



The Evergreen State College

STUDENT HOUSING LICENSE AGREEMENT 2020-2021 ACADEMIC YEAR

1. GENERAL PROVISIONS

- A. This 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 occupy and be assigned space within College Housing, the Resident is obligated to pay the fees and costs outlined in this Agreement and comply with all of 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 \$75 per lock; lock changes on mailboxes are charged at \$20 per change.

2. ELIGIBILITY

- A. Residents must be enrolled students of the College.
- B. Residents must be at least 17 years of age at the time of check in.
- C. 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.
- D. Residents who have been convicted, pled guilty or pled no contest to a crime other than a minor traffic violation must disclose details and provide information as requested during the housing application process. The College will review the circumstances of the crime and determine on a case by case basis whether the Resident’s application to live in Evergreen Housing will be accepted and may specify under what conditions the application will be accepted.
- E. 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 AND CHECK IN DATES

- A. The duration of this Agreement and the charges outlined in this Agreement are for the period of the Resident’s housing assignment for the 2020-2021 Academic Year (September 2020, through 5pm on Wednesday June 9, 2021).
- B. Check in dates and times for each quarter covered by this Agreement are:

Quarter	Check in Date The Resident’s check in date and specific check in appointment time will be provided with room assignment information.
Fall Quarter	Pre Orientation Program Participants: Friday September 18, 2020 New Student Orientation Participants: Thursday September 24, 2020 Returning Housing Residents: Friday September 25, 2020
Winter Quarter	Saturday January 2, 2021
Spring Quarter	Friday March 26, 2021

- 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.
- E. Residents who require housing over winter break must register for Winter Break Housing using the Winter Break Housing Registration Form. Limited services and resources are available on campus during winter break from Friday December 18, 2020 to Sunday January 3, 2021.
- F. Residents who are graduating or have an approved academic purpose or are required to work on campus in June should submit a Late Check Out Request Form by June 2, 2021 to stay past residential closing at 5:00 pm on Wednesday, June 9, 2021. Residents with approved late check out may be extended on a case-by-case basis, to remain in housing until no later than Saturday June 12, 2021 at 10 am.

4. EARLY ARRIVAL HOUSING

- A. The Resident may request to move in early if they have a College-approved requirement to be on campus prior to formal Check in (e.g., international student orientation, athletics, Evergreen staff) for fall quarter.
- B. The Resident must request and pay for early arrival housing separate from the 2020-2021 Academic Year application and payment.
- C. Residential and Dining Services will notify the Resident via their Evergreen email address as to whether or not their early arrival housing request is approved.
- D. If the Resident is assigned for early arrival housing, they agree to pay for early arrival housing.
- E. If the Resident's early arrival request is approved, they may be assigned to a temporary space for some or all of the early arrival period and must comply with Room Change instructions and deadlines sent by Residential and Dining Services to their Evergreen email address.
- F. If the Resident is approved for early arrival housing and check in before the Agreement Period begins, the provisions of this Agreement begin on the date of check in.
- G. If the Resident cancels their 2020-2021 housing application after checking in to their early arrival housing assignment but before the quarter begins, they will be subject to Cancellation charges per this Agreement.

5. DINING PLAN REQUIREMENTS

- A. All Residents are required to purchase a meal plan for the entire academic year. Meal plan requirements are based on where they live and if they have lived on campus before:
 - a. New Residents are required to purchase at least a Weekly 10 meal plan (\$1,319 fall quarter, \$1,216 winter quarter, \$1,216 spring quarter).
 - b. Returning Residents are required to purchase at least a Thrifty 250 meal plan (\$250 fall quarter, \$250 winter quarter, \$250 spring quarter).

