

VETERAN HOUSE LEASE AGREEMENT AND COMMUNITY EXPECTATIONS



PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY
IT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND UNIVERSITY HOUSING

University Housing is dedicated to providing an environment suited to academic and personal growth by promoting a quality of life that respects the rights of individuals and provides opportunities for development through tenants' involvement in their communities.

This lease agreement is based on the established educational goals of the University, consideration for other tenants, health and safety standards, and compliance with established laws and the University policies.

The University of Oregon actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us, and we celebrate the differences that distinguish us. University Housing has an expectation that all tenants will actively participate in creating welcoming communities that value all members without regard to race, color, sex, sexual orientation, gender, gender identity, gender expression, national origin, age, religion, marital status, disability, or veteran status.

Further, University of Oregon is deeply committed to diversity and inclusion and affirms and actively promotes the rights of all individuals to equal opportunity in education and employment at this institution. University of Oregon does not tolerate any type of prohibited discrimination in any of its programs or activities, including employment. Further, it is required by Title IX and other applicable laws not to discriminate on the basis of sex.

Questions regarding Title IX may be referred to the University of Oregon's Title IX Coordinator at 541-346-8136 and titleixcoordinator@uoregon.edu. All other questions regarding prohibited discrimination may be directed to the Office of Civil Rights Compliance at 541-346-3123. Questions regarding Title IX or other forms of prohibited discrimination may also be directed to the U.S. Department of Education, Western Region, Office for Civil Rights, at 206-607-1600 and ocr.seattle@ed.gov.

UNIVERSITY HOUSING 1220 University of Oregon Eugene, OR 97403-1220 housing.uoregon.edu 541-346-4277

University Housing is an equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act. This publication will be made in accessible formats upon request.

TABLE OF CONTENTS

TERMS AND CONDITIONS.....	1
1. AGREEMENT TERM.....	1
2. ELIGIBILITY	1
3. PAYMENTS AND BILLING.....	2
4. ASSIGNMENTS	2
5. POSSESSION AND VACANCY.....	3
6. BREACH AND TERMINATION OF LEASE AGREEMENT	4
7. HOUSING STANDARDS AND EXPECTATIONS	5
8. COMMUNICATION AND PUBLICATION.....	5
9. COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS.....	5
10. DISCLOSURES AND PROVISIONS	6
11. TENANT RIGHTS AND RESPONSIBILITIES	7
12. LANDLORD RIGHTS AND RESPONSIBILITIES	7

TERMS AND CONDITIONS

By signing the signature page of this lease agreement, you, the undersigned (“Tenant”), agree to the terms and conditions of this Lease Agreement (“Lease Agreement,” “Lease”, or “Agreement”). This Agreement grants Tenant an exclusive right of possession and occupancy for a single room (“Unit”) in the house located at 1560 Villard Street, Eugene, Oregon, 97403 (“Veteran House” or “House”). This Agreement obligates the University of Oregon (“Landlord” or “University”) to provide you with housing only as set forth in this Agreement. All portions of the Veteran House remain under the exclusive ownership and control of the University.

1. AGREEMENT TERM

- 1.1. This lease is for is for a fixed-term tenancy that begins on the later of July 1 of the coming academic year (2026-2027), or the date that the Tenant is permitted to take possession of the Unit (“Start Date”). The Lease ends on the following June 30 (“End Date”) without any notice of expiration required. The duration of the tenancy from the Start Date to the End Date is the “Lease Term”.
 - i. If a Tenant is graduating prior to the usual End Date of June 30, the End Date is modified to be the final day of the month of the Tenant’s last class or last exam, whichever is later.
 - ii. Notwithstanding the foregoing, a Tenant who is graduating may stay in the Veteran House through June 30, if:
 1. Landlord approves the extension and Tenant provides proof of enrollment as full-time student in a new program; or
 2. Landlord grants the Tenant permission to stay past graduation.

