



# Housing Agreement

## DigiPen Housing and Residence Life 2023-2024 Summer 2023 Housing

**DigiPen Housing LLC**

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## Section 1: Term Information

### 1-A: Agreement Term Dates

	Date/Time
<b>Application Cancellation Refund Deadline</b>	04/07/2023, 12am (PST)
<b>DSS Accommodation Deadline</b>	03/31/2023, 12am (PST)
<b>Agreement Term Start</b>	04/23/2023
<b>Move In Day</b>	May vary (04/23/2023-04/27/2023)
<b>Agreement Term End</b>	08/12/2023
<b>Move Out Day</b>	08/12/2023, 10am-5pm (PST)

### 1-B: Payments and Fee Schedule

	Description	Charge Amount Term Room Rate	Payment Deadline
<b>Housing Deposit</b>	Required for application completion, is held for Agreement Term	\$300.00	03/31/2023
<b>Room Charge</b>	Single Room	\$6,400.00	04/24/2023
	Double Room / DSS Single-Room Accommodation	\$3,200.00	
	Triple Room	\$3,050.00	

### 1-C: Application/Agreement Cancellation Charges

	Date	Charge Amount
<b>Application is cancelled on or before the “Application Cancellation Refund Deadline”</b>	04/07/2023	\$0.00
<b>Application is cancelled after the “Application Cancellation Refund Deadline”, and before “Agreement Term Start”</b>	04/08/2023-04/23/2023	Deposit Retained
<b>Applicant does not Cancel and does not Occupy 48hrs within Agreement Term Start.</b>	04/25/2023	Deposit Retained + 50% Term Room Charge

## 1-D: Early Agreement Termination Charges

	Date	Charge Amount
<b>Agreement Termination Move Out Date is less than, or halfway through <i>Agreement Term Period</i></b>	04/23/2023-06/18/2023	Deposited Retained + Daily Room Rate of Occupancy Period + 50% Term Room Rate Charge
<b>Agreement Termination Move Out Date is more than halfway through <i>Agreement Term Period</i></b>	06/19/2023-08/12/2023	Deposited Retained + 100% Term Room Rate Charge

## 1-E: Incidental Charges

	Amount	Description
<b>Application Cancellation</b>	\$0-\$300	See Section 1-C
<b>Improper Room Change</b>	\$100	See Section 7
<b>Utility &amp; Network Overages</b>	Charges may vary	See Section 6
<b>Network Equipment Damage/Tampering/Alteration</b>	Charges may vary	See Section 6
<b>Apartment Damages &amp; Cleanliness</b>	Charges may vary	See Section 16
<b>Failure to Comply</b>	\$50	Per instance that residents refuse to complete or block necessary work, inspection, cleaning, or other direction from DHL Staff/Property Ownership
<b>Removal/Disposal of Items</b>	Charges may vary	See Section 16
<b>Improper Move In/Out</b>	\$100	See Section 16
<b>Failure to Move Out</b>	\$50 per hour after published Term End/ Approved Move Out Date/Time	See Section 16
<b>Failure to Return Keys at Move Out</b>	\$250-\$350	Cost of Lock Change & \$50 per key not returned
<b>Early Termination of Agreement</b>	Charges may vary	See Section 12
<b>Replacement Key, Card, Fob, or Code</b>	\$50	Per replacement needed
<b>Lock Change</b>	\$200	If lost, damaged, or duplicated keys/locks necessitate for safety

## Section 2: General Provisions

1. This Student Housing Agreement ("Agreement") is entered into by and between DigiPen Housing LLC, also known as DigiPen Housing and Residence Life ("DHL") and me, a registered DigiPen Institute of Technology student ("Student"), in good standing, for the use and occupancy by Student of a DHL-assigned shared housing unit ("Unit"), as specified above, according to the terms specified below.
2. Student understands and agrees that the student is entering into this housing agreement for this entire Agreement Term (subject to early termination by DHL) and will be financially responsible for all payments as provided in this Agreement.
3. I agree to all terms and conditions of this Agreement and acknowledge this Agreement is binding once I electronically sign and submit it online.
4. This Agreement is entered into by and between DHL and me, a DIT student, for my use and occupancy of a Room on DHL Premises/Property according to the terms specified herein. This Agreement is a legal and binding document between DHL and me.
5. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. No amendment shall be valid unless it is in writing and signed by the parties.
6. If I am younger than 18 years of age at the time I sign the Agreement, my parent or legal guardian must also provide their signature.
7. DHL/DIT and I intend for this Agreement to constitute a license for the use of a Room and Common Areas in the DHL Premises/Property as assigned by DHL, and further intend that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate. The relationship created by this Agreement between DHL and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy are being provided incidental to the provision of educational services by DIT.
8. I may not transfer or assign this Agreement, or the right to occupy my assigned Room, or any other rights or benefits granted hereunder, to another person.
9. The information provided by me in my housing application is true, complete and accurate. If DHL or DIT determines that I have provided untrue, incomplete or inaccurate information, DHL/DIT will have a basis to declare me in breach of this Agreement, take disciplinary action against me, and/or require that I vacate my assigned DHL Room/Unit immediately.
10. All charges in this Agreement for the related service or action represent a reasonable approximation of DHL/DIT administrative costs, and I will be financially responsible for all payments as stated in this Agreement.
11. Violations of any policy instituted by DHL/DIT/Property, and included in this agreement shall be grounds for DHL to declare a Breach of Agreement. Breach of Agreement may result in, but is not limited to: disciplinary action under the Student Code of Conduct, termination of this Agreement, dismissal from DHL property, future ineligibility to reside in DHL property, collection of outstanding debt and recovery of collection agency fees.
12. DHL will not disclose information relating to my student record, housing account, application and assignment information as required by state and federal law, including but not limited to FERPA, except as stated. I may authorize the release of information via my Colleague Self-Service (CSS) Account.

