

# Single Student Apartment Agreement

## 2020-2021

### Agreement between Occupant and Housing Services

All occupants of University-owned housing are required to sign licenses called apartment agreements. In signing your apartment agreement, you have agreed to be responsible for any damage or breakage occurring in your apartment beyond normal wear and tear and to maintain your apartment in a clean and orderly condition. The parties intend for this agreement to constitute a license for the use of an apartment space yet to be assigned by the University and further intend that this agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate.

The assignment of a particular apartment by the University to you and your license of premises from Housing Services does not include the right to use such premises for any business or professional purposes, for storage of commodities for sale, or for any purpose other than personal residence.

The apartment agreement is an obligation *from August 1, 2020 through June 30, 2021*, or if the occupant group or an individual accepts an apartment agreement offer any time after August 1, 2020, then from the date the agreement commences through June 30, 2021 (the “agreement period”). Students who sign an apartment agreement for the same Housing Services apartment become co-occupants; each being individually liable for all financial obligations resulting from licensing fees, damages and any fees that may apply as related to the occupation of a specific apartment unit. A student’s monthly licensing fee may change if the number of people occupying a particular apartment varies during the course of the agreement period. *Apartment vacancies may be assigned by Housing Services as needed.* Housing Services reserves the right to reassign individuals to different apartments, for reasons including (but not limited to): behavioral, community safety concerns, completion of a maintenance project, or renovation project.

Licensing fees begin on the date the apartment agreement commences. *In cases involving early arrivals, licensing fees begin on the date the key to the apartment is picked up or access to the unit is provided.* Failure to vacate by the end of the agreement period, or the termination date agreed upon by the occupant in case of termination of the agreement, will result in the apartment overnight rate of \$25.00 per person and additional 10% of the unit’s monthly licensing fee being charged, per night, through or until removal, and denial of further Housings Services assignments.

Occupants leaving the campus for an extended period are responsible for paying their licensing fees throughout the period of absence.

Guests who stay longer than five days in an agreement period are deemed to be occupants and will be expected to sign an apartment agreement and abide by the terms and conditions outlined in that document providing the apartment does not exceed a one person per bedroom limit.

Housing Services also reserves the right to terminate the apartment agreement of any occupant who willfully houses an individual NOT ON the apartment agreement and/or charge the occupant full licensing fees for the apartment from the beginning date of the apartment agreement in addition to a penalty equal to one month's licensing fee.

### **Damage/Security Deposit**

The \$150.00 deposit required with each application for housing is a damage/security deposit and is not applicable as part of the licensing fees. Housing Services agrees to refund the \$150.00 damage/security deposit to the occupant following the completion or early termination of the agreement, provided no damage or cleaning charges are assessed, and no other amounts are due to the University. The damage/security deposit will be forfeited if this apartment agreement is cancelled or terminated prior to the occupant taking occupancy.

### **Debt Collection**

Unpaid licensing fees and charges for cleaning, damage to property, equipment and furnishings are an obligation by the occupant to Housing Services. Washington State University's Registrar will not issue transcripts until full settlement has been made.

Any unpaid account balances will be sent to an outside collection agency and may be reported to one or more credit bureau reporting service(s). After internal collection efforts have failed to result in full payment, and in accordance with RCW 19.16.500, collection fees of up to 50% of the unpaid balance will be assessed to your account, and you are responsible for paying these fees together with all costs and expenses, including reasonable attorney's fees and court costs, necessary for the collection of your delinquent account.

Requests for future housing will be considered only if payments are current.

### **Eligibility for University Housing**

Eligibility to purchase a license from Housing Services, unless otherwise defined by the University, is limited to students of Washington State University. All apartment agreements are terminable by Housing Services when the occupant ceases to be in that status; the former student must follow all cancellation and termination procedures noted in this agreement.

Housing Services reserves the right to deny future housing assignments to occupants with a history of more than one delinquency letter, more than one notice to vacate, or cleaning and damage charges in excess of \$200. Housing Services reserves the right to deny future housing assignments to occupants with a history of violating University policies, the terms and conditions of this apartment agreement, and/or violating the WSU Community Standards for Students and other relevant provisions in the Washington Administrative Code.

