

# Single Student Apartment Agreement

Academic Year 2009-2010

- [Agreement between Resident and Housing Services](#)
- [Damage/Security Deposit](#)
- [Debt Collection](#)
- [Eligibility for University Housing](#)
- [Keys](#)
- [Lead-Based Paint](#)
- [Lead Warning Statement](#)
- [Noise Policy](#)
- [Parking](#)
- [Pets](#)
- [Property/Liability](#)
- [Regulations](#)
- [Rental Rate/Payment Schedule](#)
- [Subletting](#)
- [Termination](#)
- [Utilities](#)
- [Weapons/Explosives](#)

## Agreement between Resident and Housing Services

All residents of University-owned housing are required to sign leases called rental agreements. In signing your rental 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 assignment of a particular apartment by the University to you and your 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 personal residence.

The apartment rental agreement is an obligation for the *entire regular academic year* or until the end of the regular academic year if the resident group or an individual moves in after the academic year begins. Students who sign a rental agreement for the same Housing Services apartment become co-tenants; each being individually liable for all financial obligations resulting from rents, damages and any fees that may apply as related to the rental of a specific apartment unit. A student's monthly rent amount may change if the number of people leasing a particular apartment varies during the course of the academic year. *Apartment vacancies may be assigned by Housing Services as needed.*

Rental charges begin on the date the contract commences. *In cases involving early arrivals, rent begins on the date the key to the apartment is picked up.* Failure to vacate by the ending date of the contract, or the termination date agreed upon by the resident in case of cancellation of the contract, will result in the apartment overnight rate of \$25.00 per person per night being charged through or until eviction, and denial of further Housing Services assignments. Residents leaving the campus for an extended period are responsible for paying their rent throughout the period of absence.

Guests who stay longer than five days are deemed to be residents and will be expected to sign a rental 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 rental agreement of any resident who willfully houses an individual NOT ON the rental agreement and/or charge the resident full rent for the apartment from the beginning date of the rental agreement in addition to a penalty equal to one month's rent.

[Return to top](#)

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

[Return to top](#)

### **Debt Collection**

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

[Return to top](#)

### **Eligibility for University Housing**

Eligibility to rent from Housing Services, unless otherwise defined by the University, is limited to students of Washington State University. All rental agreements are terminable by the Housing Services when the occupant ceases to be in that status.

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.

[Return to top](#)

## 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 roommate.*** 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.

[Return to top](#)

## 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).

[Return to top](#)

## 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.

### Lessor'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. ***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 Chinook and Nez Perce Apartments.
- B. Records and reports available to the Lessee:
  - 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.

[Return to top](#)

## 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 vacate Housing Service and pay all appropriate charges.

[Return to top](#)

## 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.

[Return to top](#)

## 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 \$50.00 fee for the first violation, 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.**

[Return to top](#)

## **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 and dryers will not be used or stored within a residence.***

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 setting 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.

[Return to top](#)

## 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 Housing Services may enter the premises at any reasonable hour for purpose of inspection, to make repairs, or to show premises. To protect a resident'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. Residents agree to allow pest control personnel to spray their apartment when it is deemed necessary by WSU. 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.

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

[Return to top](#)

## Rental Rate/Payment Schedule

The monthly rental rate, as stated in the [Single Student Apartments 2009–2010 Rental Rates](#) schedule is charged to the Lessee's account on the 16th of each month - NO STATEMENT WILL BE SENT. A prepayment of the first month's rent, for fall semester, is due by July 1, 2009 unless the financial aid payment option was requested on your application. Each subsequent month's rent is due on ***the 16th of the month, beginning with September 16, 2009***. The monthly rental period runs from the 16th of one month to the 15th of the next month. If rent is not paid by the 16th, 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>). Students 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. ***For students contracting spring 2010 only, rent begins on January 6, 2010*** or the date keys are picked up, whichever is earlier. The rent from ***January 6, 2010, to January 15, 2010***, is due prior to key pick up unless the financial aid payment option was requested on your application. Each subsequent month's rent is due on the 16th of each month, beginning ***January 16, 2010***. For questions regarding payments, please call 509-335-8625. For more information about rental rates, see our [Rate Estimator](#).

