

The Housing Contract is a legal and binding agreement between the resident (and the resident's parent or legal guardian where applicable) and City University of Seattle for the entire academic year (summer, fall, winter, and spring quarter), or a portion thereof if entered into after the beginning of the academic year. Charges are assessed each quarter.

***Before signing and submitting the contract, read all terms and conditions included and be sure you understand what you are signing.*** Review your financial resources and your medical, religious, and dietary needs to make plans for the entire academic year.

Housing paperwork that is incomplete will be returned or default options will be assigned at the discretion of Housing and Residence Life. Housing Contracts submitted with discriminatory comments or with explicit directions that hinder assignment processing may be returned.

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### **1. CONTRACT PARTIES**

A. This contract is between City University of Seattle (hereinafter referred to as "CityU" or "University") and the person, hereinafter referred to as the "resident," whose signature appears on the contract. The contract is not transferable.

### **2. CONTRACT OFFER**

A. The delivery of this contract by the University to the resident named constitutes an offer of accommodations and services in a residence hall located at Cornish College of the Arts in Seattle, Washington, that is owned by HRSE-Capstone Cornish LLC (the owner) under the terms and conditions described herein.

B. This offer is contingent upon its acceptance (by signing the contract) and submission by the date specified on the contract, and upon availability of space within the residence hall.

C. Parent/Guardian signature is required on the Housing Contract prior to submission for residents who are not yet 18 years old when the contract is executed.

### **3. AUTHORITY OF PROPERTY MANAGER**

HSRE is the owner of the property. Capstone On Campus Management (COCM) and Cornish College of the Arts are co-managers of the residence hall and does so on behalf of the owner of the residence hall. By signing this contract, the Resident acknowledges and agrees that COCM, Cornish College of the Arts, and City University of Seattle has the power and authority to enforce the terms of this contract on behalf of the owner, including the collection of

charges and fees owed to the owner by the resident pursuant to the terms of this contract.

### **4. CONTRACT EXECUTION**

A. This Housing Contract is duly executed when:

- I. The named resident and/or parent/guardian signs the contract; and
- II. The signed contract is submitted to Housing and Residence Life; and
- III. A \$300 housing administrative fee is submitted.

B. Each resident must remit a \$300 housing administrative fee when submitting the contract. This fee cannot be waived or deferred for any student for any reason.

### **5. ELIGIBILITY**

A. Any person who has been admitted to, or has enrolled full time (15 or more undergraduate credits per quarter, 6 or more graduate/doctoral credits per quarter, or the full time ELP program) at the University, is eligible to enter into this contract with the University.

International F-1 students on an approved vacation quarter, or engaged in OPT activities, may continue to reside in the residence hall.

### **6. ENROLLED STATUS**

A. The resident agrees to become and remain enrolled full-time each academic quarter within the period of this contract, and to report to Housing and Residence Life any failure or inability to register for classes on or before the opening of the residence hall for occupancy each quarter.

B. The resident agrees to vacate the assigned residence hall space and check out with a staff member from Housing and Residence Life within 48 hours after loss of status as an enrolled student.

C. Any exceptions to full time enrollment at the University during occupancy must be requested in writing and approved by the Vice President of Student Services.

### 7. IMMUNIZATION REQUIREMENT

A. The resident understands that the University requires all students living in the residence hall to show proof of the following immunizations prior to moving in and agrees to submit appropriate documentation:

- 2 MMRs or 2 Measles (Rubeola)
- 1 Rubella (German Measles)
- 1 Mumps

B. An exception to required immunizations may be granted in the event of valid medical contraindications or for religious/philosophical reasons. In the event of outbreak, exempted students will be excluded from campus activities, until such time as specified by the King County Department of Public Health.

C. The resident understands that obtaining proof of immunization may be a time consuming process. Questions regarding exemptions, requirements, or submission may be directed to Housing and Residence Life.

D. Any costs associated with required immunizations are the responsibility of the resident.

### 8. STUDENTS WITH DISABILITIES

A. Students who may require accommodation in housing should contact Disability Support Services at 206.239.4751 by the applicable Housing Contract deadline to ensure best consideration of your request.

### 9. HOUSING ADMINISTRATIVE FEE

A. Submission of the Housing Contract and the \$300 housing administrative fee serves to reserve a space in the residence hall.

B. The resident specifically agrees to be financially responsible for damage or other loss incurred to the building, room, furnishings, and equipment which is in

excess of normal wear and tear. Because all residents share responsibility for their building, damage, vandalism, or loss to public areas will be their joint responsibility. Any costs incurred to repair and/or clean public areas, including furnishings, will be equally split and assessed to the entire living group or a portion thereof if the person(s) responsible is not identified. Any charges incurred due to damage or other loss will be charged to the resident's student account at the discretion of Housing and Residence Life.