13. I acknowledge that any updates to personal information, address, and/or emergency contacts made on the DigiPen Housing Portal/Application will not be reflected on Colleague Self Service (CSS), as it is a proprietary application managed by DigiPen Housing LLC.
14. I give consent for necessary information such as my Name, Chosen Name, School Email, and Vehicle Information, to be shared with the property owners that DHL partners with for property management purposes and assigned roommates.
15. If I am seeking accommodation for a disability, I must indicate my desire to start the **Disability Support Services** (DSS) accommodation process by selecting the option in the DigiPen Housing Application. To request housing accommodation, students must obtain and submit medical documentation regarding their disability and needs of the specific housing accommodation to the DSS office in accordance with the applicable deadlines of each Term. DHL cannot proceed with disability accommodation without direction from DSS.
16. I am required to adhere to vaccination requirements established by DHL, the University, and/or Public Health-Seattle & King County.
17. I must verify that I understand the inherent risk in living in congregate housing, notwithstanding health and safety measures, and that I am assuming such risk by signing this agreement.
18. This Agreement may be amended with a 30-day notice by the DHL/DIT during the term of this Agreement.

## Section 3: Eligibility

1. I represent and warrant that I am eligible to reside in DHL Property because I meet and will maintain for the Agreement Term all the following eligibility criteria and expectations:
  - a. I currently am or have been accepted as a student at DIT, and I will maintain my status as a registered ("matriculated") student. Non-Degree seeking students are not eligible for participation in DHL's Housing.
  - b. I am or will be at least 17 years of age at the time of the Agreement Term starts.
  - c. I have not been dismissed from any DHL/DIT Housing facility nor has DHL/DIT ever terminated my agreement, contract or lease, or filed an eviction or unlawful detainer action against me for any DHL Housing facility.
  - d. If at any time after I have submitted this Agreement I become ineligible under the eligibility criteria stated above to reside in DHL Property, I agree to inform DHL in writing at [housing@digipen.edu](mailto:housing@digipen.edu) of my ineligibility within 24 hours of becoming ineligible, and to vacate as described in this agreement within 72 hours of becoming ineligible, unless I am required to vacate earlier as described in this Agreement.
2. Criminal Offenses
  - e. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender; I must notify DHL in writing at [housing@digipen.edu](mailto:housing@digipen.edu) the time this Agreement is submitted and I acknowledge that the DHL/DIT has the discretion to determine whether my application to reside in DHL Property should be accepted, and to assign me to a particular Room deemed appropriate by DHL/DIT.

- f. If after submitting this Agreement and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender; I will inform DHL of my offense in writing at [housing@digipen.edu](mailto:housing@digipen.edu) within 24 hours. I further agree that I will provide DHL with all requested information regarding the event(s) at issue. DHL has the discretion to require that I vacate within 24 hours of said notification unless DHL provides me with written permission to remain in DHL Property. Even if I am given written permission to remain in DHL Property, DHL retains the ability to change that determination and require I vacate as additional information is obtained.
- g. I will provide DHL with any information it requests related to my offense(s) for DHL Property to decide of my eligibility to reside in DHL Property based on the best interests of DHL/DIT.

**3. Pregnant or Parenting Students**

- h. DHL does not currently offer a family housing option, and non-student dependents are not permitted to reside in DHL units.
- i. Students who are pregnant or become pregnant while living with DHL are eligible to remain residents throughout the duration of their pregnancy. Students who are pregnant or are planning to become pregnant while residing with DHL agree to inform DHL in writing at [housing@digipen.edu](mailto:housing@digipen.edu).
- j. Although pregnancy itself is not considered a medical disability, people experiencing pregnancy as a student in higher education are protected by law under the Americans with Disabilities Act of 1990, and Title IX of the United States Education Amendments Act of 1972.
- k. Disability Support Services (DSS) at DIT recognizes that medical, physical, or otherwise pregnancy-related issues, even if temporary or short-term, may arise that allow a pregnant student to access reasonable housing accommodations through the DSS Office at DIT. Accommodations are appropriate in the same manner we serve other students with disabilities residing with DHL.