**Washington State University - Single Student Apartments  
2009 - 10 Monthly Rental Rates**

	<u>Chief Joseph</u>	<u>Nez Perce</u>	<u>Chinook</u>
<b><u>Furnished apartments</u></b>	-	-	-
<b>2-bedroom</b> Apartment	\$880	\$750	\$750
Rent Per Person (if apartment is fully occupied)	\$440	\$375	\$375
<b>3-bedroom</b> Apartment	\$1,170		\$960
Rent Per Person (if apartment is fully occupied)	\$390		\$320
<b>4-bedroom</b> Apartment			\$1,000
Rent Per Person (if apartment is fully occupied)			\$250
<b><u>Unfurnished apartments</u></b>			
<b>2-bedroom</b> Apartment	\$830	\$700	\$700
Rent Per Person (if apartment is fully occupied)	\$415	\$350	\$350
<b>3-bedroom</b> Apartment	\$1,095		\$885
Rent Per Person (if apartment is fully occupied)	\$365		\$295
<b>4-bedroom</b> Apartment			\$900
Rent Per Person (if apartment is fully occupied)			\$225

Note:

- Rent includes Cable TV, water, sewer and garbage.
- Rent at Nez Perce and Chinook Village does not include electricity.
- Rent at Chief Joseph includes electricity.
- University water is fluoridated.
- Residents make their own arrangements for telephone and internet services.

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 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.

[Return to top](#)

## **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.

[Return to top](#)

## **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(s):***

***Cancellation*** - A cancellation received by July 1, 2009 will result in forfeiture of the security deposit. Residents canceling the rental agreement after July 1, but prior to taking occupancy of the contracted apartment will incur a cancellation fee of **\$300** in addition to forfeiture of the security deposit. ***Unpaid balances will be transferred to your student account.***

***Termination*** - All tenants of an apartment may terminate occupancy at any point by each tenant individually filing a Notice of Termination. A termination fee will be charged for each individual departing prior to May 15, 2010. The termination fee is based on the date the unit is vacated & keys are returned to the Housing Office. Beginning August 16, 2009 the termination fee is \$600. This fee will remain in effect through December 15, 2008. Beginning December 16, 2009 the termination fee is \$300. This fee will remain in effect through May 15, 2010. 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 resident will be leaving, rent will be charged only through the night of the 15<sup>th</sup> of that month, as long as keys are received by Housing Services by no later than the morning of the 16th. If the Notice of Termination is received after the first day of the month the resident will be leaving, rent will be charged through the next monthly billing period. Apartment group members who remain in an apartment where one or more residents have vacated will be responsible for the payment of the total rent for the balance of the agreement period. WSU will adjust the rent based on when vacating individuals provided their Notice of Termination to Housing Services.

Residents who plan to leave at the end of Fall Term, December 16, 2009 through December 19, 2009, **and** are eligible for waiver of the termination fee, will be charged a daily rate (with pro-rated adjustment to be made after keys are returned & checkout completed) if **both** of the following conditions are met:

1. The termination notice is received by Housing Services by December 1, 2009
2. The apartment is vacated & keys are received in the Housing Reservations Office by December 19, 2009.

If the apartment is vacated and keys are returned after the 19<sup>th</sup>, residents will be responsible for rent for the entire month of December.

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

3. Failure to maintain eligibility.
4. Failure to pay first month's rent by July 1, 2009.
5. Failure to pay rent, which persists for more than 30 days.
6. 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.
7. Repeatedly disturbing other residents and/or violating WSU policies.

***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.***

[Return to top](#)

## **Utilities**

The resident(s) is required to arrange for his/her own electricity service for the rental unit, except at Chief Joseph (Chief Joseph rent includes utilities), and will pay any and all charges for utility services or delinquencies directly to the service providers. Cable TV is provided by the university and included in rent. Telephone and/or Internet service are at the resident's option and cost. 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 resident nonpayment. Failure to maintain utility service to the unit may result in eviction. A \$25 handling fee will be charged for each utility billing handled by Housing Services due to non-payment by the resident. Hot water units must be maintained at 120-degree temperature; changing the temperature setting is a violation of the policies of Housing Services.

[Return to top](#)

## **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 Housing Services apartments. Toy guns and activities such as “Assassin” are prohibited. Authorized storage facilities for firearms are located in the Public Safety Building.

[Return to top](#)

*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 Director, Center for Human Rights, 225 French Administration Building (1022), and Phone 509-335-8288. January 2003, 900782.*