### **Keys**

Apartment keys are the property of Housing Services and may not be duplicated or given to someone who is not an occupant of the apartment. All keys must be returned to the Housing Reservations Office by the date stated on the Notice of Termination, on the date that the

apartment agreement is terminated, or on the date at the end of the agreement period. ***Keys may not be passed to a replacement roommate.*** Failure to return the keys will result in the following nonrefundable key charges: \$75 for door, \$30 for mail, and \$20 for laundry room.

Occupants may not put their own locks on any door in an apartment. If locks are found, they will be removed and the occupant charged for the cost of such removal.

## **Lead-Based Paint**

The federal government has enacted legislation regarding the abatement and disclosure of lead-based paint in certain non-exempt housing. Pursuant to federal law (24 C.F.R. Part 35 and 40 C.F.R. Part 7450), beginning September 1996, Washington State University must disclose any known lead-based paint hazards upon the license of non-exempt residential property built prior to 1978. Housing Services is in compliance and aware of its responsibilities under 42 U.S.C. 4852(d).

## **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and distribute information on lead poisoning prevention. Housing Services is in compliance and aware of its responsibilities 42 U.S.C. 4852d.

### **University's Disclosure**

- A. Presence of lead-based paint or lead based paint hazards:
  - Known lead-based paint and/or lead-based paint hazards are present in Chief Joseph Village Building A. ***One sample from a living room wall was above the acceptable limits. Another test was done on the same wall and the sample was well within the EPA limits.***
  - No known lead-based paint and/or lead-based paint hazards are present in the Columbia, Chinook, Chief Joseph Remodeled and Nez Perce Apartments.
- B. Records and reports available to occupants:
  - The University has provided occupants with all available records, reports, and [the link to the EPA publication pertaining to lead-based paint and/or lead-based paint hazards](#) in occupant's apartment.
  - With the exception of the one sample above, the University has no report or records pertaining to lead-based and/or lead-based paint hazards in University apartment complexes.

## **Noise Policy**

No boisterous noises or belligerent conduct will be permitted on or about the premises. Occupants and/or their guests who repeatedly violate policies will be required to vacate WSU Housing and pay all appropriate charges.

## Parking

All vehicles parked in Housing Services lots are required to have a current Housing Services parking permit on file with WSU Transportation Services. *All vehicles* -- including but not limited to automobiles, motorcycles, mopeds, trucks, vans, recreational vehicles, boat trailers, utility trailers, campers, and motor homes -- *parked on the premises must be operable and have valid current license plates. "Operable" means the vehicle must have air in the tires, have all major components intact, including windows and windshield. To receive a parking permit, occupants must have proof of ownership and a valid driver's license.* Vehicles may not be used to store items on a permanent basis, which are not allowed in Housing Services. Any violation of the foregoing will subject the vehicle to being towed at the expense of the vehicle owner or operator.

All vehicles, including motorcycles and mopeds, must be parked in designated parking areas only. All vehicles are prohibited from lawns, walkways, stairwells, patios, and balconies. Vehicles parked in the non-parking areas will be ticketed. Housing Services reserves the right to impound (immobilize) any illegally parked vehicle at the owner's expense. Housing Services assumes no responsibility in the event of damage resulting from the impounding or storage of any illegally parked vehicle.

No gasoline-powered vehicle or other combustible items can be parked or stored inside any Housing Services apartment or storage area. Vehicles found stored in such living areas will be impounded and stored at the owner's expense.

## Pets

**No pets of any kind, including but not limited to animals, birds, or reptiles may be kept, fed or harbored on or about the premises. Fish and trained guide dog or service animals are the only exception to this policy.** The maximum size of containers that will be allowed is a 30-gallon aquarium tank. Housing Services will assess a fine of no less than \$100.00 fee for the first violation of the pet policy, which will be charged to the occupant's account. Occupants will be responsible for all added cleaning charges. In addition, occupants found to have a pet in an apartment will be given notice to remove the pet and provide evidence of removal within a specified time, or vacate the premises in accordance with the apartment agreement. **Second violations of this policy will result in termination of the apartment agreement.**

*For the 2020-21 academic year, WSU Housing is piloting a pet program. WSU Housing has designated a small number of units in Nez Perce Village to be pet friendly. **Only these units are approved to have pets**, in accordance with the pet policy, and require a \$200 pet cleaning fee to be paid prior to the pet being approved. For more information, please consult the WSU Housing Pet Policy.*