### 10. PRE-ARRIVAL CANCELLATION

A. The resident agrees that if a Housing Contract and \$300 housing administrative fee are submitted, and the resident withdraws or opts not to enroll, the resident is responsible for notifying Housing and Residence Life regarding their intent to cancel the contract. Notification must be provided in writing prior to the applicable deadlines listed below. The resident understands that the appropriate charges apply.

Amount of Refund at Time of Cancellation	Deadline for Quarter of Contract Start			
	SU	FL	WN	SP
✓ 100% of housing charges	May 16 <sup>th</sup>	Aug. 19 <sup>th</sup>	Nov. 24 <sup>th</sup>	Apr. 9 <sup>th</sup>
✓ 50% of housing charges	May 30 <sup>th</sup>	Sept. 2 <sup>nd</sup>	Dec. 8 <sup>th</sup>	Apr. 23 <sup>rd</sup>
✓ 25% of housing charges	Jun. 13 <sup>th</sup>	Sept. 16 <sup>th</sup>	Dec. 22 <sup>nd</sup>	Mar. 9 <sup>th</sup>
✓ 0% of housing charges	Jun. 14 <sup>th</sup>	Sept. 17 <sup>th</sup>	Dec. 23 <sup>rd</sup>	Mar. 10 <sup>th</sup>

B. Refunds, if applicable, will be processed within 30 days of notification to Housing and Residence Life.

### 11. CHARGES AND PAYMENTS

A. The resident agrees to pay the applicable housing charges in equal installments, one each quarter of contract, by the due dates established by the University. Payment plans are available through the Business Office, all payment plans begin well in advance of move in.

B. Charges for any change in room type will be calculated on a prorated basis. See Housing and Residence Life for details.

C. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residence hall, reassignment of current room, denial of residence hall services (including café access), cancellation of current student enrollment, and/or denial of subsequent University registration until the amounts due are paid.

D. Any resident who has submitted a contract and enrolled in the University, and failing to check in to the residence hall while the contract is in effect, will continue to have housing charges applied to the student account.

E. Except as otherwise provided by University policy, once the resident has moved in, the resident is liable for the applicable housing charges for the entire contract period, regardless of whether the resident remains in the residence hall for the entire contract period.

## 12. 2019–2020 HOUSING RATES

Room Type	Full Academic Year	Three Quarters	Single Quarter	5 Weeks (ELP Students Only)
Super Single	2,0240.00	15,180.00	5,060.00	2,530.00
Single	17,600.00	13,200.00	4,400.00	2,200.00
Double	16,360.00	12,270.00	4,090.00	2,045.00
w/kitchen				
Double	13,880.00	10,410.00	3,470.00	1,735.00
Triple	12,240.00	9,180.00	3,060.00	1,530.00

## 13. MEAL PLAN CREDITS

A. The housing rates above include \$200 meal plan credit per quarter. For 5 week contracts, \$100 meal plan credit is included. Meal plan credits for the quarter are allocated to the Residence Hall ID and will be available for use within 72 hours of the resident’s arrival. Subsequent meal plan credits will be allocated on the first day of the academic quarter.

B. Included meal plan credits cannot be waived or deferred for any reason.

C. Meal plan credits are valid for use at Nellie’s café and Nellie’s espresso bar. All meals are á la carte, using a declining balance system. Residents are responsible for budgeting meal plan credits accordingly.

D. The resident understands that the included meal plan credits do not constitute a full meal plan. For residents intending to dine primarily at the café, additional meal plan credits may be added to the Residence Hall ID at any time by contacting Housing and Residence Life.

E. Meal plan credits rollover from quarter to quarter during the Housing Contract period.

F. Unused meal plan credits are forfeited upon move out, including additional credits purchased by the resident. Meal plan credits are not subject to refund for any reasons.

G. Cooking in residential rooms is prohibited, except in rooms with kitchenettes. A community kitchen exists in the residence hall for the purpose of preparing supplemental meals and snacks.

H. Residents with dietary restrictions are encouraged to speak with Nellie’s Café staff directly to ensure their needs are met.

## 14. OCCUPANCY

A. The resident agrees that occupancy of the assigned room is limited to resident(s) assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by others, except in the case of accompanied guests.

B. The residence hall remains open during holiday and break periods, though some services, including meal service, may be limited. See Housing and Residence Life for details.

C. The resident, at their own risk, may leave or store personal property in the residence hall during winter break, but not during summer break unless enrolled in a housing contract that includes summer quarter.