2. ELIGIBILITY

- 2.1. **GENERAL ELIGIBILITY:** University Housing in the Veteran House is provided on a space-available basis for student(s) (tenant(s)) who meet the following criteria:
 - i. Enrolled at the University of Oregon, a university-affiliated program, or dually enrolled at Lane County Community College (“Full-Time Student”), and:
 1. Full-time graduate student (minimum 9 credit hours per term), or
 2. Full-time undergraduate student (minimum 12 credit hours per term); AND
 3. A veteran as defined by Oregon law.
- 2.2. **PROOF OF ELIGIBILITY:** Tenants must provide proof of eligibility.
- 2.3. **UNDER-ENROLLMENT:** Registered students whose term credit load drops below full-time status at any point within the term will be required to submit an Under-Enrollment Form for review. University Housing will review the submission and determine if the request to remain eligible in housing while not full-time will be approved or denied. Tenants who remain in University Housing but fail to maintain full-time student status, remain responsible for compliance with the terms and conditions of this Agreement. Tenants may not be approved for Under-Enrollment for consecutive terms within the same academic period. Tenants not registered for any classes will not be eligible or approved and must vacate within 72 hours after the last day to add classes, or after their withdrawal from all classes, whichever comes later.
- 2.4. **GOOD STANDING:** Landlord reserves the right to refuse housing assignment(s) to any student (or listed household member) who has been sanctioned under the University Student Conduct Code, has violated the terms of this Agreement, or has a delinquent account for housing-related charges.
- 2.5. **NOTICE OF CHANGES IN TENANT’S STATUS:** Any change in a Tenant’s status that may render a Tenant ineligible to reside in the Unit must be reported to University Housing at <http://housing.uoregon.edu/myhousing> at least ten (10) business days prior to the change.
- 2.6. **SEX CRIMES AND REGISTERED SEX OFFENDERS:** All disclosures must be submitted for review to housingdisclosure@uoregon.edu. For questions regarding the crimes covered by this disclosure requirement, refer to the definition of sex crimes included in ORS 163A.005, or contact the University Housing office.

- i. Tenants, or their household member, who have been convicted of a sex crime (any crime involving unwelcome or otherwise unlawful acts of a sexual nature) or have been required to register as a sex offender, are required to immediately disclose this information as part of the University Housing application process. This requirement extends beyond the submission of this application. Tenants must immediately disclose to University Housing any later conviction (theirs or a household member's) of a sex crime, determination to be a sex offender, or requirement to register as a sex offender that occurs after submitting this application. Tenants are not required to disclose any conviction in Oregon that has been set aside under ORS 137.225 or any conviction in any other jurisdiction that has been set aside by a court of competent jurisdiction.
 - ii. Failure to provide complete and accurate information will result in immediate denial of your application and may result in disciplinary proceedings. The University may contact Tenants for additional information regarding convictions. The University will respond to applications after a full review of the information and circumstances of the conviction.
 - iii. Notifying the University as required in this section is unrelated and does not fulfill any requirement to register under ORS Chapter 163A.
- 2.7. If a Tenant no longer meets these eligibility requirements, they are in material breach of this Agreement. They must vacate the Unit, and the Landlord may terminate this Agreement and take possession of the Unit.

3. PAYMENTS AND BILLING

- 3.1 **SECURITY DEPOSIT:** A \$200.00 security deposit is required when Tenant accepts an offer of housing. The security deposit is held by the Landlord during the tenancy. Landlord may deduct from the security deposit any unpaid rent and the reasonable cost of repairing damage caused by Tenant, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Tenant's student account. Not more than 31 days after termination of the tenancy, the Landlord will refund the balance of the security deposit, if any, to the Tenant's student account and provide a written accounting that states specifically the basis for any deductions. The security deposit is not the Tenant's maximum liability for breach of this Lease Agreement but is merely security the Tenant is required to provide. A list of general repair cost estimates for common household damages can be obtained from the Spencer View Service Center.
- 3.2 **NON-PAYMENT:** Unit offers are not complete and accepted without the security deposit, and students will not be permitted to obtain occupancy to the Unit until offer is accepted.
- 3.3 **PAYMENT INFORMATION AND SCHEDULE:** The Tenant agrees to pay the university in accordance with the rates and payment schedule as specified by the university. Additional information regarding payment, fee amounts, and due dates can be found at <http://catalog.uoregon.edu/admissiontograduation/tuitionfees>. Tenants who cancel this Agreement are subject to termination fees pursuant to Section 6 of this Agreement.
- i. **Rate and Fee Adjustments:** The University's lease rates and fees are approved annually by the University's Board of Trustees. Veteran House lease rates are posted on the University Housing website: <https://apartments.uoregon.edu/pricing>. Lease rates are subject to annual increases. Lease rates are non-negotiable. If this application and Agreement are submitted prior to the Board of Trustees' annual approval, this Agreement's rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.
 - ii. **Dispute of Charges:** In case of errors or questions, Tenants may challenge a charge within sixty (60) days after the first bill on which the suspected error or problem appeared by directing their questions to Student Billing at <https://ba.uoregon.edu/content/billing-account>.
 - iii. **Billing and Payment:** After initial payment upon unit occupancy, monthly Lease payments are assessed on the Tenant's student account on or about the 12th of each month prior to the due date. Payments are due on the first of each month. Payments must be made no less than monthly. A monthly bill notification, with instructions on how to view the bill, will be sent to each Tenant's official University email account. Payments can be made by mail, at the Cashiers Office in the Thompson University Center, or online through DuckWeb using QuickPAY®.
 - iv. **Past Due Amounts:** University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within ten (10) days of the due date. Information, terms and conditions regarding the revolving charge program, and agreement and policy can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to residence hall payments as part of the terms and conditions of this contract, regardless of whether a Tenant has signed the university's revolving charge agreement. Unpaid balances are subject to a 9% interest rate per annum, beginning on the eleventh day of nonpayment, as well as a \$6.00 monthly overdue billing charge. Unpaid charges may lead to removal from the Unit and other costs and charges for collection of the unpaid amount.
 - v. **Withholding and Offset:** The University will withhold and apply any financial aid, as well as all scholarships, grants, fee remissions, and other loans awarded to a Tenant, as an offset payment to all contracted unit charges for the Lease Term.
- 3.4 **UTILITIES:** All utilities in the Veteran House are provided by the Landlord and are paid by the Landlord.
- i. Utilities for the Veteran House included with Rent (paid by Landlord): electricity, water, sewer, trash, recycling, lawn care, television services, ethernet, and furnishings.
 - ii. **Wi-Fi and Internet Connection:** Internet services in the Veteran House are part of the University's campus network. Landlord does not manage internet connectivity, operations, or services. If Tenant experiences issues with their internet service, they may contact ResNet ((541) 346-4223) for limited assistance. In the event of a service outage, other University departments will work to restore service.

