

Graduate Student - Housing Agreement & Code of Conduct

1) General Provisions

- a) I agree to all terms and conditions of this *Agreement* and acknowledge this *Agreement* is binding once I electronically sign and submit it online.
- b) This *Agreement* is entered into by and between FHL and me, an FHL Course student, FHL Course TA, a researcher graduate student, or a staff/faculty researcher; for my use and occupancy of a *Room or Housing unit* in the *FHL Residence System* according to the terms specified herein. This *Agreement* is a legal and binding document between FHL and me.
- c) FHL and I intend for this *Agreement* to constitute a license for the use of a *Room* and *Common Areas* in the *FHL Residence System* as assigned by *the Visitor Services Coordinator (VSC)*, 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 FHL and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy is being provided incidental to the provision of educational services by FHL.
- d) 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.
- e) The information provided by me in my housing application is true, complete and accurate. If FHL determines that I have provided untrue, incomplete or inaccurate information, *FHL* will have a basis to declare me in breach of this *Agreement*, take disciplinary action against me, and/or require that I *Check out* of *FHL Housing* immediately.
- f) All charges provided in my confirmation for the related service or action represent a reasonable approximation of *FHL's* costs, and I will be financially responsible for all payments as stated in this *Agreement*.
- g) My primary cell number will be provided to FHL for use by the emergency alert system.
- h) My failure to comply with any term of this *Agreement* shall be grounds for FHL to declare me in breach of this *Agreement* and require that I *Check out* of *FHL Housing*, and may result in other action against me by *FHL* including, but not limited to, disciplinary action, *Termination* of this *Agreement*, future ineligibility to reside in *FHL Housing*, and collection of outstanding debt and recovery of collection agency fees.

2) Community Standards

- a) I agree to abide by the Community Standards, which are appended hereto as Appendix A. I acknowledge that the Community Standards apply to me not only when I am in the building in which my *Room* is assigned but also while I am on any *FHL* premises, which includes, but is not limited to, *Common Areas*, community centers, entry areas, hallways, lab spaces, parking areas, courtyards, terraces, decks, grounds, elevators, stairwells, playfields and dining facilities.
- b) I agree to abide by all regulations, policies and standards of the *University* and *FHL*. Should my guests or I fail to comply with the conduct regulations, policies and standards of the *University* and *FHL* including, but not limited to, the Community Standards and the

Student Conduct Code, WAC 478-121, the *University* may take disciplinary action against me pursuant the Student Conduct Code and/or the FHL Conduct Code, except that, for allegations that, if true, would constitute sexual harassment (EDFR prohibited conduct) under WAC 478-121-605.

3) Room Changes

- a) I may only make a *Room Change* with prior written approval by an authorized *Visitor Services* staff member.
- b) If I do not follow proper *Room Change* procedures, I will be charged an improper *Room Change* charge.
- c) I will be required to pay the *Room* rate for the new *Room* effective the date my *Room Change* begins.
- d) I must return my originally assigned *Room* keys to the location designated by *VSC* 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
- e) If I make a *Room Change* without prior approval from an authorized *VS* staff member:
 - i) I will be assessed an unauthorized Room Change charge; and,
 - ii) I will be charged the daily *Room* rate for both *Rooms* until I have *Checked out* of my originally assigned *Room* or I have moved back to my originally assigned *Room*.
- f) Prior to my Room Change deadline, I will remove all of my personal belongings from my Room and Common Areas and follow the cleaning guidelines. If I do not remove my personal belongings, Custodial may pack and store and/or dispose of them at my expense. While FHL intends to make reasonable efforts to protect my belongings, I will not hold the University or FHL liable for any damage or loss.
- g) If my keys are not returned by my *Room Change* deadline, I may be assessed an additional charge for each unreturned key.

