



The Evergreen State College

STUDENT HOUSING LICENSE AGREEMENT 2022 SUMMER

1. GENERAL PROVISIONS

- A. This Student Housing License Agreement (Agreement) is entered into between The Evergreen State College (College) and a Licensee attending the College (Resident), and legal guardian if the Resident is under the age of 18. As a License Agreement, this Agreement is not subject to the requirements of Washington's Landlord Tenant Act. See RCW 59.18.040.
- B. In exchange for the right to be assigned and occupy space within College Housing, the Resident is obligated to pay the fees and costs outlined in this Agreement and comply with all the terms and conditions of the Agreement. This Agreement covers all Residential and Dining Services' areas and specifically the Unit (bedroom, or apartment/suite) to which a Resident is assigned and the building and common spaces in which the Unit is located.
- C. The Resident agrees to abide by all Federal laws; State of Washington laws; Thurston County laws, ordinances and regulations; and to be bound to the terms and conditions of this Agreement, all College regulations and policies, as they exist now or may later be amended, including but not limited to the Code of Student Rights and Responsibilities, and Residential and Dining Services Policy, all of which are incorporated by reference and made a part of this Agreement.
- D. The College prohibits discrimination as outlined in the College's Non-Discrimination Policy and Procedure found at www.evergreen.edu/policy/nondiscriminationpolicyandprocedure
- E. Important information will be sent to the Resident's @evergreen.edu email address. The Resident is responsible for checking their @evergreen.edu regularly and staying aware of information such as billing deadlines, community expectations, and Housing closures.
- F. The College will use the Resident's primary cell number to send important Housing-related text messages including but not limited to use by the emergency alert system. More information can be found at www.evergreen.edu/emergencyresponse.
- G. The College will release the Resident's name and email address to their assigned Roommate or Suitemates.
- H. The College assumes no responsibility for loss or damage to any Resident's personal property from any cause. The College strongly recommends Residents obtain insurance coverage by purchasing a renter's insurance policy or verify that coverage is available under their family's homeowner's insurance policy.
- I. The Resident is responsible for any keys issued. Keys may not be duplicated or altered. A lock change is required for lost or missing keys at a charge of \$100 per lock; lock changes on mailboxes are charged at \$30 per change.

2. ELIGIBILITY

- A. Extended Summer through Fall residents must have a completed 2022-23 housing application and be eligible to register for Fall 2022 classes.
- B. Residents signed up for the Spring through Summer quarter term, Summer Quarter to Fall Start term or for the Summer Quarter term must be registered for summer classes.
- C. Residents must be at least 17 years of age at the time of check-in.
- D. Residents must be able to perform their own independent tasks or provide an attendant to assist them. They are responsible for their own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. They are expected to utilize the various resources available to provide care for themselves. Residents with the inability or perceived inability to care for themselves and/or who cause harm to themselves, or others may be asked to adhere to an action plan and/or leave College Housing.
- E. Residents must disclose any details related to current supervision or other active restrictions as mandated by a court decision or on-going legal investigation during the application process. The College will review the information provided and associated circumstances to determine on a case-by-case basis whether the Resident's application to live in Housing will be accepted and may specify under what conditions the application will be accepted.
- F. Any incomplete, inaccurate, or false statements or misrepresentations by an applicant in the Housing Application or the Agreement may lead to denial of housing and may be considered a breach of Agreement and a basis for termination of the Agreement.

3. AGREEMENT PERIOD CHECK IN DATES

A. The duration of this Agreement and the charges outlined in this Agreement are listed below for the entire summer session or for the summer academic session until fall opening.

B. Check in dates covered by this Agreement are:

Terms	Dates and Rates
<p>Extended Summer to Fall Start For students who are spring and fall housing residents providing a place to live for the extended summer period.</p>	<p>Start of Agreement: Wednesday June 8, 2022</p> <p>End of Summer Agreement: Thursday September 22, 2022 (transition to 2022-2023 Academic Year Agreement)</p> <p>Cost: \$3,710</p>
<p>Spring through Summer Quarter For students who are spring housing residents who intend to graduate and are registered for summer classes.</p>	<p>Start of Agreement: Wednesday June 8, 2022</p> <p>Check out: Friday September 2, 2022</p> <p>Cost: \$3,010</p>
<p>Summer Quarter to Fall Start For new housing residents who are enrolled in summer classes and will be fall housing residents.</p>	<p>Check in: Friday, June 17, 2022</p> <p>End of Summer Agreement: Thursday September 22, 2022 (transition to 2022-2023 Academic Year Agreement)</p> <p>Cost: \$3,395</p>
<p>Summer Quarter Only For new housing residents who are enrolled summer students and plan to live on campus for summer quarter only.</p>	<p>Check in: Friday, June 17, 2022</p> <p>Check out: Friday, September 2, 2022</p> <p>Cost: \$2,695</p>

