

# Residence Hall Housing Contract

## **General Contract Information:**

This contract is a legal and binding agreement between the applicant, Wenatchee Valley College (WVC), and the WVC Residence Life office. It is understood that residency in the Residence Hall is merely incidental to the provisions of educational services, and as such is not subject to provisions of Chapter 59, 18 RCP Washington State Resident Landlord Tenant Act.

Submission of this agreement **DOES NOT** guarantee placement into the Residence Hall. WVC retains expressed authority to accept or deny this contract. Housing contracts for students whose conduct is not conducive to a group living and learning environment may be denied approval, or continued residency in the Residence Hall.

**CONTRACTS THAT ARE CANCELLED IN WRITING A MINIMUM OF 15 DAYS PRIOR TO TAKING RESIDENCY, ARE ELIGIBLE FOR RETURN OF THE FULL DAMAGE DEPOSIT AND ADMINISTRATIVE FEE.**

**NO REFUND WILL BE GRANTED AFTER RESIDENCY HAS BEEN ESTABLISHED.**

## **Housing Regulations**

Regulations governing all residents include the Residence Life Housing Contract, WVC Residence Hall Handbook, WVC Student Code of Conduct, and the WVC Student Rights and Responsibilities. All aforementioned are incorporated by reference and are made available for review and inspection at: [www.wvc.edu/housing](http://www.wvc.edu/housing), or subsequent enactment of Washington State law or written notices applicable to the operation and administration of the Residence Hall.

The resident expressly agrees that the college may terminate the Housing Contract and take possession of the room at any time for violation of said contract, college rules and regulations, or for documented health reasons. A resident whose conduct warrants the issuing of a written incident report will have his/her status as a resident in the Residence Hall reviewed by the Residence Life Office. *Disruptive behavior, community standards violations, or financial delinquencies may be grounds for eviction, or fines.*

## **Contract Period**

When signed by the resident, this housing contract is valid expressly for the academic year for which it is approved (fall – spring), or remaining portion of the year if moving in mid-year. Summer housing may be requested via the Summer Contract Extension Request.

Regardless of the date/quarter of move-in, all housing contracts expire the day following the last day of the spring quarter for the academic year for which it is approved. All

residents must complete a checkout appointment and surrender they keys no later than the contract expiration date, or have submitted the contract extension and/or renewal application no later than the contract expiration date in order to remain/continue residency in the Residence Hall.

Applicants that do not intend on residing in the Residence Hall for the full academic year must indicate so on the housing application AND include a request for a modified contract detailing the reasons a shorter contract is requested. Priority is given to applicants planning to reside in the Residence Hall for the entire academic year. Modified contracts for tenancy less than the full academic year are considered on a case-by-case basis.

\* The Summer Contract Extension Request applies only to the summer quarter for which it is approved and expires on the last day of the given summer quarter. Approval of the Summer Contract Extension Requests require that the full Housing Contract and all Residence Hall and WVC policies be upheld for the duration of stay. WVC maintains the right to terminate an approved Summer Contract Extension at any time for failure to abide by all Residence Hall and/or WVC policies.

### **Termination of Contract**

Failure to uphold the terms of the Housing Contract for any reason may result in the assessment of the full quarterly housing fees and/or forfeiture of any monies paid for a given quarter, loss of the damage deposit, and assessment of the Early Termination Fee.

- *An Early Termination Fee Appeal may be submitted for **extenuating circumstances** for which withdrawal from college is required.*

### **Statement of Financial Intend & Agreement**

It is understood that assuming residency in the WVC Residence Hall constitutes acceptance of financial responsibility for any and all fees incurred throughout the duration of tenancy and completion of the housing contract, including but not limited to quarterly housing fees, parking fees, damages and/or cleaning fees, and conduct fees.

Furthermore, it is understood that housing fees continue to incur until such time as a check-out appointment has been conducted and the Residence Hall keycard and/or physical key has been surrendered directly to Residence Life staff.

***Quarterly Payments:*** It is understood that full payment of the quarterly housing fee, or the establishment of a Housing Payment Plan, is required by the first day of each housing quarter.

***Delinquent Accounts:*** It is understood that an account that is delinquent for more than fifteen (15) days is grounds for contract termination and immediate eviction from the

Residence Hall. Additionally, a delinquent account may be turned over to collections. Collection fees will be assessed according to collection agency rates and will be the responsibility of the individual named on the housing application and contract.

### **Security / Damage Deposit**

A security/damage deposit is required upon submission of the Housing Application. Return of the security/damage deposit shall be within 30 days of the completion of the housing contract, and provided that all requirements have been fulfilled and payment of all fees has been received, including but not limited to quarterly housing and technology fees, late fees, damages, lost keys, etc. Remaining balances will first be taken from the security/damage deposit and any balance owed above the security/damage deposit amount will be left owed and remain the fiscal responsibility of the individual named on the housing application and contract.

