



Housing Agreement 2018-19

Please review this agreement.

Seattle University seeks to provide on-campus living for students at the most reasonable rate possible. For this reason, the University operates housing and dining services on a full academic year contract basis.

Each student who resides on campus must agree to the terms and conditions of the Resident Handbook, Code of Conduct, and University Bulletin. By submitting the Housing and Residence Life online request for housing, a student or prospective student agrees that he/she intends that the electronic submission constitutes consent to sign this contract as if they had signed in their own hand. Submission of this contract further constitutes acceptance, acknowledgement, and the agreement to abide by the terms and conditions of this contract and it becomes a binding agreement (a legal contract) between the student and the University, and is considered an acceptance of an offer of housing. This contract is deemed accepted upon receipt of prepayment by the University.

This Student Housing Agreement (the "Agreement") is entered into and effective on July 1, 2018, between Seattle University (the "University") and the Student.

A. Housing Policy

As a residential campus, committed to the education of the whole person, the residential experience is considered an integral part of a student's education. Students are required to live on campus and purchase the Residential Meal Plan if they fall into any of the following categories:

- Freshmen or sophomore and under the age of 21.
- First or second year SU student and under the age of 21.
- Within two years of high school graduation date as of first day of fall quarter classes, and under the age of 21.

If students fall into any of the above categories (as of the first day of class for the academic year), they are required to live on campus for the **full academic year**. If student status (class year, age etc.) changes during the academic year, they will not be released from this housing requirement until the following academic year. The summer quarter is not included in the residential requirement.

Returning students applying for an exemption to the residential requirement are required to submit a request by May 1, 2018. New students are required to submit a request by August 1, 2018. Late requests will not be accepted.

By signing the Student Housing Agreement, students will be subject to financial penalties for failing to honor the commitment for the entire academic year. While an exemption from the On-Campus Residency Requirement may be awarded in a given case, a student may still be subject to financial penalties under the Student Housing Agreement "Room Rates for Academic Year" clause for up to the full remaining rates due.

Exemptions to the residential requirement are limited to the following categories:

1. **Living with family within a commutable distance and falls within the residential requirement.** The student must live with the family member in their primary place of residence (approximately 20 miles or less from campus, please see map with approved commutable areas).
 1. "Family" is defined as a parent, aunt, uncle, grandparent, spouse, or children.
 2. "Primary place of residence" is defined as a person's true, fixed, and permanent home and place of habitation, to the exclusion of all others. It is the place where the person intends to remain permanently.

The Student Housing Agreement is a binding, legal document. Therefore, we will not approve mid-year move-outs after the move-in date without a financial penalty for cancellation.

Students applying to live with family must follow the following process (by April 22nd for returning students, or July 24th for new students):

1. Fill out a housing application. After completing a few steps to verify information the student will have the option to request an exemption.
2. The student will need to upload a photocopy of a valid form of ID from the family member you will be living with.
3. The student will need to upload photocopy of a map from the requested the address that you will be commuting from to the University.

In order to be approved for release from the residential requirement, the student must complete a Housing Application and submit the required documents. Fulfilling the requirements for exemption will not constitute an automatic release from the residency requirement. Failure to obtain an approved exemption from Housing and Residence Life will result in the posting of the quarter housing charges to the student's SU account.

Any student who falls within the residential requirement and fails to sign up for housing, or be approved for an exemption by May 1 (returning students) or August 1st (new students), will automatically be assigned a room and meal plan.

Any student found to be providing false information on the Housing policy exemption request form or during a personal interview will be subject to University disciplinary action.

B. Cancellation Fees and Timeline

SU students have ten (10) business days after receiving their official assignment to cancel their housing agreement without penalty so long as the cancellation reason is within the housing policy. After the ten (10) business days the following penalties will apply:

- After June 1 (or 20 business days after receiving an assignment) whichever is later, \$1,000 room cancellation fee

- On or after the move-in date: Students are responsible for the housing fee for the entire term in which the student requires a release, *plus* 50% of any remaining term(s). Once a term has commenced the cancellation request may only be requested for subsequent terms.

Reasons for a Housing Release

Commuting - If you are a third or fourth year student or over 21 years of age by the first date of your start term. After moving in, because of the binding Student Housing Agreement, we will not approve mid-year move outs without a cancellation penalty.

Marriage - Occurring after the start date of the contract. A marriage certificate to prove actual marriage is required.

