SEATTLEU Seattle University Intern Agreement

By checking the box below, you (the "Registrant") agree to the following Terms and Conditions, also referred to herein as the "Agreement". Additionally, the Registrant agrees to all other terms, conditions and fees outlined in this registration process.

The Registrant has completed the online reservation request form truthfully to the best of their knowledge. Seattle University does not store passwords and so will not be held responsible should any sort of identity theft occur. Seattle University will never give any personal information to any third-party entity without the Registrant's expressed written consent.

Pending Request: The Registrant's online reservation request will be held as "Pending" until payment is received in full by Seattle University. If full payment is not made online at the time the registration is submitted, it may be made online any time up to and including the check-in date, or payment may be made via check or money order. These types of payments must be made out to "Seattle University" and may be mailed in advance to:

Intern Accommodations c/o Event Sales Seattle University 901 12th Avenue P.O. Box 222000 Seattle, Washington 98122

Cash, credit, or check payments will be accepted at the front desk prior to check-in. **Payment in full must be received before the Registrant is allowed access to the room**.

Room Rate: The Registrant agrees to pay the applicable rate. Payments must be made in advance of arrival or at check-in. Except as otherwise provided by Seattle University policy, once the Registrant has checked in to their unit, the Registrant is liable for the applicable rate for the entire Agreement, regardless of whether the Registrant remains in the unit for the entire Agreement.

Eligibility: To be eligible for residency in one of the Seattle University campus-owned residences, the Registrant must be at least 18 years of age at the commencement of occupancy. The Registrant must also be enrolled in an institution of higher education, and be participating in an internship program.

Room Assignment: Seattle University reserves the right to determine room assignments, and to change any Registrant's room assignment for reasons determined necessary by Seattle University. If double occupancy accommodations are requested, then the Registrant must have a specific and

mutually requested roommate. If no such roommate is listed, then Seattle University will either assign a roommate to the Registrant, or the Registrant may opt for single occupancy housing. If the Registrant chooses single occupancy housing, the Registrant will pay appropriate charges for single occupancy housing.

Common Area Space: Some bathrooms, lounges, recreation rooms, kitchens, computer labs and hallways are shared by residents and are for the use of all residents of the building. Registrants must be considerate of fellow residents in the use of the spaces. No personal property should be left in a public area (lobby, lounge, bath, etc.). The Registrant agrees they shall be responsible, on a prorated basis, for any malicious damage and/or excessive/additional/non-routine cleaning that occurs within their assigned housing common areas/spaces [e.g., main lobbies, floor lounges, study rooms, community restrooms, etc.]. Community damages will only be assigned/shared when Seattle University is unable to determine the person(s) at fault for the additional charges.

Visitors: Cohabitation is not permitted in Seattle University accommodations. The Registrant agrees to not allow any other person(s) to remain overnight in their unit for more than three (3) nights. Allowing a guest to stay longer than three (3) nights without prior written consent from Seattle University will result in additional lodging and penalty charges being assessed to the Registrant. Minors who are not participants in a Program that has contracted with or sponsored by Seattle University may not stay in campus accommodations, even as guests.

Reasonable Accommodations: The University administers decisions regarding room assignments without regard to race, color, religion, national origin, sexual or political orientation, disability, or veteran status. With advance notice, Seattle University may make reasonable accommodations in housing for Registrants with disabilities.

Check-In Locations: Registrants are assigned to reside in their assigned campus residence; check in may take place at a different location. The standard residence hall location is: Bellarmine Hall: 1111 E. Columbia Street, Seattle, Washington. The Archbishop Thomas Murphy Apartments are at 1001 East James Way, Seattle, Washington. The Teilhard de Chardin Deluxe Residence Hall rooms are at 1020 E. Jefferson Street, Seattle, Washington. The Yobi Apodments are at 1219 E. Marion Street, Seattle, Washington, 98122. (Note: these are the physical locations of the residences only; **none of these** are the mailing address for Seattle University or for interns to receive mail.)