4) Entry and Inspection

- a) When performing routine inspections and maintenance, the *University* will give me at least 24-hours' notice of its intent to enter my *Room* or *Common Area*, and will enter only at reasonable times.
- b) *University* custodial staff will routinely enter *Common Areas* including, but not limited to, cluster lounges and bathrooms, in order to clean.
- c) *University* staff, contractors and designees have the right to enter my *Room* and *Common Areas*, and I will not be given prior notice:
 - i) In the event of an emergency; and,
 - ii) If I request or if my *Roommate* requests repairs or maintenance, which includes but is not limited to the submission of a work order; and,
 - iii) If my *Roommate*, including any person sharing my *Room*, apartment or cluster, moves out for cleaning or maintenance; and,
 - iv) If *University* staff and/or *University of Washington* Police Officers are entering areas outside my *Room* unannounced to conduct rounds concerning health, safety or



security checks, to enforce Community Standards and other policies, or to investigate possible criminal activity.

5) Cleaning, Alterations and Damages

- a) Within one week of *Check-in*, I will inspect and, if necessary, submit a <u>work order</u> to the FHL Office Coordinator, for any significant damage that requires urgent or immediate repair or missing items that require replacement. In addition, I will report any concerns about the *Room* condition as appropriate. Any damage or missing items not addressed through a work order or documented will be my responsibility and will be charged to me when I *Check out*.
- b) I will report lost *Room* and/or apartment keys to the Fernald Main Office immediately.
- c) 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.
- d) If I am assigned to a *Room* with a private or semi-private bathroom, I will cooperate with my *Roommate* to care for and maintain the bathroom, including providing cleaning supplies.
- e) I will not make any repairs or alterations to any *University Housing* premises. If repairs are required, I must submit a work order.
- f) If I or any guest of mine damages any *FHL Residence* property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by *VSC*.
- g) 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 *VSC* will be divided equally among me and my *Roommate(s)*.
- h) VSC will continue to implement and modify its cleaning protocols to address COVID or other public health emergencies in the interest of minimizing the spread of disease until deemed no longer necessary.

6) Agreement Termination

I may *Terminate* my *Agreement* after I *Check in.* If I wish to *Terminate* this *Agreement* prior to *Check-in,* I may do so as described:

- a) The duration of this *Agreement* and the housing and dining charges contained within this *Agreement* are for the period outlined within your confirmation.
- b) Termination of this agreement must be done in writing with 10 or more day notice, or you will be responsible for pay 25% of the costs owed to FHL.
- c) If I intend to *Check out* before the end of my *Agreement Period,* I must submit do so in writing 10 days prior to my new check-out date.

7) Community Health Standards

- a) I understand there is increased risk in the spread of virus, such as COVID-19, when people are in close proximity with each other, such as congregate housing. I am assuming such risk by signing this *Agreement*.
- b) I understand that all residents are prohibited from behavior that would create a health or safety hazard within FHL Housing, and FHL may request or require a resident to leave FHL Housing if their continued presence in the housing community poses a health or safety risk for community members. I will comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by FHL or the University as it relates to public health crises including COVID. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social and physical 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 FHL/University Housing, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all areas of FHL/University Housing, including Rooms, apartments, bathrooms, community kitchens, lounges, study rooms, courtyards, Common Areas, dining facilities and other communal spaces. Some areas of FHL/University Housing may have different requirements than others. Requirements relevant to each area will be provided to residents as necessary.

Appendix A: Community Standards

A. FHL Standards of Conduct

June 2, 2019; Amended August 18, 2022

The Friday Harbor Labs (FHL) is committed to fostering an environment that is professional, ethical, inclusive, and consistent with all applicable University of Washington regulations and standards of conduct. Professionalism is integral to the FHL missions of research and education; professionalism includes demonstrating respect, integrity, and accountability in all endeavors. All individuals using FHL facilities are expected to contribute to the creation of an inclusive environment that fosters respect for all members of the FHL community, regardless of their academic standing, affiliation, viewpoint, perspectives, or experiences. To this end, all FHL employees, students and visitors are expected to treat others and the physical facilities with respect and consideration, behaving as positive members of the community.

The University prohibits discrimination (including discriminatory harassment) based on race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, or veteran status. Discrimination and



harassment (including sexual harassment) are defined at the University of Washington in Executive Order 31: Nondiscrimination and Affirmative Action and in the University's Student Conduct Code.

Other forms of prohibited conduct include, but are not limited to intimidation, stalking, and bullying.

Retaliation for reporting inappropriate behavior is also prohibited, as is falsely reporting an incident.