## **Section 4: Community Responsibility & Standards**

- 1. I acknowledge that the Student Handbook and DHL Residence Life Handbook, and Student Code of Conduct applies to me not only when I am in the building in which my Room is assigned, but also while I am in any DHL premises, which includes, but is not limited to entry areas, hallways, parking areas, courtyards, grounds, stairwells, playfields or DIT campus. Furthermore, I acknowledge that I am responsible for the behavior of my guest(s).
- 2. I agree to abide by all regulations, policies and standards of DIT and DHL. Should my guest(s) or I fail to comply with the conduct regulations, policies and standards of the DIT and DHL including, DHL may take disciplinary action against me as detailed in the Student Handbook.

## Section 5: Alterations, Damage and Cleanliness

1. Within 48 hours, I will inspect and, if necessary, update the Room/Apartment Condition Form and submit it to DHL Staff. Any damage or missing items not declared on the Room/Apartment Condition Form will be my responsibility and will be charged to me when I Move Out.
2. I will report lost DHL-issued keys to DHL Staff immediately. If, after 24 hours, I have not demonstrated to DHL staff that I have located my keys, any affected locks will be changed at my expense. I may be assessed a lock change charge in order to secure my Room, plus an additional charge for each unreturned key, fob, card, or code. A list of incidental housing charges can be found in Section 1-E of this document.
3. I will keep my Room and Common Areas clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in designated collection sites. I will be responsible for any charges that result from my failure to keep my Room or Common Areas clean, orderly and in good condition. I may be charged for failure to comply with directions from DHL Staff.
4. If I am assigned to a Room with a private or semiprivate bathroom, I will cooperate with my Roommate to care for and maintain the bathroom, including providing cleaning supplies.
5. I will not make any repairs or alterations to any DHL or community premises. If repairs are required, I must submit a maintenance request - see DHL Resident Handbook for reporting expectations.
6. If I or any guest of mine damages any DHL or Community property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by DHL.
7. If any damage occurs in the Common Areas and/or shared areas of my Room and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by DHL will be divided equally among me and my Roommates.

## Section 6: Utilities and Provided Network

1. The Agreement Term cost includes electricity, internet, water, sewer and garbage services. A temporary failure in utility service is not a breach of this Agreement by DHL.
2. DHL reserves the right to charge additional amounts to the Resident(s) assigned to any Unit (jointly and severally) when the costs of any one or more of those utility services used in connection with the Unit during any billing period exceed reasonable, ordinary, and customary usage. Reasonable, ordinary, and customary utilities are determined by DHL and DIT Accounting.
3. If within reason, residents will receive a warning for their first overage. Residents will be charged automatically for each time they are over reasonable, ordinary, and customary usage for the following months.
4. Each unit is provided with Internet access, and is equipped with router, cables, or electronics to provide said access. Residents are prohibited from damaging, removing, altering, or otherwise tampering with provided equipment. Residents may be charged at cost for services required to restore service, if interruption or damage is attributed to resident action.
5. Residents are provided with login credentials & network name that may not be altered. Residents are prohibited from sharing their login credentials with anyone not assigned to their unit.
6. As a condition of utilizing internet and cable TV services, Resident agrees to adhere to Comcast policies including the Xfinity Privacy Policy, Acceptable Use Policy for Xfinity Internet



(<https://www.xfinity.com/policies>), and Web Services Terms of Service (<https://my.xfinity.com/terms/web>) which are available online and incorporated as part of this Agreement by this reference and which may be amended from time to time during the Agreement Term.

## Section 7: Assignment and Reassignment

1. Submission of a housing application or Agreement does not guarantee me a Room in DHL Housing.
2. Based on my assignment priority, I will be assigned to any available Room on DHL premises regardless of rate including, but not limited to, a triple room, apartment or temporary housing space.
3. I may be assigned to any available Room regardless of assignment preferences expressed by me including, but not limited to, Room type, Living Learning Community and Roommate request.
4. DHL reserves the right to reassign me to a different Room at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents, a violation of DHL/DIT policy, to accommodate facility operations or repair, to accommodate students with disabilities, to use available space more efficiently, or to further the best interests of DHL and/or its community. I may be required to move with a 48-hour notice.
5. If a space is available in my Room, I may be assigned a Roommate without prior notification.
6. If a space is available in my Room, I will keep the available space clean and accessible. If I fail to do so, I will be charged a pro-rated daily Room rate for both the unavailable space and my assigned space until the space is clean and accessible, and I may be subject to disciplinary action.
7. If a space is available in my Room I and my roommates are additionally responsible for keeping the Common Areas of the Unit in a acceptable condition for possible roommate assignment at the discretion of DHL staff.
8. I may only make a Room Change with prior written approval by an authorized DHL staff member. I will be required to pay the Room rate for the new Room effective the date my Room Change begins. I must return my originally assigned keys to the location designated by DHL by my Room Change deadline. If my keys are not returned by the deadline, I will be assessed the daily rate for both Rooms until the keys to my originally assigned Room are returned and I will be charged an improper Room Change charge.
9. If I make a Room Change without prior approval from an authorized DHL staff member:
  - a. I will be assessed an improper Room Change charge; and,
  - b. I will be charged the daily Room rate for both Rooms until I have Moved Out of my originally assigned Room or I have moved back to my originally assigned Room.
  - c. Failure to move back to assigned room, or pay additional room rate will constitute Breach of Agreement.