Check-In and Check-Out Time

Check-in is after 1 p.m. on assigned check-in day.

Check-out must be by 10 a.m. on assigned check-out day.

Registrants will be subject to a \$25.00 late fee in the event they do not vacate their room before 10 a.m. on their check-out date unless they have prior written approval from Seattle University. If they have not vacated by 5 p.m. on their check-out day, they will still be required to vacate the premises and also be charged for a night's lodging in addition to the late fee.

Minimum Meal Requirement: There are no meal requirements for summer 2023.

Dining Facility: Food service will be offered in the Student Center or at other open venues on the Seattle University campus (for example, The Bottom Line in the Pigott Building). Information about dining facilities and hours will be posted and provided at check-in. Registrants are welcome to purchase food but have no requirement to do so.

Room Key: Upon check-in the Registrant will receive a key to access their assigned room. The Registrant is responsible for this key and any fees associated with the loss or replacement of the key. The Registrant agrees to pay for any unreturned or improperly returned room keys at a rate of <u>\$175.00</u> plus tax per key. Improperly returned keys include those left in residence hall rooms at the time the Registrant vacates the room.

Conference Card: The University will provide a Conference Card for the Registrant with building access programmed onto the Card. A Conference Card can be used to access the assigned residence and other campus buildings as needed; apodments will have an additional access card for their building access. Each card will be programmed with the unique access of each Registrant. Cards are non-transferable and should be reported immediately if lost or stolen. A fee will be assessed to replace a lost or stolen card.

Doors (Obstructing Locking Mechanisms): To ensure safety and security of Registrants and guests and their belongings, Seattle University has residence doors which automatically lock. Therefore, it is prohibited to use an object to cover and/or obstruct the door locking mechanism as this increases the risk of damage, theft, and/or assault.

Doors (Propping, Designated Entrances/Exits): Doors within the residence halls play a primary role in building/resident safety by preventing access by non-residents and by enhancing fire control/containment capabilities. Residents must carry their keys and Conference Card with them at all times. Do not prop open corridor, stairway, or exterior doors. It is strictly prohibited to open a secured exterior door for any purpose, to force open a secured door, to use an emergency exit when no emergency condition exists, and/or to tamper with/alter a door lock. All residents and guests must use designated entrances/exits as directed/designated.

Parking: A valid permit must be purchased for all times a Registrant's vehicle is parked in campus lots. Permits may be obtained upon request; the Registrant must provide the accurate number and state of the vehicle's license plate. All vehicles must be parked in campus parking areas designated by Seattle University. Seattle University is not responsible for loss, theft, or damage to vehicles or

their contents. Therefore, the Registrant should not leave valuable personal property in their vehicle while it is parked in a Seattle University parking area.

Bikes: Bikes may be stored in the Registrant's room, apartment, or apodment. Bikes may not be stored in hallways or other common areas within the halls such as floor lounges, stairwells, laundry rooms and kitchen areas. For safety reasons and to meet State and local fire codes, bikes must not be attached to stairways or entry/exit areas. Bikes located outside the buildings on Seattle University property may only be locked to designated bicycle racks.

Hoverboards: Due to fire/life safety risk, hoverboards (battery-operated self-balancing scooters) are not permitted to be in/on Seattle University affiliated property including intern housing facilities.

Fees:

• The Registrant agrees to pay for any replaced Conference Cards at a rate of \$20.00 + tax per card.

• The Registrant agrees to pay the University \$50.00 per incident or item plus any actual costs of repair or replacement if the Registrant or a guest of the Registrant damages or vandalizes University property.

• The Registrant must pay up front for necessary associated charges.

• The Registrant understands that charges may include, but are not be limited to, housing fees, cancellation fees, fines for conduct violations, reimbursement of damage costs, and fees for lost keys or cards.

Refund Policy: Requests for refunds must be received, in writing, by Seattle University by no later than 21 days prior to Registrant's check-in date.