Damage assessment/charges will not be applied as they occur, but instead will be due immediately upon vacating the Residence Hall.

### **Use of Facilities**

Residents must enroll in, maintain, and complete of a minimum of 10 credits per quarter for the duration of residency. If on or after the first day of classes in a given quarter, a resident is found lacking of housing eligibility requirements and/or is evicted from the Residence Hall, the student agrees to vacate the facility within 24 hours or the time specified by Residence Life staff, unless permission to remain is granted by the Residence Life Office.

### **COVID-19 Agreement:**

**Applicants who are unable or unwilling to agree to the COVID-19 Agreement are ineligible for housing in the WVC Residence Hall.**

The applicant understands and recognizes that living in a shared-living environment such as the WVC Residence Hall carries an extra obligation to protect themselves and the community.

Furthermore, the applicant understands that regardless of vaccination status, living in a community-living environment is considered high-risk. **Residents with pre-existing conditions that may place them at a higher risk of contracting COVID-19, should consider whether the Residence Hall is the best fit for them.**

As such, applicants agree that should their application for housing be accepted, they will:

- Not engage in any behavior that may increase the risk of exposure, whether on or off campus.

- **Immediately report any suspected exposure, or confirmed contraction of COVID-19, to the Residence Life Manager or Director of Student Life.**
- **Temporarily leave the Residence Hall and isolate at alternative housing for the duration of the isolation period.**
  - Residents that do not have alternative housing options must cooperate with Residence Life to expediate isolation efforts.
- Practice good hygiene, including, but not limited to: hand-washing, utilize provided hand sanitizer, wearing a face mask if/when circumstances require it.
- Adhere to this agreement, with the understanding that WVC maintains the right to remove any persons from the Residence Hall if their behavior is deemed flagrant, or willfully in violation of this agreement, which may also constitute a violation of the Student Code of Conduct, which may carry additional sanctions.

### **Alcohol, Drug, and Tobacco Policy & Agreement**

Residents expressly agree that the possession, use, or consumption of alcoholic beverages or, being under the influence of alcoholic beverages, marijuana, or illegal drugs as defined by RCW 69.50, the Uniform Controlled Substances Act, is prohibited in the WVC Residence Hall and the adjoining grounds.

Additionally, residents agree that all forms of tobacco and tobacco products, including vaporized forms, shall not be used in any part of the Residence Hall. Furthermore, residents understand that violation of the Alcohol, Drug, and Tobacco Policy may result in immediate removal from the Residence Hall.

### **By signing, the applicant agrees to the following statements:**

1. *I understand that all federal, state, local, college, and community laws, rules, and standards regarding the possession, use, consumption, or influence of alcoholic beverages, illegal drugs, and use of tobacco apply to me while residing in the WVC Residence Hall. Furthermore, I agree to follow and obey all laws, rules, and community standards regarding alcohol, illegal drugs, and tobacco.*
2. *I understand that the WVC Residence Hall is substance free, regardless of the legal age to consume or purchase. I will not possess, use, be under the influence of, sell, share, or otherwise distribute alcohol or illegal/controlled substances in or around the WVC Residence Hall. This standard applies to alcohol, drugs, controlled substances, and/or related paraphernalia.*
3. *I agree that I will not host any guest, either in my assigned room or within the Residence Hall or surrounding property, who possess, is under the influence of, sells, or distributes alcohol or illegal drugs or controlled substances.*
4. *I understand that violation of the Alcohol, Drug, and Tobacco policies will result in college disciplinary action under the WVC Student Code of Conduct, Student Rights and Responsibilities, Housing Contract, and Residence Life Housing Handbook.*

5. *I understand that in addition to college sanctions, violations of the Alcohol, Drug, and Tobacco policies are grounds for immediate removal from the WVC residence hall, which carries additional fines.*

### **Weapons Agreement**

*I understand that weapons of any kind, including but not limited to firearms, air guns (such as: BB, pellet, air soft, and paint ball guns), blades over 4", and personal defenses sprays larger than those intended to attach to a keychain, are not permitted in the WVC Residence Hall, regardless of licensing or permit status.*

**\*Kitchen knives, that are explicitly used for the purpose of food preparation and/or consumption will be permitted so long as the knife is only used for the stated purpose.**

### **Room Entry Agreement**

*I agree that authorized WVC personnel maintains the right to enter any room for the purpose of inspection, repairs, or other official business. Additionally, said personnel may enter any room for reasons of health and safety, and when there is reason to believe that established rules, policies, and community standards are being violated, even in the absence of the occupant.*

### **Conduct Agreement**

*I understand that any form of discrimination, hazing, bullying, disregard for, or violation of Residence Hall and/or WVC policy, or instruction by Residence Life staff may result in fines or termination of contract and removal from the Residence Hall.*