C. Any request to check in more than three days after the Resident’s assigned check in date must be submitted in advance to Residential and Dining Services at rad@evergreen.edu.

D. If the Resident is assigned to a Room after the Agreement Period begins, the Agreement will begin once signed. The Resident’s check in date will be provided with room assignment information.

4. Housing Required Summer Moves

- A. Any spring resident that applies for summer housing may need to move from their spring housing assignment to interim housing between June 1st and June 8th. And move again into their permanent summer housing assignment between June 17th and June 19th. Information about this move will be emailed to students. Failure to move on this timeline will result in a late check out fee, a per diem rate for having two rental spaces, a lock change fee and a fee for packing and impounding belongings.
- B. Summer Residents who are not living in their fall housing assignments over the summer will need to move to their fall assignments around September 2. Information about this move will be emailed to students. Failure to move on this timeline will result in a late check out fee, a per diem rate for having two rental spaces, a lock change fee and a fee for packing and impounding belongings.

5. DINING PLAN REQUIREMENTS

- A. All Residents are required to purchase at least a Thrifty \$300 meal plan for 2022 Summer.
- B. Meal plan funds may be used in any Evergreen Dining Services venue.
- C. Meal plans work like a debit card using your Student ID card, with the quarterly allotment deposited into the meal plan at the beginning of each quarter on the dates shown below:

Quarter	Dining Funds Available for Use
Summer	11 am on Friday June 17, 2022

- D. Meal plan funds are nonrefundable and nontransferable to any account including my Evergreen Student Account.
- E. The Evergreen State College will provide dining service from the first day of the quarter through the morning on the last day of the academic quarter. During academic breaks there will be limited or no service in the dining facilities.
- F. Students can add dining bucks to a meal plan at any time during the agreement by ordering online at www.evergreen.edu/dining. Add-on dining bucks will expire at the end of summer quarter, September 2, 2022.
- G. Payment in full for the cost of each quarter's meal plan is due by the Friday of week 1 of the summer academic quarter June 24, 2022.
- H. Meal plans will be billed to student accounts before the beginning of summer quarter.
- I. If the Resident officially checks out of the residence halls due to a withdrawal, leave of absence, or is exempted from the meal plan through the petition process, the Meal Plan will automatically be cancelled. Failure to properly check out of the residence halls will result in additional charges.
- J. There is a \$25 fee for replacing lost or missing Student ID/Meal Cards for all Residents.

6. ALTERATIONS, DAMAGE, AND CLEANLINESS

- A. The Resident must keep their assigned Unit clean and advise Residential and Dining Services staff of any necessary repairs.
- B. The Resident is responsible for the costs and expenses resulting from damage to a Unit, or building, including college equipment or furniture, by the Resident or their guests.
- C. The Resident is also responsible for the cost of additional cleaning required to return their Unit to its pre-occupancy state.
- D. The Resident will receive a room inventory form at check in. If there are existing damage or cleanliness issues at the time of check in, the resident must follow the instructions on the form to notify Residential and Dining Services within 48 hours of check in to avoid being billed for any pre-existing damages.
- E. Any alterations, modification or additions to the Unit are prohibited. Additional locks, structural additions of any kind, removal of fixtures, moving common area furniture into private spaces, or painting are prohibited. All repairs, including painting, must be completed by Residential and Dining Services staff.

7. SERVICES PROVIDED

- A. All Units are furnished and include utilities (water, heat, electricity, garbage) and Internet access.
- B. The College has the right to temporarily interrupt such utilities (due to accidents, emergencies, repairs, alterations, or improvements) when, in the judgment of the College, it necessary or desirable to do so.
- C. Interruption of these services may also occur due to conditions beyond the College's control.
- D. The Resident will not claim or be entitled to diminution or abatement of rent or other compensation for any such interruption. Nor will this Agreement or any part of the obligation to the Resident hereunder be affected or reduced by such interruption or curtailment of these services.