Refunds will be granted less a \$50.00 processing fee, and will be given in the same tender in which they were received. No refunds will be made for requests received after 21 days prior to Registrant's check-in date.

Refund requests must be submitted in writing or via email to:

Intern Accommodations c/o Event Sales Seattle University 901 12th Avenue Seattle, Washington 98122

register@seattleu.edu

Right of Entry: Seattle University representatives may enter the residence halls and the Registrant's unit at any time without prior notice, after knocking and announcing their presence, for the purposes of:

(1) making necessary or agreed-upon repairs;

(2) supplying necessary or agreed-upon services;

(3) investigating health or safety concerns, or suspected violations of housing and other University policies (including, but not limited to, violations of firearm or drug, tobacco, alcohol, or cannabis use policies);

(4) verifying occupancy;

- (5) conducting inventories of Seattle University property; and
- (6) conducting facility inspections.

Termination: The University reserves the right to terminate this Agreement and the Registrant's residency because of improper or unsafe conduct by the Registrant or Registrant's guests, or failure of the Registrant to comply with any term or condition of this Agreement. Seattle University's termination of this Agreement does not release the Registrant's obligation to pay the room rate for the full period of this Agreement. The Registrant shall vacate the residence within 24 hours of being notified that this Agreement is being terminated or initiating procedures for withdrawal from his/her internship.

Animals: Animals are generally prohibited in all campus buildings. Exceptions to this general prohibition include animals that qualify as "service animals" under the Americans with Disabilities Act and animals considered "emotional support animals" under the Fair Housing Act. Animals that qualify as "service animals" under the Americans with Disabilities Act are generally allowed in campus buildings. Animals that qualify as "emotional support animals" are generally prohibited from all campus buildings, with the limited exception that they may be allowed in campus residences in certain circumstances as a reasonable accommodation for a disability. "Service animals" and "emotional support animals" must meet all requirements for such animals under the law Seattle University policy, including appropriate documentation regarding the animal's training and health history. The Registrant must obtain permission in writing in advance of check-in if planning to bring any animal on campus. For information on requirements for bringing Service and Emotional Support Animals to campus, please visit our website <u>https://www.seattleu.edu/ces/policies/</u> and search for "Emotional Support Animals on Campus."

Comparable Facilities: Housing location(s) are tentative based on current information, and Seattle University reserves the right to substitute comparable facilities for any reserved accommodations.

Optional Amenities: Registrants may visit the service desk to rent optional room amenities while supplies last.

Appliances: Residence halls are of varying design, construction, and amenities. Seattle University reserves the right to impose reasonable requirements with respect to the use of appliances or

equipment in the residence halls. Some examples of items not permitted in the residence halls are

listed below. However, this list is not all-inclusive:

- Any appliance exceeding 1200 watts;
- Grills, sandwich presses, panini presses;
- Power tools (e.g., drills, saws, sanders, etc.);
- Refrigerators or microwaves except those provided by Seattle University as part of room furnishings;
- Air conditioners, ceiling fans, fixed window fans, washing machines, freezers, or other high voltage equipment;
- Mopeds, motorbikes, and/or motorcycles;
- Hot plates, deep fat fryers, combustibles, open coil appliances;
- Heaters (kerosene, gas, electric, etc.), electric blankets, any open flame, self-igniting or explosive apparatus;
- Halogen lamps;
- Open flame candles and flammable items, including incense and cigarettes, pipes, etc.;
- Plug-in air fresheners.

Fire Code Compliance: Fire code allows for only one person per bed and only as many people in one room as there are beds. Any person staying overnight at the University must be a registered and paying Registrant or an adult guest staying for three (3) or fewer nights.

Fire Response, Equipment & Alarms: Registrants and their guests are required to evacuate the building when an alarm sounds. Evacuations should be executed via the instructions posted in all hallways and stairwell doors. Evacuations will occur through stairwells only as elevators will be shut down when a fire alarm is activated. Fire sprinklers are installed in all residence halls to provide protection from fire and property loss. Tampering with fire sprinklers, which includes hanging objects from pipes or sprinkler heads, places the residence hall at risk and is prohibited.