## Section 8: Entry and Inspection

DHL staff members, property staff members, and other authorized parties have the absolute right to enter any Unit and/or Bedroom without limitation to perform repairs, renovations or make improvements, to address maintenance concerns, conduct routine health and safety checks, and initiate Unit/Bedroom searches.

DHL staff may conduct periodic inspections of your living space in order to ensure compliance with housing policies, health and safety codes, and to identify any maintenance or repair needs. DHL will provide at least 24 hours' notice before conducting an inspection, except in cases where a violation of policies is suspected, when there is an immediate threat to health and safety, or prior notice is impractical.

1. If maintenance has been requested DHL Staff & Property Staff or other authorized personnel may enter the unit without prior notice to attend to the issue.
2. Student acknowledges and understands that Student has no expectation of privacy in Common Areas, and DHL, DIT, Property Staff or its designee may enter these areas to enforce the Community Standards and other policies. DIT and DHL also may provide law enforcement access to Common Areas to investigate possible criminal activity.

## Section 9: Injury or Loss

1. DHL/DIT shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to my property or that of any guest of mine, except to the extent caused by DHL/DIT negligence.
2. I acknowledge that DHL/DIT recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that DHL/DIT does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.
3. Nothing in this Agreement shall be construed as being intended to protect any person or class of persons from injury or harm.
4. If there is loss of or damage to my property or that of any guest of mine for any reason beyond DHL/DIT's control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event, DHL/DIT shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.
5. I unconditionally release the DigiPen Housing, any affiliate of DIT, their directors, officers, employees, owners, board of directors, executives and partners from liability for any injury to student, resident, guests of student or residents, whether or not caused by DHL or the affiliates of DIT, their directors, officers, employees, owners, board of directors, executives and partners.

## Section 10: Payments & Deposits

1. I will be charged for and will pay the Room rate for the Room type to which I am assigned. I will pay my DHL charges according to the dates shown in Section 1 of this document.
2. My Room rate includes electricity, gas, Internet access, access to televised programming, water, sewer and garbage services. A temporary failure in utility service is not a breach of this Agreement.
3. A deposit payment as stipulated in Section 1-A is required to submit an application. Deposits cannot be transferred from another Agreement Term and must be placed before application deadlines.
4. The deposit does not apply toward room charges or other incidental charges, and is held until the student Moves Out and after any outstanding charges on the student's housing or tuition balance have been paid.
  - a. You'll be liable for the following charges, if applicable, which may be withheld from your security deposit upon expiration of the Agreement (including but not limited to): unpaid charges; repairs or damages caused by negligence, carelessness, accident, or abuse; replacement cost of DHL property that was in or attached to the Unit and is missing; unreturned keys; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; late payment and returned-check charges; and other sums due under this Agreement
5. If I am assigned a Room before the Agreement Period begins and do not Cancel as stipulated in Section 11, I must pay the entire term of housing charges regardless of the date I Move In.
6. If I am assigned a Room after the Agreement Period begins, I must pay prorated housing charges based on my Move In date assigned by DHL, even if I do not Move In on that date.
7. If I Cancel my application, I will be subject to Cancellation charges as stated in Section 11.
8. If I terminate my Agreement, I will be subject to Agreement Termination charges as stated in Section 12.
9. If I fail to make payments as required by this Agreement, my Agreement and assignment may be terminated, and If prior to the Agreement Term, I may be denied access to Move-In. If my Agreement is terminated by DHL after Agreement Term Start, I will be required to move out and will be charged a termination charge as shown in Section 12.
10. During my Agreement Term all billing adjustments and incidental charges placed on my account after the due date are due by the first of the month following the date on which the charge is assessed.
11. I will make payments in accordance with DIT's payment policies, which can be viewed at: <https://www.digipen.edu/student-portal/student-services/tuition-and-housing-payments/how-to-make-payments>. These policies may be adjusted at any time.
12. If I have any questions about my account or if my payment will be late, I will contact the DIT Accounting department by emailing [accounting@digipen.edu](mailto:accounting@digipen.edu) from my DigiPen Email. Contacting DIT Accounting about late payment does not extend existing payment deadlines.
13. If I am a recipient of Financial Aid, Loans, or other assistance program, I will contact [faid@digipen.edu](mailto:faid@digipen.edu) to make the appropriate preparations for my account.
14. I. If I fail to make payments as required by this Agreement DHL/DIT Accounting:

