject to the Undergraduate Housing Requirement, appeals will not be granted for students who have not obtained an approved exception to the Undergraduate Housing Requirement before terminating the housing contract.
- c. Appeals will not be considered until the student has checked out of the residence hall. Students should anticipate the Financial Consequences when making a decision to terminate the contract.
- d. The Housing and Residential Life Appeals Committee will make a decision regarding the appeal and notify the student by email of the decision or that additional information is requested to consider the appeal within 10 days of receipt of the request form.
- e. Should the Student disagree with the decision of the Appeals Committee, he/she may appeal in writing to the Senior Director of Housing and Residential Life or his/her designee within 21 days of the original decision. The appeal may be filed via email (housing@ewu.edu). The Senior Director of Housing and Residential Life will issue a written decision within 20 days of the filing of the appeal. The Senior Director of Housing and Residential Life's decision is final.
- f. Removal from the halls for disciplinary violations per the EWU Student Conduct Code will not be considered grounds for waiver, reversal, or reduction of the Financial Consequences of Contract Termination.

18. Credits and Adjustments:

- a. All credits and adjustments are processed through EWU Student Financial Services and are subject to deduction of any outstanding amounts owed to the University for any reason. Any student who receives a credit or adjustment for housing and/or dining charges and who has been a recipient of financial aid which has been applied toward his or her housing payments is responsible for repaying the appropriate financial agency from which he/she received the funds. Refunds will take at least three weeks to process after eligibility is determined.

19. Payments:

- a. The below signatory or signatories understand this is a binding Contract and agree to pay housing and dining charges in full by the University's published payment due dates via financial aid or by making payments as arranged through EWU Student Financial Services (see <http://access.ewu.edu/Student-Financial-Services.xml> for due dates and additional information). The below signatory or signatories agree to pay the full cost of any services required beyond the normal provision of room and board. This financial obligation includes, but is not limited to, property and services the University provides in order to repair damages for which the student may reasonably be deemed responsible. The University reserves the right to recover any costs and attorney fees incurred in enforcing the terms of this agreement. Specific information regarding payment schedules and mandatory fees is published in the University Course Announcements and is considered as part of the contract. Room and board payments will be withheld from funds due to recipients of financial aid and scholarships.
- b. Student understands any unpaid financial obligations may be assigned to collections. Student understands and agrees that he/she will be liable for all collection fees, which may be based on a percentage up to 50% of the unpaid financial obligations, and all costs and expenses, including reasonable attorney's fees related to the collection of any unpaid obligations under this Contract. Student further understands that if he/she has any unpaid obligations under this Contract, the University may withhold Student's admission or registration privileges, the award of Student's degree, and/or the issuance of Student's academic transcripts pursuant to WAC 172-144-140.

- c. The housing and dining rates are subject to adjustment during the term of this Contract by EWU's Board of Trustees.

21. Severability, Choice of Law, and Entire Agreement:

- a. The provisions of this Contract are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this Contract shall continue to be valid and enforceable.
- b. This Contract shall be governed in all respects by the laws of the State of Washington. The parties agree that any legal action related in any way to this Contract shall be brought exclusively in Spokane County, Spokane, Washington.
- c. This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings. No amendment to this Contract shall be valid unless it is in writing and signed by the parties.
- d. This Contract may be amended with a 30-day notice by EWU during the term of this Contract.

Consent:

By entering my Eastern Washington University issued student ID number, and clicking "Agree to Contract and Continue" below, I certify that I have read, understand, consent to, and agree to be bound by the terms and conditions of this Contract. I certify that I am the individual identified in the housing application, and have the capacity to enter into this contractual obligation. I certify that the information provided by me in my housing application is true, complete and accurate. If EWU determines that I have provided untrue, incomplete or inaccurate information, EWU will have a basis to declare me in breach of this Contract, take disciplinary action against me, and/or require that I check out of EWU Housing.