## Property/Liability

Apartments must be kept neat and clean at all times and the sidewalks and stairwells kept free of obstacles. Occupants may use the premises as a dwelling only. No alterations or physical

modifications may be made to the premises or furnishings. ***Occupants may not install any air conditioner or antenna, including satellite dishes or mini-satellite dishes, upon either the interior or exterior of the building including windows and balconies. Auxiliary Facilities Services may install them, for a fee, upon request.*** No destruction to the premises or furnishings is allowed. No condition that creates a fire hazard may be kept or permitted. No additional locks may be added to exterior or interior doors. ***Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Washers and dryers will not be used or stored within an apartment; a fine of \$50 will be imposed if a washer or dryer is found in single student apartments.*** Designated units with Washer/Dryer hook-ups in Chief Joseph are permitted to have washers and dryers with approval from the Associate Director of Housing and/or their designee.

Smoking is prohibited in University apartments. Housing Services reserves the right to bill occupants who smoke in the apartment the costs associated with removing any odors, charcoal, tar, and nicotine residue, or any costs associated with replacing drapes, carpets, furniture, and painting walls.

The occupant must pay for costs of opening and repairing plumbing and other repairs that arise due to clogging or stoppage by any material, substance or object placed in the plumbing, or freezing of pipes due to occupant negligence. ***Housing Services reserves the right to adjust the temperature setting in individual apartments when weather conditions warrant.***

For reasons of health and safety, nothing is to be thrown or hung out of any apartment window. Outside wires for Internet connections, radios, and television sets are not allowed. Individuals are not allowed to lean out of windows or sit on windowsills or remove screens. Yelling out of windows for non-emergency communication to others is prohibited.

Housing Services does not assume any liability for the loss, damage, or theft of any personal property; or for damage or injury resulting from explosion, fire, mechanical failure of water, steam, or gas lines, or from any defective wiring, or the negligence of any other occupants of the building; the occupant agrees to hold Housing Services harmless for any such damage to himself/herself or to any personal property on the premises, unless such loss or damage is due to the negligence of WSU or Housing Services. Occupants wishing to protect themselves from the possibility of such losses should obtain appropriate insurance.

Housing Services agrees to keep the roof, floor, walls, windows and mechanical infrastructure of the premises in a good state of repair.

If the University's performance of obligations under this apartment agreement is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, imminent risk of serious harm to community health and welfare or other acts of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, Housing Services may cancel this apartment agreement and refund to occupant(s) any unearned licensing fees already paid.

Housing Services will remove *any personal property left on the premises* by an occupant after the occupant vacates. Property left in a room with an estimated value of less than \$100 will be thrown away, recycled, or donated. Property with an estimated value of \$100 or greater will be documented and impounded. Occupants will be charged for the removal and impounding of property for labor on an hourly basis. Housing Services will attempt to contact occupants via their WSU e-mail about the impounded property. Occupants have 60 days to contact Housing Services to make arrangements for the return of their property by contacting an outside company to arrange shipping, picking the property up in person, or agreeing to allow WSU to donate the property. After 60 days, if arrangements have not been made, the property will be considered abandoned and Housing Services will dispose of said property according to University policy. If property is to be shipped or picked up, the occupant has 60 days from the original date of impoundment to retrieve the property.

## **Regulations**

While on the premises, occupants and guests will abide by all local, state and federal laws and WSU rules and regulations. An agent of Housing Services may enter the premises at any reasonable hour for purpose of inspection, to make repairs, or to show premises. To protect a occupant's privacy, notice of entry will be given whenever possible; however, Housing Services reserves the right to enter without notice for purpose of inspection or to make repairs when conditions warrant. *Housing Services will give advance notice when pest control procedures are going to take place. Occupant(s) agree(s) to allow pest control personnel to spray their apartment when it is deemed necessary by WSU. Occupants will also prepare the apartment for spraying before pest control personnel arrive.*

The premises licensed to an occupant is part of the housing operated by Housing Services and the occupant agrees that the occupant will comply with all current and future rules or regulations adopted by WSU that apply to said housing. These policies include, but are not limited to, those stated in the [Single Student Apartment Handbook](#). Occupants are responsible for apartment information sent via [the WSU Student Information System portal](#).