Open Flame, Candles and Flammable Items: Due to the risk of fire, burning candles, incense, and other open flame items are prohibited in residence hall rooms and common areas. The smoke and smell created by burning these objects may also pose a health concern for many residents. Candles, even unused and intended as decoration, are prohibited in residential communities. Fireworks and explosives are also prohibited due to the risk of fire and injury.

Weapons: Possession, use, or display of firearms, air guns, explosives, ammunition, or other weapons, including knives, swords, and other sharp objects, whether real or simulated, or any other behavior in violation of the University's Firearms and Weapons Policy is strictly prohibited. The Full

Firearms and Weapons Policy is available at <u>https://www.seattleu.edu/media/</u> <u>publicsafety/SeattleUniversity_Firearms_and_Weapons_Policy.pdf</u>

Alcohol: Registrants under the age of 21 may not possess, consume, provide, manufacture, sell, exchange, or otherwise distribute alcohol in their Seattle University residence. Registrants who are at least 21 years of age may consume alcohol responsibly in the privacy of their room with the door closed. No alcohol may be consumed, stored, or taken into the room/apartment of anyone on Seattle University premises who is under 21 years of age. Registrants of legal drinking age may not manufacture or sell alcohol, nor may they provide or distribute alcohol to individuals who are under 21 years of age, or consume alcohol in the presence of individuals under 21 years of age. No Registrant, regardless of age, may be in possession of or participate in the use of a "common source" of alcohol, drinking devices (e.g., funnels), and/or games used or intended for the rapid consumption of alcohol.

Drugs: Neither Registrant nor guests of Registrant may possess, consume, furnish, manufacture, sell, exchange, or otherwise distribute any drug prohibited by federal or state law (**including marijuana or products containing marijuana or cannabis**). All drug paraphernalia and smoking devices (including vaporizers, hookahs and bongs, etc.) are prohibited in all Seattle University buildings, including residences.

Marijuana: Use and/or possession, storage, and/or being in the presence of marijuana or products containing marijuana or cannabis on campus, University property, or during any University-sponsored or affiliated activity or program is prohibited, even with valid documentation under Washington's medical

marijuana law. *See* <u>https://www.seattleu.edu/media/seattle-university/documents/policies/student-</u> consumer-information/Substance-Abuse-Policies-and-Prevention-Handbook.pdf for more information.

Smoking/Tobacco: The use or sale of Tobacco Products is prohibited on and within all Seattle University-owned, -leased, or -managed property and at University sponsored off-campus events. Products approved by the Food and Drug Administration for the uses of mitigation, treatment, or prevention of disease are permitted under this policy. "Tobacco Products" includes cigarettes, cigars, pipes, all forms of smokeless tobacco, vape pens, clove cigarettes, and any other smoking devices that use tobacco (e.g., hookahs), and nicotine delivery devices that simulate the use of tobacco (e.g., electronic cigarettes, vaping).

Compliance with Code of Student Conduct: During their internship and residence on campus, the Registrant will comply with the Standards of Conduct stated in Section 2 of the Seattle University Code of Student Conduct, available at https://www.seattleu.edu/office-of-the-dean-of-students/policies-records/code-of-student-conduct . Violations of the Standards of Conduct by the Registrant may result in termination of this Agreement and the Registrant's internship, without the Registrant being afforded the hearing and appeal processes described in Code of Student Conduct Section 3.

Compliance with Directions: The Registrant must comply with the terms of any disciplinary sanction or interim measures imposed in accordance with this Agreement, and must comply with the directions of a Seattle University official. It is also prohibited to hinder Seattle University officials in the performance of their duties.