- a. DHL may contact the person(s) I have designated as authorized to receive my financial account information
  - b. DHL may declare me in breach of and terminate this Agreement, cancel my assignment and require that I Move Out, and/or take further action against me including, but not limited to: Denying future applications for DHL Housing, assessing collection agency charges, assessing legal fees and moving and storage costs, and obtaining a legal judgment against me for any balance due.
  - c. If I wish to dispute any charges posted to my account, I must submit a request within 60 days of the charge being posted to my account to [accounting@digipen.edu](mailto:accounting@digipen.edu). I understand that waiver requests submitted more than 60 days after charges have been posted will not be considered, and I will be responsible for full payment of those charges.
- 15.** After I Move Out, all charges are due immediately.
- 16.** Exceptions to this policy apply to students provided this agreement in conjunction with the Overseas Immersion Program (OIP):
- a. Payments and Deposits are to be managed by DigiPen Singapore Accounting. Questions and concerns should be directed to [accounting.sg@digipen.edu](mailto:accounting.sg@digipen.edu).
  - b. DigiPen Singapore preexisting policy on payment, refund, cancellation, or termination of agreement supersedes any policy in this document.
- 17.** I authorize the DHL, DIT and their respective agents and contractors to contact me regarding outstanding charges or repayment of outstanding charges at the current or any future number that I provide for my cell phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

## Section 11: Cancellation of Agreement

1. Resident may Cancel their housing application and Agreement before Agreement Term Start. Cancellations after the Agreement Term Start are considered Early Termination of Agreement.
2. Cancellations must be communicated to DHL in writing by emailing [housing@digipen.edu](mailto:housing@digipen.edu) from the applicants DigiPen email, or the email used to apply. Cancellations cannot be made via phone, in-person, or by any person other than the applicant.
3. Depending on the date of cancellation as noted in Section 1-C, the deposit placed may be refundable, and will be returned per DHL policy listed in this document. Cancellation charges exceeding deposit may apply.
4. Student will not be assessed a cancellation charge if:
  - a. Student submits their cancellation within one week (7 days) of completing their housing agreement
  - b. Student's offer of admissions to DIT is rescinded by DIT.
  - c. Student has received military orders for entry into the service, a permanent change of station, or deployment for at least 90 days. Student must provide DHL with copies of any such military orders at [housing@digipen.edu](mailto:housing@digipen.edu)
  - d. Student has sought and received approved accommodation from Disability Support Services for a documented disability that cannot be reasonably accommodated in DHL Housing.

Written notice from [housing@digipen.edu](mailto:housing@digipen.edu) stating the accommodation cannot be granted is required.

5. If Student does not notify DHL requesting to cancel their Housing Agreement/Application and does not Move In to their Room within 48 hours of Agreement Term Start. Approval for Move Ins after this date may be provided at DHL discretion.
  - e. DHL will cancel this Agreement and reassign Student's Room:
  - f. Student will be charged cancellation charges as stated in Section 1-C.
6. If Student is assigned a Room after the Agreement Period begins and does not Move In to their Room by their assigned Move In Date. Approval for Move Ins after this date may be provided at DHL discretion.
  - g. DHL will cancel this Agreement, and reassign Students Room
  - h. Student will be charged cancellation charges as stated in Section 1-C.
7. If Student wishes to cancel this Agreement and has a balance due, Student will pay the balance immediately

## Section 12: Early Termination of Agreement

1. Student may request early termination of this Agreement during the term of the Agreement after Move In.
2. Student will be charged Termination Charges as stated in Section 1-D. Charges are dependent on Move Out date, and Occupancy Period and will be calculated by DIT Accounting/DHL Staff.
3. Student remains responsible for all occupancy and other applicable charges (as determined by DHL, and DIT Accounting) per this agreement
4. Terminations must be communicated to DHL in writing by emailing [housing@digipen.edu](mailto:housing@digipen.edu) from the applicants DigiPen email, or the email used to apply. Terminations cannot be made via phone, in-person, or by any person other than the applicant.
5. Exceptions to Section 12 are considered when Student provides documentation to DHL that establishes one of the following qualifying events. Student must provide documentation within 1 week of their Early Termination Move Out Date and is subject to approval by DHL or DIT Accounting.
  - a. Student has completed their academic program or are graduating.
  - b. Student has filed for Institutional Withdrawal due to Financial Hardship, as determined by DIT Accounting.
  - c. Student is transferring to another DIT institution or participating in a DIT study-abroad program.
  - d. Student is participating in an internship program for DIT credit located 20 or more miles away from DHL Housing for the next term.
  - e. Student has received military orders for entry into the service, a permanent change of station, or deployment for at least 90 days. Student must provide DHL with copies of any such military orders at [housing@digipen.edu](mailto:housing@digipen.edu)
  - f. Student has sought and received approved accommodation from Disability Support Services for a documented disability that cannot be reasonably accommodated in DHL Housing.

Written notice from [housing@digipen.edu](mailto:housing@digipen.edu) stating the accommodation cannot be granted is required.