D. Established move-in and move-out dates can be found on the Housing and Residence Life page at [my.cityu.edu](http://my.cityu.edu).

E. Prior to moving out, the resident must notify Housing and Residence Life, in writing, of the date they will be moving out. Failure to do so will result in an improper move out fee of \$150.

F. Arrangements may be made for residents requiring additional days before or after the established move-in and

move-out dates. These arrangements will be on a space-available basis and will be subject to a per-day charge.

G. Guests are permitted to visit 8:00 a.m. – 12:00 a.m. daily. Late night and overnight guests must be signed in and may visit for a maximum of 3 consecutive nights in a two week period after consultation with roommate.

## **15. ROOM ASSIGNMENTS**

A. The University agrees to consider information included in the housing preferences portion of the Housing Contract when determining roommate assignments. However, no guarantee of a specific assignment is implied.

B. Housing assignments are considered final for the entire duration of the housing contract except as otherwise provided by University policy.

C. If a resident does not plan to return to campus housing for the following quarter or has a change of assignment for the following quarter, the resident must move out and check out prior to the last day of the previous quarter occupancy.

D. If a vacancy occurs in the assigned room, the office of Housing and Residence Life will notify the remaining resident of one of these possible outcomes:

1. A new resident will move into the room;
2. The remaining resident will be asked to move into another under occupied room; or
3. The remaining resident will be notified they will remain in their room until an acceptable roommate match comes available.

E. The resident agrees that, should they fail to occupy the assigned room by noon on the first day of the quarter, the resident's assignment to a particular room may be forfeited unless prior written approval is granted by Housing and Residence Life. In such a forfeiture of assignment space, the resident agrees to accept other available housing accommodations. Failure to move in does not change the financial obligation of this contract.

F. Residents and rooms are subject to reassignment by Housing and Residence Life at any time. The University may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, student conduct, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability

of space, irresolvable incompatibility of roommates, unpaid housing charges, facility maintenance, or at the written request of the resident.

G. The resident agrees to observe the hall/room change procedures established by the University and to have written approval before making a change of hall and/or room assignment.

## **16. FURNISHINGS**

A. The University agrees to provide the resident with the following room furniture and furnishings: one extra-long single bed, one mattress, one desk with hutch, chair, a wheeled filing cabinet, one dresser, and closet space. Each room includes a bathroom with a toilet, sink, and shower.

B. Bed lofting and bunking kits may be requested for an additional fee from Housing and Residence Life on a first come, first served basis. All other lofts are prohibited.

## **17. UTILITIES AND SERVICES**

A. The University agrees to provide reasonable amounts of heat, water, electricity, and waste disposal in the residence hall.

B. The University agrees to provide wireless internet access in the residence hall.

C. The University agrees to provide laundry machines and dryers in the residence hall.

D. The University shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control.

E. The University agrees to provide custodial services for public hallways, lounges, and restrooms in the residence hall.

F. Residents agree to accept responsibility for cleaning their room and bathroom, as well as disposing of their trash and recyclables in the trash chutes provided. Housing and Residence Life will perform periodic health and safety inspections. In the event that a residential room falls below health and safety standards, mandatory cleaning fees may be assessed to the resident's student account at the discretion of Housing and Residence Life.

G. All services and facilities on the amenity floor (20th floor) are done so as a courtesy to the resident. Any disruption to access or use of these services does not constitute a breach of any obligation on the part of the University or Owner.

### **18. KEYS/KEY FOBs**

A. The resident agrees to be responsible for the key/key fob to their assigned room and mailbox. The resident further agrees not to have or allow the key/key fob to be duplicated and not to transfer use of the key/key fob.

B. The resident agrees to report loss of the assigned room key/key fob immediately and to pay fees and or charges for changing the locking mechanisms on all locks (doors, mailboxes, etc.) affected by the loss.

### **19. MAINTENANCE**

A. The resident agrees to notify the University promptly of any needed repairs or deteriorating conditions.

B. The University agrees to make necessary repairs and perform maintenance in the residence hall and rooms through authorized personnel, including outside vendors. Repairs will be made to the room and furnishings upon request or in accordance with routine schedules. All maintenance on campus is prioritized and executed accordingly.

C. The resident agrees not to modify, cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by Housing and Residence Life.

D. The resident agrees to use public areas, rooms, equipment, and furnishings in a careful and proper manner to contribute to the orderliness and cleanliness of all areas, and to cooperate in the common protection of property.