Critiques of scientific work are appropriate and important, but care must be taken to ensure that presentations are free of discriminatory or inappropriately disrespectful elements, including (but not limited to) words and images that are derogatory or demeaning to individuals or groups. While constructive, impassioned disagreement (academic or otherwise) is encouraged to foster diversity of thought, use of threats, intimidation, or other conflict-based approaches to win arguments are counter to FHL conduct standards.

People wishing to report a violation of the above-referenced standards of conduct can contact course or workshop organizers or a teaching assistant, or any member of the FHL administration (https://fhl.uw.edu/about/people/). Complaints regarding discriminatory conduct by University faculty or staff can also be reported to the University Complaint Investigation and Resolution Office (UCIRO), and complaints regarding inappropriate conduct by UW students can be reported to Office of Student Life (Office of Community Standards and Student Conduct) and/or to the University's Title IX Compliance Office. Finally, any member of the FHL community who feels unsafe or physically threatened due to the conduct of another person can contact the University's Safe Campus program.

Incidents of inappropriate behavior at FHL are taken seriously. Complaints will be referred to the appropriate University officials for investigation and, where warranted, corrective or disciplinary actions. These could range from a private meeting with administrators, to a violator being required to leave FHL. Allegations of serious violations may also be reported to a visitor's home institution. The University of Washington reserves the right to restrict access to FHL facilities, including housing, lab space, and equipment for anyone who has been found to have violated the above standards.

1. Quiet hours on campus are from 10 pm – 7 am. During these hours, respect the need of roommates, neighbors, and island residents for rest or quiet work time; many have to rise early for lectures, experiments, or tides! Rather than socializing in dorm hallways or on the deck, where even a quiet conversation can be heard through the thin walls and open windows, gather in the Dining Hall.

- Community standards must be actively anti-racist, anti-sexist, and mindful of latent prejudices.
- The FHL community is supported by an amazing custodial, housing, and dining staff that
 take care of our daily needs and ensure our campus is well-kept. Show respect and gratitude
 for this service by keeping personal and common spaces clean, especially towards the end
 of your stay.
- 4. Our use and enjoyment of the natural environment here is possible because of the conservation efforts of generations before us, and we are committed to leaving it in the same or better condition for future generations. The principle of "leave no trace," or leaving a space in a better state than it was found, is a basic principle of life at a marine station and is a crucial tenet in the FHL community.
- 5. Others in your living or working group may have differing tolerances of cleanliness, need for quiet, or expectations of privacy. Be open about your own needs as well as receptive and considerate of the needs of others. Begin these conversations early and as often as needed.

B. University Conduct

- 1. I will respect the rights, privileges, property, and privacy of other members of the *University* community and visitors to campus.
- 2. I will refrain from any conduct that would interfere with *University* operations or endanger the health, welfare, or safety of other persons, myself or animals used by persons with disabilities.
- 3. I will refrain from any conduct that, in the *University's* sole judgment, would violate any city, county, state or federal laws. This conduct includes, but is not limited to, theft, robbery, possession of stolen property, damage to or unauthorized possession, use or removal of *University* property, gambling or wagering activities, directing lasers at any person or mode of transportation, and the unauthorized use of any *University* service (e.g., *Husky Card*, building access cards, authorization codes).
- 4. I am subject to the Student Conduct Code for the University of Washington.
- 5. I will comply with the directions of *University* officials and their authorized agents acting in the performance of their duties.
- 6. I will not provide false information to or withhold material information from any *University* staff member or agent acting in the course of their duties.
- 7. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment) even outside the designated Quiet Hours and areas.