8. REDUCED OCCUPANCY

- A. The College reserves the right to reassign any Resident to another Unit at any time in the event the College deems the reassignment necessary and reasonable based on its assessment of the circumstances. Reassignment decisions fall within the discretion of the College. Examples of instances in which reassignment may occur include, but are not limited to, when determined to be in the interests of one or more Resident's welfare; in response to violations of Housing Policy or the Student Code of Rights & Responsibilities; to accommodate facility operations or repair; and/or to accommodate students with disabilities.
- B. The College reserves the right to reassign any Resident to another Unit at any time in order to make the most efficient and effective use of Housing facilities. For example, Residential and Dining Services may consolidate one Unit, or more, when a Unit is 75% or less occupied.
- C. If a Resident's suite mate leaves the apartment, the remaining Resident(s) may be assigned a new suite mate to occupy the vacant bedroom at any time.
- D. If a Resident(s) does not maintain the apartment in such a way that a new Resident can move into the apartment, the Resident(s) may be charged for cleaning services or charged rent for the empty bedroom that cannot be rented.

9. TERMINATION, BREACH OF AGREEMENT, STUDENT WITHDRAWAL, AGREEMENT BREAK

- A. The College may refuse to renew or revoke this Agreement upon the following conditions:
1. Administrative necessity of the College;
 2. Loss of eligibility as defined in this Agreement under the Eligibility section above;
 3. Failure of the Resident to maintain status as a student at the College for the Fall quarter;
 4. Resident's failure to comply with any term or condition of this Agreement;
 5. Resident's participation in activities or conduct that damage or deface Housing facilities or surrounding areas;
 6. Resident's continued presence in Housing or surrounding areas is determined to be an unreasonable risk to Resident or others in the College community;
 7. A Resident is subject to a conduct hold on their student registration or is no longer able to reside in Housing as a result of a final decision rendered under the Student Code of Rights and Responsibilities.
 8. Resident's failure to pay or history of failure to pay for all costs associated with this Agreement.
- B. Termination of the Agreement will not relieve the Resident of their liabilities and obligations under this Agreement including charges for the Unit and meal plan, cancellation fees, agreement break fees or obligations, and any other charges incurred before or after termination. The Resident will receive written notification electronically sent to their student email account, which will provide a date by which they must vacate Housing. In the case of a serious violation, or a reasonable belief that a threat exists, the Resident may be required to vacate within 24 hours or sooner.
- C. This Agreement is considered to have been broken or breached by a Resident who moves out without an approved Housing Agreement Release form and/or is removed or required to leave for any of the above listed reasons. A Resident who has broken the Agreement **is obligated to pay the full rental rate for the summer term of their agreement.**
- D. A Resident who has a cancelled housing agreement for 2022-23 before September 2, will be required to move out of summer housing by 12 noon on Friday September 2, 2022 and will be considered to have broken the remainder of their summer housing agreement.
- E. Residents may seek an Agreement Release by filing a Housing Agreement Release form found at www.evergreen.edu/sites/default/files/AgreementRelease.pdf . Housing Agreement Releases must be approved by the Director of Residential and Dining Services, or their designee. Housing Agreement Releases for the summer terms are typically granted for the following reason:
1. Medical Release. A medical release is considered a reasonable accommodation and must be proposed by Access Services as such. Access Services will need to collect medical information and possibly consult with your health care provider explaining why the medical condition requires the Resident to be released from their housing Lease Agreement. The College requires thirty (30) days from receipt of notification from Access Services to accommodate the Resident's specific medical needs before considering a Housing Agreement Release.
- F. If a Housing Agreement Release is approved, the Resident will be billed for the number of days the Unit was occupied prior to check-out, with the following limitations: If the Resident checks-out within 30 days of the end of the summer agreement dates, they are obligated to pay rent for the entire summer agreement.