Prohibited Behaviors: Any actual, attempted, or threatened non-consensual sexual act or any other behavior in violation of the University's Sexual Offenses, Domestic Violence, Dating Violence and Stalking Policy is prohibited. Full policy available at https://www.seattleu.edu/deanofstudents/policies/sexual-misconduct-policy/

Conduct of the Registrant or their guest(s) cannot be in violation of Seattle University's Sexual Harassment Policy. Full policy available at https://www.seattleu.edu/deanofstudents/policies/sexual-harassment-policy/

Exposure of one's body, especially one's genitals, in a public place and in a way considered offensive to established standards of decency, including public urination and defecation, is prohibited. Also prohibited are obscene or vulgar behaviors that demonstrate a lack of respect for others.

Conduct of the Registrant or their guest(s) that is intended to or could reasonably be foreseen to cause disruption, embarrassment, humiliation, shame, fright, grief, intimidation, or that endangers the health or safety of any person or group is prohibited. This could include non-physical or physical abuse, threats, assault, intimidation, harassment, and/or coercion.

It is prohibited to disrupt or obstruct teaching, research, administration, conduct proceedings, other Seattle University activities or events, or of other authorized non-University activities or events.

Use of Seattle University premises: It is prohibited to use Seattle University premises in connection with any non-University business venture.

Persons with Disabilities: Seattle University's facilities comply with all applicable laws, including the Americans with Disabilities Act, which require reasonable accommodation of persons with disabilities. The Registrant is responsible for notifying the University of any requests for reasonable accommodation that would require modification of Seattle University facilities. Such notification must be made at least six (6) weeks in advance of check-in so that Seattle University can consider the request, determine whether the requested modification constitutes a reasonable accommodation or creates an undue hardship, and can enter a dialogue regarding the requested accommodation, if necessary. Not all campus facilities are equipped to accommodate individuals with special needs. Seattle University reserves the right to assign persons needing special accommodations to appropriate facilities that may be separate from others utilized by the Registrant. If notice is not provided by the deadline, the University may not be able to accommodate requests for special accommodations.

Special Dietary Needs: Any Registrant who purchases a meal plan must, by 21 days prior to checkin, provide to Seattle University, in writing, a list of special dietary needs for University-prepared food.

Force Majeure: If the University facilities are destroyed or damaged by fire or other casualty, or become unavailable or unusable because of strikes, labor disputes, government rules or mandates, or any other cause beyond the reasonable control of Seattle University, without limitation; or if in Seattle University's reasonable discretion, Seattle University determines it is unsafe or impracticable to provide Seattle University's space, venue, or facility due to the ongoing COVID-19 pandemic, or any other cause beyond the reasonable control of Seattle University, without limitation, Seattle University may elect to terminate this Agreement, require the Registrant to vacate the premises, and will refund to the Registrant the balance of any unearned fees for housing and meal packages, parking, and/or equipment.

Construction: The Registrant acknowledges that during the term of this Agreement, Seattle University may be conducting construction and renovation of buildings, function spaces, residence halls, dining centers, and campus infrastructure improvements. Rerouting of vehicular and pedestrian traffic, noise, dust, and other customary consequences of construction activity may occur. The Registrant shall have no claim for reduction of its obligations hereunder or any other claim or cause of action because of such construction activities, including relocating activities to comparable locations on campus.

Responsibility During Emergencies: The Registrant should be prepared for the handling of an emergency and will take full responsibility of all personal needs and safety issues. The Registrant agrees that they will be responsible for isolating or quarantining if they become symptomatic, are exposed to, or are confirmed COVID-19-positive.

No Assignment: The Registrant may not assign their rights under this Agreement to any other persons or entities. Nothing in these Terms and Conditions is intended to imply any partnership, joint venture, or other association between the University and the Registrant. The Registrant is not affiliated in any way with the University, and the Registrant has sole responsibility for the content and conduct of their activities on the University campus.