- B. Meal plan funds may be used in any Evergreen Dining Services venue except the Flaming Eggplant Cafe.
- 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
Fall Quarter	8 am on Thursday September 24, 2020
Winter Quarter	5 pm on Sunday January 3, 2021
Spring Quarter	5 pm on Sunday March 28, 2021

- 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 each academic quarter. During Thanksgiving Break, Winter Break and Spring Break there will be limited or no service in the dining facilities.
- F. The meal plan selected will continue for each quarter through the end of this Agreement Period unless changed it at www.evergreen.edu/dining/meal-plan-change.
- G. If a Resident wishes to change their meal plan, they must make the change by the following dates each quarter:

Quarter	Deadline to change meal plan
Fall Quarter	8 am on Monday September 7, 2020
Winter Quarter	8 am on Monday December 14, 2020
Spring Quarter	8 am on Monday March 15, 2021

- H. Meal Plan declining balance dollars, including the Flex Plan, (not add-on declining balance dollars) and Guest Passes expire at the close of business on the last Friday of the quarter in which they were issued.
- I. The Add-on declining balance dollars offered at the beginning of each quarter will carry forward each quarter until the end of the academic year, June 11, 2021.
- J. Students can add declining balance dollars to a meal plan at any time during the agreement by ordering online at www.evergreen.edu/dining. Add-on declining balance dollars carries forward from quarter to quarter, but will expire at the end of the academic year, June 11, 2021.
- K. Payment in full for the cost of each quarter’s meal plan is due by the Friday of week 1 each quarter.
- L. Meal plans will be billed to student accounts before the beginning of each quarter, Fall, Winter, and Spring.

- M. 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.
- N. 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 be sent a Room Inventory Form in the first five business days after check in with which the Resident may document the existing condition of the Unit; the Room Inventory Form must be turned in within seven business days of its receipt.

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. If a Resident's roommate leaves, the remaining Resident may be assigned a new Resident roommate to occupy the vacant bed at any time.
- B. If a Resident does not maintain the Unit in such a way that a new Resident roommate can move in, the Resident may be charged for use of the additional space.
- C. The remaining Resident may be offered the option to pay for the additional bed as an alternative.

9. REASSIGNMENT

- A. The College reserves the right to reassign any Resident to another Unit at any time in the event such a reassignment is deemed necessary and is reasonable based on its assessment of the circumstances. This includes, but is not limited to the welfare of Residents; violations of Housing Policy or the Student Code of Rights & Responsibilities; to accommodate facilities' operations or repair; 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 a Unit when the Unit is 50% or less occupied.

10. TERMINATION, BREACH OF AGREEMENT, STUDENT WITHDRAWAL

- 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;
 - 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. 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. A Resident who moves out without an approved Housing Agreement Release form and/or is evicted by the College will be considered to have broken the Agreement. A Resident who has broken the Agreement is obligated to pay the full rental rate for the current quarter plus a charge for not honoring the remainder of the Agreement. For the purposes of termination of this agreement, winter quarter begins when fall quarter ends at 12 noon December 18, 2020, and spring quarter begins when winter quarter ends at 12 noon on March 20, 2021.

Agreement break charges	
Deadline for submitting Agreement Release Form and vacating space (check out time)	Charge
Before 12 noon December 18, 2020	\$700 (in addition to Fall Quarter Rent)
12:01 pm December 18, 2021 to 12 noon March 20, 2021	\$350 (in addition to Winter Quarter Rent)
12:01 pm March 20, 2021 to 5pm June 9, 2021	\$0 (in addition to Spring Quarter Rent)

- D. 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 are typically granted for the following reasons:
1. Academic Internship, Study Abroad, or an Individual Learning Agreement which requires the Resident to live outside Thurston County for a period of 30 consecutive days or more during an academic quarter.
 2. Change of academic status with the College such as Academic Leave of Absence, Academic Withdrawal or Graduation.
 3. 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 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.
- E. 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 academic quarter, they are obligated to pay rent for the entire quarter. If the Resident checks-out after 12:00 noon on the last day of a quarter and before the 30th day of the following quarter, they will be charged a \$300 late check-out fee, in addition to the per diem cost of their Unit.

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 Unit 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 Units will be assessed based on the Resident's assigned Unit and 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 Unit 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.