## Section 13: Breach of Agreement

1. Residents are responsible for being informed about DIT's Code of Student Conduct, Student Handbook, and DHL's Residence Life Handbook & Housing Agreement. DIT and DHL reserve the right without prior notice to change the rules, policies, or information. New policies will be enforced 24 hours after notification of the change to students through email.
2. Residents are beholden to all Property rules and regulations. Property Staff/Ownership reserves the right without prior notice to change the rules, policies, or information.
3. Residents may find the documents listed above on the [DigiPen website](#), and are additionally available by request to DHL Staff.
  - a. DIT Student Handbook & Code of Student Conduct
  - b. DHL Housing Agreement and Residence Life Handbook
4. Violations of any policy instituted by DHL/DIT/Property, or Student failing to abide by or fulfill any term of this Agreement shall be grounds for DHL to declare a breach of agreement.
  - c. Breach of Agreement may result in, but is not limited to: disciplinary action under the Student Code of Conduct, termination of this Agreement, dismissal from DigiPen Housing, future ineligibility to reside in DigiPen Housing, collection of outstanding debt and recovery of collection agency fees.
5. If DHL terminates Student's Agreement for breach prior to the end of the Agreement Period or should the student be suspended or dismissed from DIT as an outcome of a Student Conduct proceeding:
  - d. Student's Agreement will be terminated and Move Out date determined by DHL.
  - e. Student will be responsible for paying the current term's housing charges in addition to any early termination charge detailed in Section 12.
  - f. Student will not receive a prorated refund of any of the current term's housing charges.
  - g. Any decision of the DIT to not declare Student in breach of this Agreement shall not be deemed a waiver of any subsequent default or breach. Any decision of DIT to not declare Student in breach of this Agreement or any other waiver on the part of DIT shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by DIT.

## Section 14: Subletting

1. Residents are prohibited from subletting their assigned unit/room, or advertising subletting of their assigned unit/room. Subletting, or advertising thereof will result in a Breach of Agreement and subsequent Early Termination of Agreement.
2. No persons other than those assigned to the space may occupy the premises without prior written approval of DHL

## Section 15: Severability and Choice of Law

1. The provisions of this Agreement are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable.
2. This Agreement shall be governed in all respects by the laws of Washington State. The parties agree that any legal action related in any way to this Agreement shall be brought exclusively in King County, Seattle, Washington.

## Section 16: Move-In/Occupancy, Move-Out/Vacate, Abandonment

1. Move-In and Move-Out dates are defined in Section 1-A.
2. Exceptions to these dates are provided at DHL's sole discretion and may be approved for reasons including, but not limited to:
  - a. Required participation in DIT Commencement Ceremony
3. Resident acknowledges that requests for early or late Move-Ins and Move-Outs are subject to approval by DHL staff, and may not be granted for any reason.
4. Move In/Occupancy
  - a. Upon Agreement Term Start/Move-In Day, student may be provided access to their assigned unit/room at DHL discretion.
    - i. In the event that the Resident is asked to move into their term assigned space from another
  - b. Student is required to comply with DHL instruction prior to, and on Move-In Day, and is not authorized to occupy their assigned unit/room until they have met DHL requirements including, but not limited to:
    - i. Vaccination Record Submission & Approval
    - ii. Signature of Key Agreement, Housing Agreement, and Residence Life Handbook
    - iii. Payment of Term Cost, Deposit, or Other Charges as required by this policy
    - iv. Failure to complete one or more of these requirements may result in Improper Move In/Out Charges as listed in Section 1-E at DHL discretion

**5. Move Out/Vacate**

- a. Upon the termination of this Agreement or expiration of the Agreement Term, whichever is first, Student shall promptly vacate their assigned Unit and shall follow all Move Out requirements in this Section, including, but not limited to, cleaning assigned Unit; removing all personal belongings; completing unit inspection/condition form, and timely return of DHL assigned keys. Failure to complete one or more of these requirements may result in Incidental Charges as listed in Section 1-E at DHL discretion
- b. Student agrees to thoroughly clean assigned Unit, including, but not limited to, Student's Room, the Unit's common areas, the appliances, and the furniture in Student's assigned Unit.
- c. Students agree to properly dispose of waste, garbage, and recycling relating to the move-out process. If Student does not adequately clean Student's Unit or improperly disposes of waste, garbage, and recycling, Student may be assessed additional charges based on DHL costs.
- d. Student agrees to leave the Unit and all of its contents, including, but not limited to, the furniture, appliances, furnishings, and equipment, as well as the in-unit shared spaces and building Common Areas, in clean and good order, except for reasonable wear. If Student or any guest of Student damages or causes the loss of any portion of DHL premises or any property on DHL premises, either purposefully or through negligence, Student will be financially responsible for the cost of repair, replacement, and/or cleaning as determined by DHL. If Student and Student's roommates do not agree as to who caused the damage or was responsible for the missing or damaged items, the cost of repair, replacement, and/or cleaning, as determined by DHL, will be equally divided among all occupants of the Unit, floor or area in question.
- e. If Student keys are not returned by Move Out Date, Student may be assessed a lock change charge, plus an additional charge for each unreturned key at DHL

**6. Abandonment**

- a. If Student fails to remove all of Student's personal belongings upon Move-Out, DHL may consider such belongings abandoned, and it may either sell or dispose of them or pack and store them at Student's expense. Student acknowledges and agrees that the University shall have no liability for any damage or loss of Student's belongings during packing and storage. Student will be responsible for an additional payment of an amount equal to the costs for removal of abandoned property.
- b. If Student's assigned space is found to be unoccupied and/or empty of possessions, Termination of Agreement has not been initiated by Student/DHL, and student's assigned keys have not been returned to DHL - the Resident's unit/room may be presumed abandoned.
  - i. DHL will make every effort within reason to contact the Resident for 1 week, after which DHL will take possession of the room/possessions if any, and Resident will be charged for lock change, key replacement, moving, handling and storage of belongings, applicable cleaning or repair charges, and Early Termination of Agreement Charges.