Indemnification: The Registrant assumes full responsibility for any damage beyond reasonable wear and tear to, or cleaning beyond a reasonable amount in any facilities used by the Registrant. In addition, the Registrant agrees to indemnify, defend, and hold harmless Seattle University, its trustees, officers, agents, and employees, past, present and future, from any and all claims, costs, liabilities, or damages (including attorneys' fees and costs) for or on account of any personal or bodily injury to or death of any persons, or damage to property, caused in whole or in part by the acts or omissions of the Registrant, their guests, or invitees.

Adherence to Nondiscrimination Laws: The Registrant agrees that they will comply with all applicable local, state, and federal laws or regulations relating to non-discrimination in employment, services, or activities.

Pandemic Rules and Regulations: The Registrant acknowledges that they are choosing to reside in Seattle University accommodations during the COVID-19 pandemic and the Registrant will review and comply with all state and local COVID-19 public health and safety measures as well as all University policies and procedures relating to health and safety during the pandemic. The Registrant acknowledges it has reviewed all Seattle University pandemic-related policies, available here: https://www.seattleu.edu/policies-regulations/covid-19-response/. The Registrant acknowledges that the University's pandemic-related policies may change during the time period between the execution of this Agreement and the end date of Registrant's stay in Seattle University accommodations, and the Registrant agrees to be bound by policies in effect while residing in Seattle University accommodations. The Registrant acknowledges that the COVID-19 pandemic evolves from week to week, and that before the check-in date Seattle University may require the Registrant to adopt additional safety measures as a condition for staying in Seattle University accommodations.

Seattle University will endeavor to notify the Registrant of any additional measures the Registrant must adopt in advance of the check-in date, but cannot guarantee that it will be able to notify Registrant in advance of all additional COVID-19 precautionary measures.

Application of Washington Law: The Registrant acknowledges and agrees that Washington law applies to the interpretation and enforcement of this Agreement, and that King County, Washington will be the venue for any legal proceeding that may arise in connection with this Agreement.

Attorney Fees and Costs: The parties agree that the prevailing party in any suit or proceeding brought to enforce or interpret this Agreement will be entitled to recover its reasonable attorneys' fees and costs.

Inspection and Alteration of Premises: No alterations, changes, or decoration may be made to Seattle University facilities without prior written approval of the University. At the termination of the Agreement, the Registrant must return the premises to the same condition as delivered to the Registrant.

Indoor Furniture: Indoor furniture may not be moved outdoors at any time. Furniture moving and/or repair and/or replacement fees will be assessed if Registrant and/or guests of the Registrant move(s) indoor furniture outside.

Assumption of Responsibility: The Registrant assumes responsibility for any and all damages to Seattle University property (real or personal), including lost Seattle University keys, arising from or in connection with the Registrant's activities. At its option, Seattle University may decide to replace rather than repair damaged property. Administrative and/or processing fees may be added to the cost of actual replacement or repairs.

Registrant Property: Seattle University assumes no responsibility for any property of the Registrant that is lost, stolen, damaged, or destroyed in or on Seattle University facilities or property at any time, including periods when the Registrant is not in occupancy. The Registrant is encouraged to explore the option of rental insurance to cover the value of their property during the duration of their stay.

Prohibition of Activities: Seattle University does not permit the use of any of its facilities for any commercial purposes. Solicitation and gambling are expressly prohibited.

Failure to Comply or Pay: If the Registrant fails to make timely payment of all or any part of assessed charges, the Registrant will be liable to Seattle University for all costs (including reasonable attorneys' fees) Seattle University incurs in pursuing collection against the Registrant. The Registrant understands and agrees to these terms and accepts as the Registrant's personal responsibility any debt arising in connection with this Agreement.

Release of Claims Form: At or before check-in, Registrant must complete and sign the Release of Claims form, which states: "In consideration for my being allowed to reside in Seattle University housing and use the facilities of Seattle University, I hereby release, forever discharge, and covenant not to sue Seattle University and its trustees, officers, directors, employees, agents, and assigns, past, present and future, for any injuries, damages, liabilities, or other claims arising out of or connected with my staying in University accommodations."