

# **Family and Graduate Apartment Rental Agreement 2009-2010**

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## **Agreement between Residents and Housing Services**

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

The assignment and lease 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.

Rental charges begin on the date the keys are issued. Failure to vacate by the ending date of the contract, or the termination date agreed upon by the resident in case of termination of the contract, will result in the apartment overnight rate of \$25.00 per night being charged through or until eviction, and denial of further housing assignments. Residents leaving the campus for an extended period are responsible for paying their rent throughout the period of absence.

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

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## **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 rent. Housing Services agrees to refund the \$150.00 damage/security deposit to the resident 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 rental agreement is cancelled or terminated prior to taking occupancy.

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## Debt Collection

Unpaid rent and charges for cleaning, damage to property, equipment and furnishings are obligations of the resident under this Agreement with Housing Services. Washington State University's Registrar will not issue transcripts until full settlement of the resident's account has been made. **If the account is assigned for collection, the resident agrees to pay reasonable attorney fees, collection costs, and interest at 12% per annum.** Requests for future housing will be considered only if payments are current.

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## 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 Services may grant exceptions to these policies.

**Occupancy of the family and single graduate apartment is limited to the resident, 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 graduate apartments is limited to graduate students.**

**GUEST POLICY: Guests staying longer than five days are defined as being in residence.**

Residents are required to request approval from Housing Services for any guest who will stay longer than five days. Housing Services also reserves the right to terminate the rental agreement of any resident who willfully houses an unapproved guest in residence and/or charge the resident an amount equal to one month's rent.

**The rental agreement must be renewed each spring in order for the resident 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 resident wishes to renew his/her rental agreement, he/she must renew online before March 31, 2010. No response from the resident by the March 31, 2010, deadline will indicate to Housing Services that the resident will not need that apartment for the fall semester. The non-renewing resident also agrees to vacate his/her apartment by June 30, 2010. Failure to vacate by June 30, 2010 will result in the overnight rate being charged until the resident vacates the apartment.

Housing Services reserves the right to deny future housing assignments to residents 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 residents with a history of violating University policies, the terms and conditions of this lease agreement, and/or violating the WSU Standards of Conduct for Students and other relevant provisions in the Washington Administrative Code.

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## 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 rental agreement is cancelled or the date of the end of the rental agreement period. **Keys may not be passed to a replacement resident.** Failure to return the keys will result in the following nonrefundable key charges: \$40 for door, \$10 for mail, and \$5 for laundry room.

Residents may not put their own locks on any door in their apartment. If locks are found they will be removed and the resident charged for the cost such removal.

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## 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 lease 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).

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## 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 a pamphlet on lead poisoning prevention.

### **LESSOR'S DISCLOSURE**

1. Presence of lead-based paint or lead-based paint hazards:
  - 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.***
  - Known lead-based paint and/or lead-based paint hazards are NOT present in Columbia, Kamiak, Nez Perce, Steptoe, and Valley Crest Apartments.
  - Yakama Village is post-1978 housing; lead-based disclosure is not required.
2. Records and reports available to the lessor:
  - Lessor has provided the Lessee with all available records, reports, and the website <http://www.epa.gov/lead/pubs/leadpdf.pdf> pertaining to lead-based paint and/or lead-based paint hazards in Lessee's apartment.
  - With the exception of the one sample above, Lessor has no report or records pertaining to lead-based and/or lead-based paint hazards in Lessor's apartment complexes.

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## Noise Policy

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

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## Parking

All vehicles parked in Housing Services lots are required to display a current Housing Services parking decal. 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, residents 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, 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.

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## 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 container that will be allowed is a 30-gallon aquarium tank. Housing Services will assess a \$50.00 fee for the first violation of the pet policy, which will be charged to your account. In addition, residents found to have a pet in their 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 rental agreement. **Second violations of this policy will result in termination of the rental agreement.**

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## Property/Liability

Apartments must be kept neat and clean at all times and the sidewalks and stairwells kept free of obstacles. Residents may use the premises as a dwelling only. No alterations or physical modifications may be made to the premises or furnishings. **Residents 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.** Maintenance 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, dryers, and dishwashers will not be used or stored within a residence, except in Yakama where washers and dryers are allowed.**

The resident 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 resident negligence. **Housing Services reserves the right to adjust the temperature settings in individual apartments when weather conditions warrant.**

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 resident 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. Residents 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 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 rental agreement and refund to resident(s) any unearned rent already paid.

Housing Services will dispose of **any personal property left on the premises** by the resident after he and/or she vacates according to University policy and the law.