- 8. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, drones, balls, Nerf guns and Frisbees within all *University Housing* buildings including, but not limited to, *Rooms, Common Areas*, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.
- 9. I will not commit any act of dishonesty including, but not limited to, personal misrepresentation, knowingly furnishing false information to the *University*, forgery, and the alteration or fraudulent use of documents including electronic documents or instruments of identification (e.g., misuse of electronic mail systems and computers including unauthorized/illegal access to *University*-owned Ethernet connections).
- 10. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
- 11. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyberbullying, intimidation, hazing, pranks and/or other conduct that recklessly or intentionally endangers or threatens the health, safety, or welfare of any person or results in damage to *University* property.
- 12. I will not participate in conduct that violates the *University's* policies regarding sexual misconduct as defined in the Student Conduct Code for the *University of Washington* (Title 478-121 WAC).
- 13. I will not use my *Roommate's* possessions without their prior consent.
- 14. I will not use technology and/or electronic devices to make a video, audio, or photographic recording of any student in the residence halls without their prior knowledge and without their effective consent.
- 15. The *University of Washington* prohibits student organizations and athletic teams from engaging individually or collectively in hazing activities. Information on the dangers of hazing, prevention strategies, and reporting is available on the *UW* Hazing Prevention and Response website: https://www.washington.edu/cssc/hazing-prevention/.

C. Substance Use

- 1. I will not possess, use, purchase or be under the influence of alcohol if I am less than 21 years of age.
- 2. I will not be visibly intoxicated even if I am of legal drinking age.
- 3. I will not knowingly be in the presence of alcohol if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
- 4. I will not provide or serve alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and any guest who is less than 21 years of age is in attendance.
- 5. I will not possess alcohol containers if I am less than 21 years of age.
- 6. I will not possess or consume alcohol in public places including, but not limited to, lounges, *Common Areas* within clusters, study rooms, hallways, entryways, elevators, stairwells, balconies, terraces and decks. If the door of a *Room* is open, the *Room* is considered a public place.

- 7. I will not manufacture or sell alcohol either directly or indirectly.
- 8. I will not display advertisements of alcohol that are visible outside my *Room*.
- 9. I will not possess, share, sell or use kegs, beer bongs, beer balls or other common-source containers of alcohol, nor will I possess a large quantity of alcohol or alcohol containers intended for or used by a group rather than an individual.
- 10. I will not allow possession, consumption or storage of alcohol at any time in my *Room* or apartment if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
- 11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, distribute, transport, or be under the influence of illegal drugs or controlled substances as defined in RCW Chapter 69.50 or United States Code Title 21 Section 802 including, but not limited to, any quantity of marijuana. Possession of a medical marijuana license or prescription does not provide exemption from this policy.
- 12. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
- 13. I will not possess any drug paraphernalia.
- 14. I will not smoke or use electronic cigarettes or vaporizers or permit my guests to smoke or use electronic cigarettes or vaporizers in any *University* building or non-designated smoking area. Smoking on the *University* campus is permitted only in designated areas.

D. Guests

- 1. I understand that only I and my assigned *Roommate* may reside in my *Room,* apartment or cluster.
- 2. I understand that I may be held responsible for any violation of *University* policies, rules, regulations and other standards of conduct by my guests in *University Housing*.
- 3. I will meet my guests at the entrance of my building and accompany them at all times while in the building.
- 4. I will not allow my guests to stay overnight in my *Room* unless I obtain the prior consent of my *Roommate*. I will not pressure my *Roommate* to consent to my guests staying overnight.
- 5. I will not allow my guests to stay overnight more than three consecutive nights and no more than a total of seven nights during my Occupancy Period.
- 6. I will ensure that the presence of my guests will not restrict my *Roommate* from free access to our *Room* or any *Common Area*, or create a situation that would infringe on my *Roommate's* right to remain undisturbed.
- 7. I will not allow my guests to occupy my *Room* unless I am also present.
- 8. The *University* has the authority to require that any guest leave *University Housing and* may prohibit any guest from being on *University* premises. I will cooperate with any request by the *University* that my guests leave, and I agree not to allow anyone who I know to have been prohibited or excluded from *University Housing premises* by the *University* to be present in my *Room* or on *University Housing* premises.