### **20. ROOM ENTRY AND INSPECTION**

A. The University affirms its respect for each resident's right to privacy in the residential room and agrees to make reasonable effort to give advance notice prior to entering a room.

B. The University regards room entry for the purposes of improvements, maintenance, cleaning, recovery of college-owned property, and fire safety inspections as

necessary for the health and general welfare of all residents, and, therefore, entry is agreed to and authorized by the resident.

C. The University and resident agree that a room may be entered and searched by University or law enforcement officials, consistent with state and federal laws, for purposes of discovering violations of University policies, regulations, or local, state, or federal law.

D. A resident's request for maintenance service will constitute authorization to enter resident's room.

E. Except as indicated in this section, the University agrees that entry without notice will be made only in emergencies to inspect or protect health, safety, or property.

### **21. BEHAVIOR AND CONDUCT**

A. The resident agrees to become aware of and observe all published rules, policies and procedures. Specifically included are the Student Handbook, Resident Handbook, and posted residence hall rules established by University officials and/or student governing bodies.

B. The resident agrees to check their CityU email account as well as their residential mailbox on a daily basis. A resident is considered notified the day correspondence, electronic or otherwise, is delivered.

C. The resident agrees to conduct one's self in such a manner as to allow others the enjoyment of the residence hall. The resident agrees to abide by all laws and to avoid causing excessive noise and/or disruptive behavior.

D. The resident agrees to membership in the respective student governing body(ies) of the residence hall to which the resident is assigned, including all rights, privileges, and responsibilities of such membership.

E. The resident agrees that use of any assigned room or any part of the residence hall to advertise, sell, solicit, or conduct a business by residents living in the building or by any other person is prohibited except as authorized in writing by Housing and Residence Life.

F. The resident understands that use, possession, manufacture, distribution, sale, and being under the influence of alcohol, marijuana or any illegal narcotic or

controlled substance is prohibited in the residence hall and on residence hall property.

G. The resident understands that pets and other animals, including fish are not permitted in the residence hall at any time, with the exception of service animals and emotional support animals approved by Disability Support Services.

H. The resident understands that the residence hall is a non-smoking building; smoking is only permitted in outside designated areas.

## **22. LIABILITY**

A. The University acknowledges, and the resident is hereby made aware, that criminal activity, personal injury, and theft occur and the risk exists for such future occurrences on University premises, specifically within housing and café facilities. Therefore the resident agrees to assume responsibility for one's own personal safety, as well as one's personal belongings.

B. The University does not assume responsibility for any resident's, guest's or other person's loss of money or valuables, or for loss of or damage to property, or injuries, personal or otherwise, sustained on or about the residence hall. The University recommends the resident contact a local insurance carrier concerning the availability of protection against such losses.

C. The resident understands if the room or other portions of the residence hall are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster), condemnation or other conditions outside of the University's control, the University shall have the right and option to terminate this contract on no less than 48 hours' notice to the resident. In such event, the resident will be entitled to a prorated refund of housing charges. In such cases the University is not obligated to find or provide housing.

D. Use of community or amenity space, including but not limited to work out facilities, common area kitchen and rooftop deck, are done so at user's own risk. The resident and any guest using these spaces agree to assume responsibility for one's own safety.

## **23. CONTRACT TERMINATION**

A. The Housing Contract is binding for the entire period set forth in its term. The contract may be canceled during its term for the following reasons:

I. Completion of graduation requirements.

II. Withdrawal from the University for at least one quarter.

III. Ineligibility to continue enrollment due to failure to meet academic, student conduct, or other requirements.

In the event of such cancellation, if the resident has a future quarter(s) on his/her existing contract and properly notifies Housing and Residence Life on the following deadlines, the resident will be eligible for a partial or full refund. To qualify, the resident must not only notify Housing and Residence Life, the resident must properly check out of their room as directed by the University. Unused meal plan credits at time of move-out will be forfeit.

B. A resident who officially withdraws or is not enrolled at the University during the contract term must move out and check out of their assigned room within 48 hours of withdrawal from the University. If the resident fails to officially vacate within 48 hours, the University may take possession of the assigned space, change locks/locks/keys, and charge all costs associated to the resident.

C. The resident maintains the right to petition for the cancellation of a Housing Contract. A written petition will be evaluated based on established guidelines and the Vice President of Student Services will determine if the contract shall be canceled. The decision of the Vice President of Student Services is final.

D. Documentation is required to show cause for cancellation.

E. A resident who moves out of University housing during the term of contract without relief from contract obligations and remains enrolled continues to be liable for housing charges which are applied to the student account, whether or not services are taken.

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***Housing and Residence Life reserves the right to alter or change any information or any programs contained in this publication.***

