

Family and Graduate Apartment Agreement

2020-2021

All occupants of University-owned housing are required to sign licenses called apartment agreements. In signing this apartment agreement, you the occupant, have agreed to be responsible for any damage or breakage occurring in the apartment due to accident or negligence, and to maintain the apartment in a clean and orderly condition.

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 as a personal residence.

Apartment charges begin on the assigned Move-in date. Failure to vacate by the ending date of the apartment agreement, or the termination date agreed upon by the occupant in case of termination of the apartment agreement, will result in the apartment overnight rate of \$50.00 per night being charged through or until removal, and denial of further housing assignments. Occupants leaving the campus for an extended period are responsible for paying their apartment charges throughout the period of absence.

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.

Housing Services reserves the right to terminate the apartment agreement of any occupant who willfully houses an individual NOT on the apartment agreement in violation of the Guest Policy.

Damage/Security Deposit

The \$150.00 deposit required with each application for housing is a separate damage/security deposit and is not applied to the license fee. Housing Services agrees to refund the \$150.00 damage/security deposit to the occupant at the completion 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 taking occupancy.

Debt Collection

Unpaid license fees and charges for cleaning, damage to property, equipment and furnishings are an obligation of 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

Any qualified graduate student of Washington State University or any full-time undergraduate student of Washington

State University with legal dependents and/or a spouse, or domestic partner as noted below, is eligible for residence in Family/Graduate Housing. Undergraduate students must be enrolled for ten or more hours. Graduate students not on appointment as a teaching, research, or staff assistant must comply with the Graduate School minimum enrollment policy as outlined in the Graduate Bulletin.

First priority for Family/Graduate Housing is given to all qualified student applicants. Second priority will be given on a space available basis to newly appointed faculty and staff. Military personnel on duty at Washington State University will be considered eligible either as faculty or staff. Faculty and staff renewals will be considered only if student demand is met. The Director of Housing and Residence Life and/or their designee may grant exceptions to these policies.

Occupancy of the family and single graduate apartment is limited to the occupant, legal spouse or domestic partner, as defined in Washington State law, or legal dependent(s), or in the case of a single parent/guardian with legal dependents, one additional unrelated adult. Occupancy of both single occupancy and shared graduate apartments is limited to graduate students.

GUEST POLICY: Guests staying longer than five total days in an agreement period are defined as being in residence. Occupants are required to request approval from WSU Housing Services for any guest who will stay longer than five total days. WSU Housing Services also reserves the right to terminate the apartment agreement of any occupant who willfully houses an unapproved guest in residence and/or charge the occupant an amount equal to one month's license fee.

The apartment agreement must be renewed each spring in order for the occupant to occupy any Family/Graduate Housing unit during the coming fall semester. Faculty and staff renewals may be denied due to student demand. If the occupant wishes to renew their apartment agreement, they must renew online before March 31, 2021. No response from the occupant by the March 31, 2021, deadline will indicate to Housing Services that the occupant will not need that apartment for the fall semester. The non-renewing occupant also agrees to vacate their apartment by June 30, 2021. Failure to vacate by June 30, 2021 will result in the overnight rate penalty being charged until the occupant vacates the apartment.

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 Standards of Conduct for Students](#) or other relevant provisions in the Washington Administrative Code.

Keys

Apartment keys are the property of Housing Services and may not be duplicated. All keys must be returned to the Reservation Office by the date stated on the Notice of Termination or on the date that the apartment agreement is cancelled or the date of the end of the apartment agreement period. **Keys may not be passed to a replacement occupant.**

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 their 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 making available pre-1978 housing, land owners must disclose the presence of known lead-based paint and distribute a pamphlet on lead poisoning prevention.

UNIVERSITY'S DISCLOSURE

1. Presence of lead-based paint or lead-based paint hazards:

o Known lead-based paint and/or lead-based paint hazards are present in Terrace Apartments.

Terrace - The sample that was above EPA limits was an exterior paint sample, which was taken before the new siding was installed.

o Known lead-based paint and/or lead-based paint hazards are NOT present in Kamiak, Steptoe, and Valley Crest Apartments.

o Yakama Village is post-1978 housing; lead-based disclosure is not required.

2. Records and reports available to the occupant:

o The University has provided the occupant with all available records, reports, and the [EPA's Lead Information](#) website pertaining to lead-based paint and/or lead-based paint hazards in Lessee's apartment.

o 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's 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 terminate from Housing Services 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 small 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/Animals

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 service animals or animals approved as an emotional support animal are the only exception to this policy. Requests for emotional support animals in university housing are reviewed and approved by the [Access Center](#). An emotional support animal must be approved by the Access Center prior to the animal being in residence. Trained service animals must be registered with WSU Housing Services. The maximum size container for fish that will be allowed is a 30-gallon aquarium tank.

WSU 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 an unapproved animal in their apartment will be given notice to remove the animal 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 2020-2021 academic year, WSU Housing is piloting a pet program in parts of Steptoe Village. WSU Housing has designated a small number of units 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. All paperwork must be submitted prior to the animal 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 patios or balconies or within 10 feet of combustible construction. Washers, dryers, and dishwashers will not be used or stored within an apartment, except in the Yakama units where washers and dryers are allowed; a fine of \$50 will be imposed if a washer or dryer is found in family/graduate apartments.**

Smoking is prohibited in University apartments and on the WSU campus. WSU Housing Services reserves the right to bill occupants who smoke in the apartment the costs associated with removing any odors, 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 settings 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 themselves 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 license fee already paid.