11. PAYMENTS

- A. The Evergreen State College Board of Trustees annually approves housing rental rates which may be found at www.evergreen.edu/housing/rates and are incorporated herein by reference.
- B. Meal plan descriptions and rates can be found online at www.evergreen.edu/dining/plans and are incorporated herein by reference.
- C. All Residents reserving a room are required to pay (or if eligible, defer their payment of) a Housing Application Fee and a Housing Facilities and Maintenance Fee at the time this Agreement is signed in order to secure a Unit assignment. These fees are nonrefundable. Exceptions to this non-refund policy will only be made for documented medical reasons approved by the Director of Residential and Dining Services, or their designee.
- D. Charges for rooms will be assessed based on the Resident's Agreement terms. Residents who are allowed to move in prior to their Agreement start date will be billed at a prorated daily rate for the additional days of occupancy. Adjustment in billing will not be made for Residents who move in after the beginning of their Agreement; however Residents who receive a room assignment after the standard check in date will only be responsible for rent from the date of their assignment.
- E. Rent is billed quarterly and due in full at the same time, quarterly tuition is due. Rent is paid online at www.evergreen.edu/financialservices/payments or at the Cashier's Office. Rent paid with grants, loans, scholarships, or other financial aid and/or earnings from the College, is due upon receipt of the aforementioned funds. If unable to pay rent in full, the Resident must contact the Residential and Dining Services Office prior to the due date to arrange a payment plan to meet the financial obligations.
- F. A late fee of \$50 is assessed for all Housing charges that are past due on the tenth (10th) day of the quarter; Residents who are waiting for financial aid to arrive may set up a payment plan in advance of the tenth (10th) day of the quarter. An additional late fee of \$75 will be assessed for all Housing charges that are past due on the thirtieth (30th) day of the quarter. Residents awaiting the receipt of financial aid or College earnings and who are unable to timely pay rent will be subject to the late fee set forth herein. Residents who have not met the deadline by paying their rent in full, setting up a payment plan, or communicating with Residential and Dining Services in advance about their plan to pay, may be subject to the loss of certain housing-related services or privileges, and/or eviction.
- G. Unpaid rent and collections. The Resident agrees to pay the reasonable cost and expenses of collection of any outstanding debt, incurred under this agreement, including the collection agency fee and reasonable attorney's fees, in the event the College is required to place any outstanding account, debt or claim with a collection agency and/or utilize the assistance of legal counsel to collect on the account, debt or claim arising from this agreement. In addition, the Resident's transcript and records will be held until the debt is resolved.
- H. Financial appeals. Housing charges may be appealed by filing a Financial Appeal Application; appeal deadlines and the Application may be found at www.evergreen.edu/housing/procedures. Appeals are reviewed and determined by the Director of Residential and Dining Services, or their designee.

12. CANCELLATION PRIOR TO OCCUPANCY

- A. The Resident may cancel their housing application and Agreement before they check in. If they wish to cancel this Agreement after check in, they may do so as described in Section 10.
- B. If the Resident wishes to cancel their housing Agreement, they must submit a cancellation notice at www.evergreen.edu/housing/cancel
- C. Except as stated in Section D, a cancellation charge as shown in the table below will be assessed regardless of the Resident’s reason for cancelling their housing application including, but not limited to, being assigned to a room that does not meet their preferences or finding different housing accommodations.

Summer Bookings cancellation deadlines and charges	
Deadline	Charge
On or before May 15, 2022	\$0
On or after May 16, 2022 and before assigned move in date	\$15/day for each day after May 15
On or after assigned move in date	\$600

- D. The Resident will not be assessed a cancellation charge if
 - 1. They submit their cancellation within 48 hours of signing the housing agreement.
- E. The Agreement is deemed automatically cancelled if the Resident fails to check in and receive keys for a Unit within three days of their scheduled check in, unless they have made prior arrangements with the Housing office for a late check in. As provided for herein, the College will assess a \$600 cancellation charge in the event of an automatic cancellation.

13. CHECK-OUT INFORMATION

- A. Residents must check out when they vacate their Unit and return any keys. They do so by following the check-out process outlined online at www.evergreen.edu/housing/checkout.
- B. If a Resident does not check out properly by following the check-out process indicated above, they will be charged an improper check-out fee of \$100. Failure to check-out by the end of the Agreement will result in a \$300 late check-out fee.
- C. Residents who do not have an approved Late Check Out Request must check-out before 12:00 noon on their term check out date (see Section 3) to avoid a \$300 late check-out fee.