E. Safety and Security

- 1. I will not provide building access to someone I do not know.
- 2. I will not lend or give my *Room* keys to anyone nor will I use the *Room* key of another student or researcher at FHL.
- 3. I will not duplicate or misuse a University key.
- 4. I will not enter any residential *Room* areas within *FHL Residential Housing other* than the one I am assigned to unless I am accompanied by a resident of that community.
- 5. I will not possess candles. (For ceremonial candle use, please contact your Community Manager.)
- 6. I will not burn incense or anything with an open flame or do anything to violate the Seattle Fire Code. (For ceremonial use of incense or sage, please contact your Community Manager.)
- 7. I will not sleep or allow my guests to sleep in the lounges or other Common Areas.
- 8. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
- 9. I will not:
 - Possess, use, manufacture, transport, display, sell or distribute any firearms, electroshock weapons, air-powered guns (e.g., BB guns, air soft guns, pellet guns, paint guns) or other weapons or replicas of any of the above-mentioned items.
 - Possess any knife having a blade longer than three inches that is not used for culinary purposes.
 - Possess any knife having a blade that projects or swings into position by force of a spring (e.g., switchblade).
 - Intentionally wield or brandish any item capable of producing bodily harm in a manner that intimidates another person or warrants fear for safety of another person.
- 10. I will not under any circumstance use outside of the intended purpose, hang anything on, or tamper with any safety device, sign or equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, water pipes, fire extinguishers, alarm systems, asbestos materials stickers, or any areas labeled by an asbestos materials sticker. I will report safety equipment malfunctions to *FHL* staff immediately.
- 11. If I am responsible for fire alarm activation, I may be charged for costs associated with the response by fire safety personnel.
- 12. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
- 13. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
- 14. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.



F. Pets

1. I will not allow or keep any pets or animals on the premises with the exception of fish and not in a tank larger than 3 gallons.

G. Communication and Computing

- 1. I will read all correspondence and information sent by *FHL* to my *provided* email account or mailbox or posted on my *Room* door, and I will promptly respond if requested.
- 2. I will keep my local address and permanent address current through the VSC in the Fernald Main Office.
- 3. I will use *University* computer resources in accordance with all *University* policies and applicable laws including, but not limited to, the *University's* Guidelines for <u>Appropriate Use</u> of *University* Resources.

H. Facilities

- 1. I will not use or possess prohibited equipment or appliances as listed:
 - o Halogen lamps
 - o Space heaters
 - o Air conditioners
 - o All open-flame appliances (e.g., fondue pots)
 - o Open-coil appliances (e.g., toasters, toaster ovens)
 - o Full-size appliances
 - o Dishwashers
 - o Bidets or water spray hoses
 - o Refrigerators
 - o Microwaves
- 2. I will not cook in any lounge, lobby, television room, or other public area except for designated kitchens and kitchenettes.
- 3. I will not leave cooking equipment unattended while in use.
- 4. I will not tamper with or interfere with the operation of security systems, locks or elevators, unlock doors designated to be locked, or prop any door.
- 5. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
- 6. I will keep my *Room* and *Common Areas* clean, orderly and in good condition at all times, and will comply within 24 hours with any *University*-prescribed corrective action. I will be responsible for any charges that result from my failure to keep my *Room* or shared areas clean, orderly or in good condition.
- 7. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
- 8. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.

- 9. I will not display or hang the following items on the exterior of *Room* doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the *Room* number or the peephole.
- 10. I may have artificial, nonmetallic trees and living potted trees and plants in my *Room*. I will not display trees or plants in any lounge or public area.
- 11. I may decorate only with miniature, low-heat producing electric lights that are Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations. LED lights are recommended.
- 12. I will not allow lightbulbs or lighted decorations to come in contact with combustible materials.
- 13. I will turn off all electrical decorations when my *Room* is unoccupied.
- 14. I will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other *Common Area*.
- 15. I will not vandalize, destroy, damage or tamper with or move from their designated locations materials posted by or the property of the *University*, of *University* contractors or vendors, or of other residents or their guests.
- 16. I will not operate, park or store motorcycles or motorized scooters inside any building or on stairwells, patios, porches, walkways, terraces or decks, except in designated areas.
- 17. I will not use my *Room* or any other *University Housing* facility for commercial purposes or financial profit.
- 18. I will place garbage, recyclables and compostable items in specifically designated collection sites.
- 19. I will not install, alter or remove any fixtures, mechanisms or locks in *University Housing* premises. This includes, but is not limited to, removing windows or screens, installing shelves or hooks, damaging walls, painting or paneling surfaces, removing doors, removing drapes or blinds, replacing light fixtures, or tampering with the heating system. I will not paint or make any permanent changes to my *Room* or apartment.