Medical Accommodation - Conditions for which the University is unable to accommodate on campus residence. A letter of support from the Office of Disabilities Services is required. Contact Disabilities Services at (206) 296-5740.

Transfer, Withdrawal, Hardship Withdrawal - Documentation is required. Submitting the Meal Plan Change form is also required. Students who are suspended or expelled for disciplinary reasons will not be released from the financial obligations of their contract. For mid-quarter withdrawals, students may have their housing and meal plan charges prorated based off of the date of check-out.

Graduation - This is occurring during the academic year. Congratulations!!!

Academic Internship/Exchange/Study Abroad - Documentation is required if this is a non-Seattle University sponsored program.

Pregnancy - Pregnancy or the birth of a child by the student. Students may have their housing charges prorated based off the date of check-out.

Military Relocation - Documentation is required. Students may have their housing charges prorated based off the date of check-out.

Any student who falls within the residential requirement and fails to sign up for housing, or be approved for an exemption by May 1st (returning students) or August 1st (new students), will automatically be assigned a room and meal plan.

C. Housing Application Fee

All incoming first-time housing applicants will pay a \$300 Housing application fee, which will be used as a pre-payment for their fall quarter housing charges. This fee is independent of the cancellation penalties. Students who are cancelling have until August 10th to receive a refund of this fee.

D. Occupancy

The Student agrees to occupy an assigned room in one of the University's student residences 2017-2018 Academic Year (as defined below in Section G). The University agrees to permit the Student's occupancy according to the terms and conditions of this Agreement. Except as permitted in the University's Student Handbook (and

except for a roommate assigned by the University), the Student agrees to not allow any other person to remain overnight or to occupy his or her unit. The Student agrees not to lend or give his or her key or campus card to any other person.

E. Cohabitation and Overnight Guests

Cohabitation is not permitted in University residence halls or apartments. Students will be assigned, and are only permitted to, live with students of the same gender. Students are not permitted to live with another student with whom they are in an amorous relationship. Only guests of the same gender as their resident hosts are permitted to stay overnight in the residence halls, provided that the guest is not in an amorous relationship with the resident host. It is expected that anyone housing an overnight guest has received explicit permission from his or her roommate(s). For reasons of safety and accountability and in case an emergency should arise, hosts must inform their RA if they have an overnight guest. A guest is limited to staying overnight in a residence hall three nights per month. If any guests intend to stay longer than three nights, they must obtain permission from the Resident Director of the building.

F. Dates of Occupancy

- If the Student is a freshman or transfer student at the University, occupancy will begin at 9:00 a.m. on Saturday, September 22, 2018. If the Student is a returning student, occupancy will begin at 9:00 a.m. on Sunday, September 23, 2018.
- If the Student is graduating at the end of the 2018-2019 Academic Year, occupancy will end at 12:00 p.m. on Monday, June 17, 2019. If the Student is not graduating at the end of the 2017-2018 Academic Year occupancy will end 24 hours after the student's last final exam, but no later than 12:00 p.m. on Saturday, June 15, 2019.
- The Student must vacate the residence hall for winter break by the end of 24 hours after the Student's last final exam or by 12:00 p.m. on Saturday, December 15, 2018. The residence halls will re-open for occupancy at 9:00 a.m. on Friday, January 4, 2019. Junior and senior students living are not required to vacate over winter break, but must obtain permission to occupy a unit during break by filling out a Winter Break Occupancy Form found in the housing portal.
- The University reserves the right to close the residence facilities during any of the University's breaks and may require all students to vacate the halls for all or part of the break.

G. Room Rates for Academic Year 2018-2019

The Student agrees to pay the applicable room rate in three equal installments, one each academic quarter, by the due dates established and announced by the University, except as otherwise denoted by University policy. Room Rates for the 2017-18 school year are published on the housing website.

H. Hall and Room Assignments

1. The University administers decisions regarding room assignments without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, political ideology or status as a Vietnam-era or special disabled veteran. The University will make reasonable accommodations in housing for students with disabilities and gender identity needs.