4. ASSIGNMENTS

- 4.1. **ASSIGNMENT CONSIDERATIONS:** Unit assignments are based upon date of application, information provided within the application, unit availability, eligibility requirements, and are at the sole discretion of the Landlord. Specific Units are not guaranteed prior to check-in. The foregoing list is not exhaustive. University Housing cannot guarantee it can meet all

requests or preferences. False information provided in the application may be grounds for reassignment within, or removal from, University Housing.

- i. **Accommodations:** Adapted facilities may available to accommodate Tenants with disabilities. Applicants with qualifying disabilities have the right to request reasonable accommodations or modifications to this Agreement. Requests can be made by contacting the Accessible Education Center (AEC) at 541-346-1155 or by e-mail at uoaec@uoregon.edu and submitting proper documentation by the deadline. University Housing cannot proceed with housing accommodations without direction from the AEC office.
 - ii. **Occupancy Requirements:** Occupancy for each unit is limited to one person. Unless otherwise required or permitted by the University, Tenant must:
 1. Continue residing in the Unit to which the Tenant is assigned; and
 2. Be the sole occupant of that Unit.
- 4.2. **APPLICATION TIMELINE:** To best accommodate efficient educational timelines and priorities, the following application timeline limitations are in place:
- i. April 1 – September 30:
 1. Only applications with a desired move-in date on or before September 30 can be submitted, OR;
 2. Applications on July 1 or after will be able to submit if the desired move-in date is within 90 days of today's date.
 - ii. October 1 - March 31:
 1. Only applications with a desired move-in date within 90 days of today's date can be submitted.
 - iii. Application desired move-in dates will be treated in the following order:
 1. Applications that have a desired move-in date of 30 days or less will be prioritized with the priorities listed in section 4.3.i.
 2. Applications that have a desired move-in date of 31-60 days of unit availability will be considered with the priorities listed in section 4.3.i after all 30 days or less considerations.
 3. Applications that have a desired move-in date of 61-90 days of unit availability will be considered with the priorities listed in section 4.3.i after all 60 days or less considerations.
- 4.3. **PRIORITY:** Priority for all Family Housing and University Apartments' facilities is primarily established by the date of the completed application. The university's acceptance of this application does not guarantee assignment. Eligibility will be verified prior to assignment. The university reserves the right to cancel Agreements and Unit assignments of Tenants declared academically ineligible, as stated in section 2 of this Agreement.
- i. Assignment priority for Veteran's House is as follows:
 1. Renewing Tenants,
 2. New Tenant applications
- 4.4. **RENEWAL:** Renewing for subsequent Lease Terms must be finalized before March 1 of the current Lease Term. Failure to indicate renewal through the University Housing renewal process by March 1 of each year may result in the inability to renew at the conclusion of the current year's Lease Term.
- i. Tenants offered new occupancy within this current Lease Term after March 1, will also be offered renewal for the subsequent Lease Term immediately upon check-in to their Unit.
- 4.5. **UNIT CHANGE:** Tenant may request a change of Unit through applicable form request on <https://housing.uoregon.edu/myhousing>. All Tenant requests to change Units are subject to approval by Landlord at Landlord's sole discretion.
- i. Tenants granted a Unit change must submit a Vacate Request on <https://housing.uoregon.edu/myhousing> for their current/previous Unit prior to relocation to their new Unit.
 - ii. **Delay Fee:** Tenant must pay the Unit rent rate for both Units until Tenant has fully relocated to new Unit and completed check-out for previous unit.
- 4.6. **TEMPORARY REASSIGNMENT:** In the event of unforeseen damage to the Unit, repairs needed to the Unit, emergency, circumstances affecting the health and safety of the Tenants or the Family Housing and University Apartments community, or other circumstances rendering the Unit uninhabitable, to the extent permissible under Oregon law, Tenant must vacate the Unit immediately upon notice from Landlord. Landlord may provide Tenants with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. In addition, Landlord may, with Tenant's consent, permanently reassign Tenant to a new Unit or terminate this Agreement.