14. PUBLIC HEALTH INFORMATION

- A. Each member of the Evergreen community, including Residents, has an individual responsibility to help prevent the spread of COVID-19 and comply with policies, procedures, and safeguards that are implemented to minimize the potential spread of disease, COVID-19 or otherwise, within our community.
- B. Programs and services will be modified due to COVID-19 and other public health concerns to provide a positive student experience while protecting the health and safety of our residents and minimizing the potential spread of disease within our community.
- C. Housing community members—residents, staff, and visitors—are expected to act in a manner that demonstrates respect and consideration for those around them including respect and consideration for the health and safety of all community members. All residents are prohibited from behavior that would create a health or safety hazard within Housing, and the College may request or require a resident to leave Housing if their continued presence in the housing community poses a health or safety risk for community members.
- D. Residents are required to comply with health and safety laws, orders, ordinances, regulations, and health and safety guidance adopted by the College or Residential and Dining Services as it relates to public health concerns, including COVID-19. The requirements guidance will evolve as the public health concern evolves and may include, but is not limited to, social and physical distancing, limitations on gatherings, wearing a face covering, taking required trainings, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into Housing, and quarantine/isolation requirements (including before or upon arrival to campus). The health and safety requirements apply to all residents, staff and visitors and extends to all areas of Housing, including Rooms, Apartments, bathrooms, community kitchens, lounges, study rooms, courtyards, Common Areas, dining facilities and other communal spaces.
- E. Residents are required to comply with requests from the College to leave their assigned space due to COVID-19 or other public health concerns, and failure to do so is a violation of this Agreement and may subject a resident to emergency removal from their assigned space. Not all Housing residential Rooms or buildings are appropriate for public health situations requiring self-quarantine or self-isolation. In those situations where a resident is recommended to self-quarantine or self-isolate, residents may not be permitted to continue residing in their residential space, and the College will attempt to provide alternative housing arrangements, as needed. Removal from Housing to isolate or quarantine does not constitute a termination of a Resident’s housing agreement.
- F. Residents are required to comply with all immunization and vaccination requirements adopted by the College, including the current Measles Immunity Requirement (www.evergreen.edu/health/measles-immunityrequirement), the current COVID-19 vaccination requirement (sites.evergreen.edu/covid19) and any future immunization and vaccination requirements adopted by the College or Residential and Dining Services as it relates to public health concerns, including vaccination against COVID-19. The College encourages everyone to stay up to date with vaccines and receive a booster for COVID-19 before coming on campus. While the COVID-19 vaccination requirement does not require boosters as of March 2022, the potential for a future mandate is under review and may be imposed as a requirement for living in campus Housing.

- G. Residents are required to comply with any consolidation efforts needed on campus due to COVID-19 or other public health concerns, including, but not limited to, the relocation of all or some residents to alternative housing. Relocation does not constitute a Termination of a resident's housing agreement. In the event The College must relocate residents as part of a consolidation strategy due to public health concerns for an extended period of time and alternative housing is not available, the College will offer impacted residents a new assignment at the same rate as their current room.
- H. Dining service, including where and how it will be offered to residents, is subject to the discretion of the College and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the College, the College may limit the occupancy of dining areas, limit the amount of time students and other customers may reside within campus dining areas, or make other operational adjustments needed to address health and safety concerns.
- I. The College will continue to implement and modify its cleaning protocols to address COVID-19 or other public health concerns in the interest of minimizing the spread of disease. The College will educate and inform residents on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within Evergreen Housing.
- J. If the College announces an alteration in the manner in which classes are delivered after the Agreement is signed and before the Agreement Period starts, the College will provide an extended Cancellation deadline to allow applicants a reasonable amount of time to evaluate their on-campus housing needs. Any Cancellation deadline extension for the Agreement will be announced within a week of such an announcement by the College.
- K. As outlined in the Emergency Closures section of the Agreement, The College reserves the right to Terminate housing agreements due to public health concerns, including COVID-19. In the event the College terminates a housing agreement due to public health concerns, the College will offer fair and reasonable reimbursement for impacted residents as appropriate and based on information available at that time. Termination charges will remain in effect and refunds will not be given as long as the College continues to provide on campus housing and dining, even if the College alters the manner in which classes are delivered during the Agreement Period.