2. The University reserves the right to determine room assignments, and to change a student's room assignment for reasons determined necessary by the University.
3. It is the policy of Seattle University to give preference in housing assignments to students who reside outside the greater Seattle area. In accordance with this policy, the University reserves the right to cancel this contract prior to the published date for residence hall opening in the fall, winter, or spring quarters where this contract has been entered into with a student who resides within the greater Seattle area. The cancellation of the contract, notification of cancellation, establishment of priorities to regain residence, definition of the greater Seattle area, and other matters are governed by established procedures that are available upon request.
4. Any room assignment not claimed by midnight of the first full day of classes will be reassigned as needed. In such event, charges for the original assignee may continue and a different room assignment will be determined by the University from the remaining rooms available, if any.
5. Single room assignments in double occupancy rooms are available only when space permits. Single room assignments cannot be guaranteed prior to the beginning of the quarter, and may not be available throughout the entire school year. Single rooms will be prioritized based on need.
6. Continuing students must be registered for classes prior to moving on campus. Continuing students not registered by the date of move-in may have their assignment canceled.
7. Students must be in compliance with the University's immunization policy. Students who are not in compliance will not be allowed to move in.
8. Students living on campus should be registered full-time (12 or more credits). Students who are not full time should request permission from the Office of Housing and Residence Life to remain on campus. This does not apply to seniors in their final 2 quarters or students participating in a University co-op or internship program.

I. Housing and Other Charges

The Student authorizes the University to post Housing and Residence Life charges directly to his or her student account. The Student understands that the charges may include, but are not be limited to, housing fees, meal plan costs, cancellation fees, fines for conduct violations, reimbursement of damage costs, and lockout fees. The Student should contact Housing and Residence Life directly for a description of charges. The Student is obligated to pay any balance in full by the invoice due date. If the Student fails to comply with these terms, he or she will not be allowed to register for classes or receive transcripts or diplomas and may be denied other University services. If the Student fails to make timely payment of all or any part of assessed charges, the Student will be liable to the University for all costs (including reasonable attorneys' fees) the University incurs in pursuing collection against the Student. The University's late fee policies will also apply to charges imposed by Housing and Residence Life. The Student understands and agrees to these terms and accepts as the Student's personal responsibility any debt arising in connection with this Agreement.

J. Meal Plan

Students living in the residence halls must purchase a meal plan with the University's food service contractor (Bon Appétit). If the Student fails to specify a meal plan, the Residential Meal Plan option will be assigned to the Student and he or she is liable for the cost of that plan. The minimum meal plan requirement for freshmen and sophomores is the Residential Meal Plan; this includes the Murphy and Douglas Apartments. The meal plan the Student selects for fall quarter will automatically be added to each subsequent quarter unless the Student requests a change through Housing and Residence Life in the first ten (10) class days of fall/winter/spring quarters.

Junior and Senior students are not required to purchase a meal plan. If a Student chooses to purchase a meal plan with the University's food service contractor (Bon Appétit), the meal plan the Student selects for fall quarter will automatically be added each quarter unless the Student requests a change through Housing and Residence Life in the first ten (10) class days of winter/spring quarters.

Additional money can be added on the Student's account at any time. Funds less than or equal to \$250 remaining at the end of fall and winter quarters are rolled over to the next quarter. Funds remaining at the end of spring quarter are forfeited to the University. Meal plan 6 and Meal Plan 7 will roll over 100% quarter to quarter.

K. Liability and Damage to Property

1. The Student is responsible in full for any damage to or loss of his or her property, including money, personal belongings, computers and electronics, or other items of value, located in or on the University's premises. The University disclaims any and all liability for damage to or loss of the Student's property.
2. The Student is responsible for, and will be charged the costs of repair of, any and all damage that occurs in his or her unit, regardless of whom or what caused the damage (other than damage caused exclusively by a failure in a mechanical or plumbing system of the University). The Student is also responsible for, and will be charged the costs of repair of, any and all damage he or she may cause (alone or with others) to any other area of housing or the University.
3. The Student agrees that he or she shall be responsible on a pro rata basis for any malicious damage which occurs to any common area of the residence hall when the University is unable to determine the person who is a fault. The Student will be charged on a prorated basis for the cost of the damage as determined by the University.
4. The Student agrees to be responsible for the conduct of any guests who are in the residence hall at the invitation or permission of the Student.
5. If the University incurs expenses as a result of the Student's failure to meet the requirements of Sections K. 2, 3, or 4, the Student agrees that the University has the right, at its discretion, to either issue an invoice to the Student for the costs or offset the costs against any amounts the University may owe the Student.

L. Right of Entry

University representatives may enter the residence halls and the Student's unit at any time without prior notice, after knocking and announcing their presence, for the purposes of: (1) making necessary or agreed-upon repairs; (2) supplying necessary or agreed-upon services; (3) investigating health or safety concerns, or suspected violations of Housing and other University policies (including, but not limited to, violations of firearm or drug, tobacco, and alcohol use policies); (4) verifying occupancy; (5) conducting inventories of University property; and (6) conducting facility inspections.

