

Single Student Apartment Agreement

Summer 2009

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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 for the ***summer period of May 17, 2009 – August 15, 2009***. 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.

Rental charges begin on the date your unit is occupied. Residents are considered in occupancy when keys are issued. Failure to vacate by the ending date of your summer 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 Housings Services assignments.

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.

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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.

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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.

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Eligibility for University Housing

Eligibility to rent from Housing Services for summer term, unless otherwise defined by the University, is limited to students or individuals affiliated with Washington State University. All rental agreements are terminable by the Housing Services when the occupant ceases to be in that status. Occupancy is limited to residents who have applied and been approved for summer housing.

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 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.

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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 information on lead poisoning prevention. Housing Services is in compliance and aware of its responsibilities 42 U.S.C. 4852d.

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 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.
2. 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.

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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 vacate Housing Service 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 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.**

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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 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.

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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 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).

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Rental Rate/Payment Schedule

The monthly rental rate, as stated in the Single Student Apartments 2009 Summer Rental Rates schedule (see below) is charged to the Lessee's account on the 16th of each month - NO STATEMENT WILL BE SENT. Rent is charged per person, per month with prorated adjustments based on the date the apartment is occupied or the unit is vacated and keys are returned. The monthly rental period runs from the 16th of one month to the 15th of the next

month with July rent running through August 15th. If rent is not paid by the 16th, the resident agrees to pay a \$25 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 to WSU unpaid by the bank will be charged the non-sufficient funds fee assessed against WSU in addition to the late payment fee. For questions regarding payments, please call 509-335-8625.

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.

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

	<u>Chief Joseph</u>	<u>Nez Perce</u>	<u>Chinook</u>
<u>Furnished apartments</u>	-	-	-
2-bedroom apartment rent per person	\$220	\$190	\$190
3-bedroom apartment rent per person	\$195		\$160
4-bedroom apartment rent per person			\$125
<u>Unfurnished apartments</u>			
2-bedroom apartment rent per person	\$210	\$175	\$175
3-bedroom apartment rent per person	\$185		\$150
4-bedroom apartment rent per person			\$115

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.

* Residents storing personal belongings in Nez Perce and Chinook over the summer are responsible for paying the electrical bills through Avista Utilities. If we are notified by Avista that you have requested services be discontinued or taken out of your name, we will bill your account each month for the charges due plus a \$25 handling fee.

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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

By the resident(s):

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

Cancellation – The summer application may be canceled without forfeiture by signing back onto the online application and submitting a cancellation prior to taking occupancy. Cancellations received less than 7 days prior to your summer start will result in a \$25 cancellation fee. Cancellations received after the start date of the period of occupancy will result in forfeiture of the \$150 Security/Damage Deposit. ***Unpaid balances will be transferred to your student account.***

Termination – Separate written notice of termination is not required during summer term. Residents leaving early may simply update their move-out date on their online application. Rent will be pro-rated on a daily basis based on the date the keys are returned to the Housing Reservations Office. See [Single Student Apartment Termination and Checkout Information](#) for more details.

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

1. Failure to pay rent, which persists for more than 30 days.
2. 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.
3. 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 the Director of Housing Services after the resident has paid all charges due Washington State University under this agreement.

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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.

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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 Housing Services 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, 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.