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## Regulations

While on the premises, resident(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 a resident'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. Residents agree to allow pest control personnel to spray their apartment when it is deemed necessary by Housing Services. Residents will also prepare their apartment for spraying before pest control personnel arrive.**

The premises rented to the resident(s) is part of the housing operated by Housing Services and the resident(s) agrees that he/she will comply with all current and future rules or regulations adopted by WSU that apply to said housing. ***Residents who are assigned to a non-smoking apartment will not smoke or allow any guest, friend, or family member to smoke in their apartment or on the balcony or porch.***

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

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## Rental Rate/Payment Schedule

The monthly rental rate, as stated in the [Family/Graduate Apartments 2009-2010 Rental Rates schedule](#) will be charged on the 1st of each month. The monthly rental rate in shared graduate apartments is split between the residents. Rent is payable on or before the tenth of each month during the term of this agreement. Charges for partial periods will be prorated on a daily basis.

If rent is not paid by the 10th, the resident agrees to pay a late payment fee and the resident will receive an electronic "Notice of Overdue Account" which will be found in myWSU (<http://my.wsu.edu>). Residents whose rent 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 rent during the term of this rental agreement. The resident will be given a 60-day written notice of any such increase. The resident may terminate the rental agreement with 30-days notice should the rental increase be unacceptable. Notice of rent increase will be sent via myWSU (<http://my.wsu.edu>) to each affected resident. Housing Services agrees to refund the \$150.00 damage/security deposit to the resident under these circumstances, provided no damage or cleaning charges are assessed, and no other amounts are due to the University.

This rental agreement will remain in force even though the rental rate for the apartment may change during the resident's occupancy, unless the resident terminates the agreement as set forth above.

For more information about rental rates, see our Rate Estimator.

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## Subletting

This agreement is not assignable, nor is the premises or any part to be sublet without the written consent of the Director of Housing Services or his/her designee. Residents found to be in violation are subject to termination of their rental agreement and eviction from Housing Services apartments.

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## Cancellation or Termination of Lease

**A resident may cancel (prior to moving in) or terminate (after moving in) their lease as follows:**

***By the Resident – Prior to Taking Possession*** - Residents 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. ***After Taking Possession*** - An online 30-day minimum notice of termination of the rental agreement is required. Residents who fail to provide notice 30-days in advance of their departure will be charged a cancellation fee of \$300.

Residents who complete their academic work or who terminate their association with the University are to vacate their apartment within 30-days after their association with the University ends. A 30-day notice is also required in this instance.

Each resident must inform the Housing Reservations Office by March 31, 2010, if he/she is planning to continue renting an apartment in Family/Graduate Housing past June 30, 2010, by completing the online renewal process the last two weeks of March. If a resident will not be residing in the apartment past June 30, 2010, an online termination must be submitted to the Housing Reservations Office at least 30 days in advance of the resident's stated date of departure.

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

1. Failure to maintain eligibility.
2. Failure to pay rent, 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.
4. Repeatedly disturbing other residents 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 60-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 30-day notice will still be required if the remaining spouse should choose to move out prior to the end of the 60-day.

**Housing Services will send a written notification of eviction via an agent of Washington State University a minimum of 5 days prior to the eviction date for any breach of this agreement. By signing this agreement, the resident agrees the resident is granting a Housing Services representative the authority to enter the apartment on or after the eviction date to remove anything of the resident's that is still in the apartment, including the resident. Any property the University removes shall be placed in a Housing Services warehouse for storage. The resident may reclaim such property from Director of Housing Services after the resident has paid all charges due Washington State University under this agreement.**

## 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. Heat and hot water heating is provided in Steptoe. Heat is included in Kamiak and Terrace – residents are required to pay for electric hot water heating. Residents of Columbia pay electric baseboard heat and hot water heating. Yakama residents pay for natural gas heat & hot water heating – residents of 1 bedroom flats and studios pay for electric heat and hot water heating. Residents of all complexes are required to pay for their own electrical usage (except Valley Crest) and phone service. Cable TV is provided by the University and included in the rent. The University reserves the right to bill individual student accounts for any portion of unpaid utility services or delinquencies that have reverted to the University due to resident non-payment. Failure to maintain utility service to the unit may result in termination. A \$25 handling fee will be charged for each utility billing handled by Housing Services. 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.

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## 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, slingshots, crossbows or martial arts tools may not be stored or used in apartments. Toy guns and activities such as “Assassin” are prohibited. Authorized storage facilities for firearms are located in the Public Safety Building.

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*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 Director, Center for Human Rights, 225 French Administration Building (1022), phone 509-555-8288.*