M. Termination

The University reserves the right to terminate this Agreement and the Student's residency because of improper or unsafe conduct by the Student or failure of the Student to comply with any term or condition of this Agreement. The University's termination of this Agreement does not relieve the Student's obligation to pay the room rate for the full Academic Year. If the Student withdraws from the University and Housing, this Agreement will terminate and eligibility

for any refund will be determined by the Housing refund policy in effect at that time. The Student shall vacate the residence hall within 24 hours of initiating withdrawal procedures.

N. Pets

No pets or animals are permitted in campus housing at any time, with the exception of (1) fish contained in a small tank of not more than ten (10) gallons; and (2) an animal trained at a recognized school or facility for the purposes of assisting or accommodating a person with a disability.

O. Check-In/Check-Out

1. At the time of check-in, the Student is responsible for inspection of the overall condition of the assigned room and must complete an online "Room Condition Inventory" at the time of move-in in the Housing Portal.
2. Check-out occurs when the Student has had his or her unit checked by a Housing and Residence Life staff member at the time of move out, has re-signed the "Room Condition Inventory", has returned all keys, and has left a forwarding address at SU-Online.
3. It is the responsibility of the student to arrange an appointment at least 24 hours in advance to check-out and to turn in keys. Failure to do so in a timely manner may result in a check-out charge, a lock change charge, and other associated costs.
4. If there is a vacancy in a room the current residents(s) may not occupy the vacant space. If residents occupy more than one space their items may be moved at the student's expense to make room for another occupant. If housing is unable to assign a new resident to the space because the current resident is occupying more than one space the current resident may be subject to disciplinary action through the Integrity Formation process and may be responsible for the room charges for that space.
5. The Student is required to remove all personal belongings from his or her unit prior to check-out and may not leave belongings to be held by other students. The Student agrees that the University may treat as abandoned any property left in the Student's room after the Student moves out. The University has no obligation to store or to attempt to return abandoned property to the Student and will dispose of the property according to University policy or practice. The University will remove and dispose all belongings left in the room at the student's expense.
6. The Student will leave the room clean and the furniture in good order at the time of checkout. If the space requires additional cleaning, furniture to be repaired, replaced, or reassembled the Student will be responsible for the expense to repair, replace, clean, and labor charges as determined by Housing and Residence Life.
7. After check-out all disputes of charges must be submitted to the Housing and Residence Life office no later than two weeks after the date of the charge to the student's account.

P. Compliance with Other University Policies

The Student acknowledges that he or she is aware that the University has a number of policies that relate to and govern student conduct. Those policies are contained in several different documents, including, but not limited to, the Seattle University Student Handbook; the Resident Handbook; the Seattle University Code of Student Conduct; the Undergraduate Bulletin of Information; and the Seattle University Catalogue. At all times students are responsible for accessing online the most up-to-date version of University policies. Policies posted online are the most current versions

and are intended to supersede prior online versions and hard copies. The Student agrees to become familiar with these documents and policies and to comply with the obligations set forth in these publications and in other University policy statements that pertain to students or student conduct or activities, as they may be amended from time to time.

Q. Statement on Nondiscrimination

Seattle University does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, political ideology or status as a Vietnam-era or special disabled veteran in the administration of any of its education policies, admission policies, scholarship and loan programs, athletics, and other school-administered policies and programs, or in its employment related policies and practices. In addition, the University does not discriminate on the basis of genetic information in its employment related policies and practices, including coverage under its health benefits program.

All University policies, practices and procedures are administered in a manner consistent with Seattle University's Catholic and Jesuit identity and character. Inquiries relating to these policies may be referred to the University's Chief EEO Officer/Title IX Coordinator at (206) 220-8515.

For more information please go to <https://www.seattleu.edu/policies/nondiscrimination-policy/>

Individuals may also contact the Office for Civil Rights of the U.S. Department of Education.

R. Disability Statement

We work closely with the Office of Disabilities Services to ensure appropriate accommodations for students with disabilities in housing. Please contact Rich Okamoto at Disabilities Services at (206) 296-5740 or at okamotr@seattleu.edu to discuss your accommodations for the residence halls and any other support you may need on-campus. Accommodations can include (but are not limited to) things like: a single room, access to an accessible bathroom, alteration of meal plan, etc. Please discuss with Rich what you think you will need to be successful at Seattle University.