Academic Year: Fall-Spring Bookings cancellation deadlines and charges	
Deadline	Charge
On or before July 31, 2020	\$0
August 1 -15, 2020	\$100
August 16-31, 2020	\$200
On or after September 1, 2020 and before assigned move in date	\$200 + \$15/day for each day in September
On or after assigned move in date	\$600

Winter-Spring Bookings cancellation deadlines and charges	
Deadline	Charge
On or before November 30, 2020	\$0
On or after December 1 and before assigned move in date	\$15/day for each day in December and January
On or after assigned move in date	\$600

Spring Bookings cancellation deadlines and charges	
Deadline	Charge
On or before February 28, 2021	\$0
On or after March 1, 2021 and before assigned move in date	\$15/day for each day in March and April
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.
 2. They do not attend Evergreen the quarter of their scheduled check in. However, if they withdraw or take a leave of absence from Evergreen, cancel housing, then re-enroll and attend Evergreen the quarter of the originally scheduled check in, they will be assessed cancellation charges.
- 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. In the spring quarter, failure to check-out by the end of the Agreement will result in a \$300 late check-out fee.
- C. Residents must check-out before 12 noon on the Friday of Evaluation week of Fall (December 18, 2020) and Winter Quarter (March 19, 2021) to avoid being charged for the full cost of the following quarter, as well as additional charges and/or penalties.
- D. Residents who do not have an approved Late Check Out Request Form must check-out before Wednesday, June 9, 2021 at 5:00 pm to avoid a late check out fee.

The Evergreen State College

Addendum to Student Housing License Agreement 2020-21 Academic Year COVID-19 RELEASE, WAIVER and INDEMINITY AGREEMENT

This document is an Addendum to the The Evergreen State College (TESC) Student Housing License Agreement, executed by me, which remains in full force and effect.

Covid-19 is highly contagious and is spread by coming into personal contact with others or using shared facilities and equipment. Individuals living, working, or accessing student housing or dining services may be unknowingly carrying the disease and capable of infecting others without experiencing any symptoms.

Covid-19 is described by the Centers for Disease Control (CDC) as a mild to very severe respiratory illness that can result in hospitalization, respiratory or organ failure, exacerbation of underlying health conditions such as diabetes or heart or lung disease, and death. The risks of exposure can also include, but are not limited to, quarantine, social isolation and stress, medical and other expenses, loss of work and income, restricted access to belongings, closure of residential living units, disruption of living circumstances, incurred moving expenses, disruption of educational studies, and/or other education or financial impacts that may not be foreseeable. For information about covid-19, including symptoms and prevention, visit the CDC website at .

1. I acknowledge that I have voluntarily chosen to live in student housing at The Evergreen State College (student housing), which is a group living environment where I will be living in a single private bedroom in an apartment sharing common spaces (kitchen, living room, and bathroom) with other people, and that residing in student housing may involve foreseeable as well as unforeseeable risks to my health or safety (including death), or the health and safety of others, as a result of the worldwide spread of the novel coronavirus known as COVID-19. I further acknowledge that due to circumstances beyond my control or that of TESC, my living circumstances could be disrupted, interrupted, or the campus or residential living units could be closed unexpectedly during the school year. I accept all responsibility for any and all impacts that may result from such circumstances.

2. I agree to comply with all requests, rules and guidelines of the Code of Student Rights and Responsibilities and Residential and Dining Services policies and procedures. I understand and agree that it is my responsibility to follow TESC guidelines or directives relating to COVID-19 prevention on campus and in residential living, as well as any guidelines or directive imposed by law, relating to social distancing, proper hygiene and handwashing practices, and the use of personal protective equipment (PPE) such as face coverings and eye protection. I understand and agree that I am solely responsible for determining whether to reside on campus and fulfilling my obligations under governing guidance and directives, as well as for notifying Residential Living staff of any medical or other health condition that would limit my ability to participate safely. I understand and agree that TESC and its staff cannot and has not promised to guarantee or insure my health or safety. I understand that it is my responsibility to obtain any appropriate insurance coverage and to pay any medical or other expenses relating to my health care, including my potential exposure to or contraction of COVID-19.
3. TESC reserves the right to make changes in room assignments as necessary due to the pandemic and I consent and agree to any such change that TESC deems necessary. This includes being temporarily assigned and moved to a new quarantine or isolation space, and being assigned roommates to share the common areas of my apartment.
4. ***Assumption of Risk: I acknowledge that by continuing to reside in the TESC Student Housing during the pandemic, I may likely be exposed to risks that may result in my illness, personal injury or death and I understand and I accept all risk to my health that may result, and that the TESC cannot control these risks. I understand that TESC is not responsible for any medical expenses associated with any property or personal injury I may sustain.***