## Section 17: Renovation and Repair

1. DHL/Property may undertake renovations, improvements and/or repairs to the Premises from time to time, which may require DHL Staff, Property Ownership, or other authorized party to enter the Premises and may also require Resident to vacate the Premises for any length of time.
2. Residents must allow such entry and must vacate the Premises as needed and otherwise cooperate with DHL Staff, Property Ownership, or other authorized party in its efforts to perform the work.
3. To the extent possible, DHL and Property Ownership shall give Resident written notice of the need to enter the Premises and potentially vacate the Premises, which notice shall include best estimation of the length of time DHL/Property anticipates Resident will need to be absent from the Premises.
4. If the renovations, improvements and/or repairs are required because of the conduct of Resident or the conduct of Resident's household, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then DHL/Property shall be relieved of any obligation to provide or pay for alternative accommodations and Resident shall remain responsible for Agreement Term Rate and the cost of alternative accommodations during the time when Resident must vacate the Premises for any work to be completed. Resident shall be fully liable for all loss and/or destruction, whether partial or whole, caused by Resident or any of Resident's invitees or guests.

## Section 18: Emergency Closures

1. DHL's inability to make a Room available to me for any reason beyond DHL's control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, epidemic, endemic or other public health emergency, quarantine, utility malfunction, infestation, or other emergency or force majeure event shall not constitute a breach of this Agreement by DIT/DHL.
2. In such circumstances, DHL shall have no liability to me in any way for injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind. DHL may attempt to find, but cannot guarantee, an alternative space for me.
3. The canceling of classes or the shutdown of the DIT campus shall have no effect of this Agreement, including COVID-19 impacts.
4. Shuttle services between DHL Premises and DIT are offered as a courtesy to residents participating in the DHL program. Temporary interruption or disruption of service shall not constitute a breach of this Agreement by DIT/DHL.

## Section 19: COVID-19

1. All residents are prohibited from behavior that would create a health or safety hazard within DHL Housing and DIT may request or require a resident to leave DHL Housing if their continued presence in the housing community poses a health or safety risk for community members.
2. Residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by DIT or DHL as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on gatherings, wearing a face covering, COVID diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing,

disinfection protocols, limitations on guests into DHL Housing, and quarantine / isolation requirements (including before or upon arrival to campus).

3. Residents must comply with all directions given to them by DHL staff. Failure to comply with directives from DHL Staff will result constitute a breach of this Agreement by the Resident
4. Removal or Re-Assignment from DHL Housing to address health concerns does not constitute a termination of a resident's housing agreement.

## Section 20: Required Vaccinations

1. DHL requires residents to submit proof of vaccinations for: COVID-19, Measles, Mumps, Rubella (MMR), Tetanus-Diphtheria booster
  - a. Based on American College Health Association (ACHA) guidelines, DHL also recommends residents be vaccinated against Meningococcal Quadrivalent (A, C, Y, and W-135), Polio, Varicella, Pertussis, Human Papillomavirus Vaccine, Tuberculosis (TB), Hepatitis A, Hepatitis B, Influenza, and Pneumococcal Polysaccharide Vaccine-23 valent.
2. Residents must submit proof of immunization to DHL staff before being approved for Move-In. The process to submit records will be determined per term by DHL Staff and communicated to Student's DigiPen Email. DHL may require Students to submit records each year, regardless if having submitted them in a previous term.
  - a. Proof of vaccination may include, but is not limited to: a copy of a vaccination record, a letter from a healthcare provider, or an official immunization registry record.
  - b. Residents will be notified if their vaccination record is incomplete or if they are missing any required vaccinations. Residents must comply with these requirements in order to be approved for Move-In.
  - c. Residents may be exempt from certain vaccine requirements for medical or religious reasons. However, exemptions will only be granted in accordance with applicable state and federal laws, and residents must provide documentation to DHL supporting their exemption request.