Housing Services will remove ***any personal property left on the premises*** by the occupant after they vacate. Property left in an apartment 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 listed with Housing Services 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 it up in person, or agreeing to allow WSU to donate the items. 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, occupant(s) and guests will abide by all local, state and federal laws and WSU rules and regulations. An agent of WSU may enter the premises at any reasonable hour for purpose of inspection or to make repairs. To protect an occupant's privacy, a notice of entry will be given whenever possible. However, Housing Services reserves the rights 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 to take place. Occupants agree to allow pest control personnel to spray their apartment when it is deemed necessary by Housing Services. Occupants will also prepare their apartment for spraying before pest control personnel arrive.

The premises licensed to the occupant(s) is part of the housing operated by Housing Services and the occupant(s) agree(s) that they will comply with all current and future rules or regulations adopted by WSU that apply to said housing. Occupants are responsible for apartment information sent via the [WSU Student Information System portal \(my.wsu.edu\)](http://my.wsu.edu).

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

License Fee/Payment Schedule

License fees, as stated in the [Family/Graduate Apartments 2020-2021 Apartment Rates schedule](#) are charged to the Occupant's account July 1, 2020 through June 2021 - NO STATEMENT WILL BE SENT. License fees are charged and

due on the 1st of each month. The monthly license fee in shared graduate apartments is split between the occupants. Charges for partial periods will be prorated.

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

If license fees are not paid by the 1st, 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 (my.wsu.edu). Occupants whose license fee 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.

Housing Services has the right to increase the monthly license fee 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-day notice should the apartment increase be unacceptable. Notice of license fee increase will be sent via [the WSU Student Information System](http://the.WSU.Student.Information.System) (my.wsu.edu) 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 license fee for the apartment may change during the occupant's occupancy, unless the occupant terminates the 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

An occupant may cancel (prior to moving in) or terminate (after moving in) their license as follows:

By the Occupant -

1. ***Prior to Taking Possession*** - Occupants canceling an accepted offer online at least two weeks prior to the move-in date will receive a refund of the \$175 confirmation payment but will forfeit the \$150 security deposit. Cancellations of an accepted offer submitted less than two weeks prior to the move-in date indicated on the confirmation will result in forfeiture of both the \$150 security deposit and the \$175 confirmation payment.

2. ***After Taking Possession*** - **An online 90-day minimum notice of termination of the apartment agreement is required. Occupants who fail to provide notice 90 days in advance of their departure will be charged a penalty equal to license fee for 90 days from the date Housing Reservations receives the online termination notice.**

Occupants who complete their academic work or who terminate their association with the University are to vacate their apartment within 90 days after their association with the University ends. A 90-day notice is also required in this instance.

Each occupant must inform the Housing Reservations Office by March 31, 2021, if they are planning to continue occupying an apartment in Family/Graduate Housing past June 30, 2021, by completing the online renewal process in March. If the occupant will not be residing in the apartment past June 30, 2021, no online termination notice needs to be submitted and your apartment agreement will automatically terminate on June 30, 2021.

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

1. Failure to maintain eligibility.
2. Failure to pay the license fee, which persists for more than 30 days.
3. 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 and the WSU [Safety Policies and Procedures Manual](#) (SPPM).
4. Repeatedly disturbing other occupants and/or violating WSU policies.
5. The loss of "marital status or domestic partner eligibility" (i.e., divorce, failure to maintain the domestic partner requirements as defined in Washington State law). The policy permits the remaining ineligible spouse/domestic partner to stay in family housing for up to 90 days from the date of loss of eligibility. If the remaining spouse does not have an ID number, one will be established for that short period of time. A 90-day notice will still be required if the remaining spouse should choose to move out prior to the end of the 90-day.

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 that 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.

Occupants that do not check-in and collect keys for their apartment within 5 days following their assigned move-in date will be considered no shows. Their apartment agreement will be administratively terminated and they will be charged a penalty equal to 90 days license fee from the date of termination.

Utilities

Housing Services provides stove, refrigerator, cable TV, water, sewer and trash collection to all units. Heat, hot water heating, and electrical usage is provided in Valley Crest. Steam heat and hot water heating is provided in Steptoe. Heat is included in Kamiak and Terrace - occupants are required to pay for electric hot water heating.

Yakama occupants pay for natural gas heat & hot water heating - occupants of 1 bedroom flats and studios pay for electric heat and hot water heating. Occupants of all complexes are required to pay for their own electrical usage (except Valley Crest) and phone service. Cable TV and Internet are provided by the university and included in license fee. Telephone and/or Internet services, other than the provided Internet services, are 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. The Network Service Agreement can be found at housing.wsu.edu/network/. Inappropriate use of computers on the WSU-provided network can result in the loss of network privileges.

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.

The University reserves the right to bill individual occupant accounts for any portion of unpaid utility services or delinquencies that have reverted to the University due to occupant non-payment. Failure to maintain utility service to

the unit may result in termination of this housing agreement. A \$25 handling fee will be charged for each utility billing handled by 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 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 (to include gender identity), and status as a Vietnam-era or disabled veteran, military status or status as an honorably discharged 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 Office of Civil Rights Compliance and Investigation, 225 French Administration Building, phone 509-555-8288.