This license is exempt from the Residential Landlord Tenant Act under the provisions of RCW 59.18.040(1).

## **Licensing Fee/Payment Schedule**

Licensing fees, as stated in the [Single Student Apartments 2020–2021 Monthly Rates](#), are charged per the online rate estimator - NO STATEMENT WILL BE SENT. A prepayment of the first month's licensing fee for fall semester is due by July 1, 2020 unless the financial aid payment option was requested on your application.

**Financial Aid Recipients:** All available financial aid and/or scholarships, after tuition and fees are paid, will be applied to the outstanding account balance up to the full cost of the semester's licensing fees. The occupant is responsible for any licensing fees not covered by financial aid. Financial aid credited to your account may alter your payment schedule.

Licensing fees are due as per the online rate estimator. If licensing fees are not paid as per the rate estimator, the occupant agrees to pay a late payment fee and the occupant will receive an electronic "Notice of Overdue Account" which will be found in [the WSU Student Information System portal](#). Occupants whose licensing fees checks are returned unpaid by the bank will be charged the non-sufficient funds fee assessed against WSU in addition to the late payment fee. *For students contracting spring 2021 only, licensing fees begin on January 1, 2021* or the date keys are picked up/access to the apartment is provided, whichever is earlier. The licensing fee from *January 1, 2021, to January 31, 2021*, is due prior to key pick up unless the financial aid payment option was requested on your application. Licensing fees are due as per the online rate estimator. For questions regarding payments, please call 509-335-8625 or, see our [Rate Estimator](#).

Note:

- Licensing fees include internet, cable TV, water, sewer and garbage.
- Licensing fees at Chinook, Columbia, and Nez Perce do not include electricity.
- Licensing fees at Chief Joseph include electricity.
- Occupants make their own arrangements for telephone services.

Housing Services has the right to increase licensing fees during the term of this apartment agreement. The occupant will be given a 60-day written notice of any such increase. The occupant may terminate the apartment agreement with 30-days' notice should the fee increase be unacceptable. Notice of licensing fee increases will be sent via the WSU Student Information System portal to each affected occupant.

Housing Services agrees to refund the \$150.00 damage/security deposit to the occupant under these circumstances, provided no damage or cleaning charges are assessed, and no other amounts are due to the University.

This apartment agreement will remain in force even though the licensing fee for the apartment may change during the occupant's occupancy, unless the occupant terminates this apartment agreement as set forth above.

### **Subletting**

This apartment agreement is not assignable, nor is the premises or any part to be sublet. Occupants found to be in violation are subject to termination of their apartment agreement and removal from Housing Services apartments.

### **Cancellation or Termination of License**

*By the occupant(s): An occupant intending to cancel or terminate their apartment agreement must cancel (prior to the apartment agreement start date) or terminate (after the apartment agreement start date) their license as follows:*

**Cancellation** - A cancellation received by July 1, 2020 will result in forfeiture of the security deposit. Occupants canceling the apartment agreement from July 1 through July 31 will incur a cancellation fee of **\$400** in addition to forfeiture of the security deposit. Any cancellation August

1 or after will be considered a termination regardless of whether the occupant has taken occupancy.

**Termination** - All occupants of an apartment may terminate occupancy at any point by each occupant individually filing a Notice of Termination. No refund of unused housing will be given for terminations after April 1, 2021. A termination fee will be charged for each individual departing prior to June 30, 2021. The termination fee is based on the date the unit is vacated & keys are returned to the Housing Office. Beginning August 1, 2020 the termination fee is \$800. This fee will remain in effect through November 30, 2020. Beginning December 1, 2020 the termination fee is \$400. This fee will remain in effect through June 30, 2021. WSU will waive the termination fee for an individual: who officially withdraws from WSU, who will be student teaching outside of the Pullman area, who graduates from WSU, who participates in an internship outside of the Pullman area, or who is participating in a WSU sponsored study abroad program. See [Single Student Apartment Termination and Checkout Information](#) for more details.