## Appendix A: Word Bank

- **Resident(s)/Student(s):** DIT student who enters into agreement with DHL by signing the DHL Housing Agreement and DHL Resident Handbook. May be referred to as "I" or "Me" for the purposes of this agreement.
- **DIT:** DigiPen Institute of Technology
- **DHL:** DigiPen Housing LLC, also known as DigiPen Housing and Residence Life
- **DHL Staff:** Staff members of DigiPen Housing LLC.
- **Resident Assistant (RA):** Student-staff members of DigiPen Housing LLC
- **"On Duty" Staff:** DHL Staff and RA's who serve in a 24/7 "On-Duty" rotation to attend to resident issues. The phone lines to reach these staff are provided to residents upon occupancy.
- **Premises/Property/DHL Communities:** Units leased by DHL, and apartment communities at which DHL leases units.
- **Property Owner(s)/Property Management Team:** The ownership and/or management of the property at which DHL leases units.
- **Apartment/Unit:** An apartment leased by DHL and assigned to a group of residents.
- **Bedroom/Room:** A room within a unit, and assigned to specific residents to reside within.
- **Common Area(s):** The living room, dining area, kitchen, bathroom(s), patio, hallways of a unit.
- **Community Facilities:** Any facility or area on the property for resident use. (Pool, Gym, etc)
- **Community Passageways:** Stairwells, hallways or main walking pathways for residents to access community facilities, or their units.
- **Emergency Maintenance Line(s):** Phone lines for each property in which the property management team can be reached for emergency maintenance issues. These phone lines are provided to residents upon occupancy.
- **Colleague Self Service:** is an important portal that allows students to access their academic and financial information while enrolling and attending DigiPen. Students can use CSS to register for classes, view grades and classroom information, track financial aid and scholarship progress, and more. CSS is only available to incoming students and students currently attending DigiPen.  
<https://www.digipen.edu/student-portal/for-incoming-students/registration/managing-css-and-using-colleague-self-service>
- **DHL Housing Portal/Application:** DHL's proprietary application and housing management software, on which a resident is able to view Housing Information, and place applications.  
<https://housingapp.digipen.edu/Housing/>
- **Check In, Move In, Occupancy:** When the resident obtains keys to their assigned unit from DHL, or is otherwise provided access/permission by DHL to occupy after or on Agreement Term Start.
- **Check Out, Move Out, Vacate:** When the resident returns keys of their assigned unit as specified by DHL
- **Occupancy Period:** The number of days in an Agreement Period in which the Resident has access to and possesses keys to their assigned unit.
- **Agreement Termination, Terminate:** Ending the Agreement after Agreement Term start, or Occupancy Period start, whichever is sooner.
- **Application Cancellation, Cancel:** Ending the Agreement before Agreement Term Start, or Occupancy Period Start, whichever is sooner.
- **Apartment Condition Forms:** The form provided by DHL used to identify the condition of Rooms and Common Areas, filled out by the Resident within 48hrs of Move-In/Occupancy.

- **Health and Safety Checks:** Inspections conducted by DHL Staff to assess the current condition of the unit & identify potential risks/agreement violations.
- **Roommate Agreement:** Informal written agreements conducted by DHL staff per term between occupants of a unit to establish "house rules" and expectations for roommates - relating to quiet hours, guests, sharing of personal items, etc.
- **Single Room:** A room within a unit assigned to (1) Resident
- **Double Room:** A room within a unit assigned to (2) Residents
- **Triple Room:** A room within a unit assigned to (3) Residents
- **Incidental Fees:** Cost assessed by DHL in response to a violation of terms set forth in the DHL Housing Agreement, or DHL Residence Life Handbook. May be deducted from Deposit at end of Agreement Term or charged to student account during Agreement Term.
- **Daily Room Rate:** Cost of assigned room per day (total term room rate/# of days in *Agreement Term*)
- **Term Room Rate:** Cost of assigned room for *Agreement Term* Period, not including incidental fees

## Approval and Signature

Student DigiPen Email: \_\_\_\_\_ Colleague ID: \_\_\_\_\_

### Student's Signature (if the age of 18 or over)

By signing below, Student is certifying and agreeing to the following: Student has read and understands this Agreement, and Student is at least the age of eighteen (18). This Agreement expresses the complete understanding of the parties, and Student consents to its terms and conditions.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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### Student's Signature (if under the age of 18)

By signing below, Student is certifying and agreeing to the following: Student has read, understands, and consents to this Agreement. Student has asked Student's parent/guardian to sign this Agreement below, and Student hereby consents to the DigiPen Housing LLC & DigiPen Institute of Technology releasing Student's records related to Student's occupancy and use of DigiPen Housing LLC as well as information from those records to Student's parent/guardian who has signed below, for the purpose of Student's parent/guardian fulfilling their obligations pursuant to this Agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Parent/Guardian Consent (if student is under the age of 18)

By signing below, I am certifying and agreeing to the following: I am the parent or guardian of (student name) \_\_\_\_\_, who is under the age of eighteen (18), and who meets the eligibility criteria for student housing as detailed above.

I have read and understand the terms and conditions of this Agreement. As the parent/guardian of the above-named student, I have the legal right to consent to and I do consent to the terms and conditions of this Agreement. I also agree to guarantee and pay for all applicable charges, fees, and debt, as well as perform all terms and conditions of this Agreement, should the above-named student fail to abide by or perform the terms and conditions of this Agreement:

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_