If the **Notice of Termination** is received no later than the 1st day of the month that the occupant will be leaving, licensing fees will be charged only through the night of the last day of that month, as long as keys are received by Housing Services by no later than the last day of the month. If the Notice of Termination is received after the first day of the month the occupant will be leaving, a penalty equal to their licensing fees will be charged through the next billing period. Occupants leaving at the end of fall semester must terminate by December 1st or a penalty equal to one month's licensing fee will be charged in addition to an applicable termination fee. No refund of unused housing will be given for terminations with a vacate date after April 1, 2021. Apartment group members who remain in an apartment where one or more occupants have vacated will be responsible for the payment of the total licensing fees for the balance of the agreement period unless the remaining occupants ask to have any unoccupied bedrooms locked off. WSU will adjust the licensing fees based on when vacating individuals provided their Notice of Termination to Housing Services and vacate.

**By Housing Services** - Housing Services may terminate and remove an occupant by giving five (5) days notice in writing, under the following circumstances:

1. Failure to maintain eligibility.
2. Failure to pay first month's licensing fee by July 1, 2020.
3. Failure to pay licensing fees, which persists for more than 30 days.
4. Failure to abide by, and adhere to, rules and regulations written herein or added hereafter, or to abide by other pertinent University regulations and policies, including the [WSU Safety Policies and Procedures Manual](#) (SPPM).
5. Repeatedly disturbing other occupants and/or violating WSU policies.

***Housing Services will send a written notification of removal via an agent of Washington State University a minimum of 5 days prior to the removal date for any breach of this apartment agreement. By signing this apartment agreement, the occupant agrees the occupant is granting a Housing Services representative the authority to enter the apartment on or after the removal date to remove anything of the occupant's that is still in the apartment including the***

*occupant. Occupants will be charged for the removal and impounding of property for labor on an hourly basis. Housing Services will attempt to contact occupants via their WSU e-mail about the impounded property. Occupants have 60 days to contact Housing Services to make arrangements for the return of their property by contacting an outside company to arrange shipping, picking the property up in person, or agreeing to allow WSU to donate the property. After 60 days, if arrangements have not been made, the property will be considered abandoned and Housing Services will dispose of said property according to University policy. If property is to be shipped or picked up, the occupant has 60 days from the original date of impoundment to retrieve the property.*

## **Utilities**

The occupant is required to arrange for his/her own electricity service for the apartment, except at Chief Joseph (Chief Joseph licensing fees include utilities), and will pay any and all charges for utility services or delinquencies directly to the service providers. Cable TV and Internet services are provided by the university and included in licensing fees. Telephone is at the occupant's option and cost.

Occupants making use of Internet service must comply with the terms of [The Network Service Agreement](#), as it now exists or as it may be amended from time to time. Inappropriate use of computers on the WSU-provided network can result in the loss of network privileges. The University reserves the right to bill individual student accounts for any portion of unpaid utility services or delinquencies that have reverted to Housing Services due to occupant nonpayment. Failure to maintain utility service to the unit may result in removal. A \$25 handling fee will be charged for each utility billing handled by Housing Services due to non-payment by the occupant.

During periods of freezing/below freezing temperatures, the thermostat must be set at a minimum of 60 degrees. Hot water units must be maintained at 120-degree temperature; changing the temperature setting is a violation of the policies of Housing Services.

## **Weapons/Explosives**

For reasons of safety and noise control, no explosives, including primers, powder, dynamite caps, firecrackers and pyrotechnics are allowed. The possession of small arms ammunition, when properly stored in apartments without firearms present is not considered a violation of this policy. Weapons of any kind including pistols, rifles, air guns, knives (having a blade longer than 4 inches that are not for culinary purposes or having a "swing" or "switch" blade), slingshots, crossbows or martial arts tools may **not** be stored or used in Housing Services apartments. Toy guns and activities such as "Assassin" are prohibited.

*Washington State University adheres to the principles and laws of the state of Washington and the federal government, including applicable Executive Orders, pertaining to civil rights, equal opportunity, and affirmative action. Washington State University policy prohibits discrimination on the basis of race, sex, including sexual harassment, religion, age, color, creed, national or ethnic origin, physical, mental, or sensory disability, marital status, sexual orientation, and*

*status as a Vietnam-era or disabled veteran in the recruitment and admission of students, the recruitment, employment, and retention of faculty and staff, and the operation of all University programs, activities, and services. Evidence of practices that are inconsistent with this policy should be reported to the WSU Office of Civil Rights Compliance and Investigation, 225 French Administration Building, email: [crci@wsu.edu](mailto:crci@wsu.edu), and phone 509-335-8288.*