5. POSSESSION AND VACANCY

- 5.1. **CHECK-IN:** Each Tenant must complete the check-in process prior to residing in their assigned unit.
- i. **Check-In Process:** The check-in process includes arrival on-campus, taking possession of assigned Unit, obtaining keys from University Housing staff, and completing all necessary paperwork as provided by University Housing ("Check-In"). Tenant will not be permitted to check-in until they have signed this Agreement.
 1. By completion of check-in, Tenant accepts the condition of the Unit and its contents at the time of check-in. The condition of the Unit and its contents at time of check-in is the standard for the condition of the Unit and its contents at the termination of occupancy.
- 5.2. **COMMON AREAS:** All areas in or around the House that are not subject to any Tenant's exclusive right of possession and occupancy are the common areas ("Common Area"). Subject to the provisions of this Agreement, all Tenants, including their guests, and invitees, have the nonexclusive right to use the Common Area jointly with other Tenants, household members, guests, and invitees. All tenants of the House are jointly and severally responsible and liable for the control, custody, and

management of the Common Area, including responsibility for damage caused to the Common Area pursuant to Section 11 of this Agreement.

- 5.3. **EXTENDED ABSENCE:** Tenant is required to notify the Landlord of any anticipated absence of the Tenant in excess of seven (7) days. Tenant provides notification by submission of the Travel Plans form available through <https://housing.uoregon.edu/myhousing>. During such absence, the Landlord may enter the Unit when reasonably necessary.
- 5.4. **TRANSFERABILITY OF LEASE AGREEMENT:** This Agreement may not be assigned or sublet without the written consent of Landlord. This Agreement is voidable at the option of Landlord if the Tenant assigns this Agreement without the Landlord's written consent. Landlord will not consider a Tenant's request to assign this Agreement to another Tenant unless:
- i. the recipient Tenant has resided in the Unit for at least three (3) months prior to the transfer request,
 - ii. the Agreement has not been transferred previously within the same Unit,
 - iii. the recipient Tenant's housing account is current for all payments due,
 - iv. the recipient Tenant submits an application available online at <http://housing.uoregon.edu/myhousing>
 - v. the recipient Tenant meets all eligibility requirements, and
 - vi. the recipient Tenant pays a non-transferrable security deposit.
- Notwithstanding the foregoing, Landlord's consent to any assignment is discretionary. In the event the Landlord provides express written consent for the transfer, the Unit must be inspected prior to transfer.
- 5.5. **CHECK-OUT:** Tenant must complete the check-out process prior to leaving their Unit either upon End Date or at the end of the Lease Term. This also includes, but is not limited to, check-out upon change of Unit and termination of this contract by the Tenant or Landlord.
- i. **Check-Out Process:** The check-out process includes the following ("Check-Out"):
 1. notifying Landlord of intent to leave the Unit by submitting a Vacate Request at <https://housing.uoregon.edu/myhousing>,
 2. participating in pre-vacate inspection with University Housing Facilities staff,
 3. completing the Check-Out checklist available at <https://housing.uoregon.edu/myhousing> or designated Housing Service Center,
 4. removing all personal belongings and cleaning the Unit,
 5. contacting utility providers to take accounts out of your name, and
 6. returning keys to designated Housing Service Center during business hours.
- 5.6. **ABANDONED PROPERTY:** Landlord will dispose of any personal property left by Tenant after Vacate pursuant to ORS 90.425. Any unclaimed mail and/or packages left in the Tenant's assigned mailbox or designated parcel locker, will be returned to sender in a manner consistent with applicable authorities.
- 5.7. **MAILING ADDRESS:** Upon Check-Out, Tenants are responsible for keeping University records up to date with their current physical address, email address, and phone number until all liabilities and claims are paid.

6. BREACH AND TERMINATION OF LEASE AGREEMENT

- 6.1. **BASIS FOR TERMINATION:** The Tenant may withdraw their application and cancel or terminate this Agreement subject to the following provisions. The Landlord reserves the right to cancel or terminate this Agreement under any of the conditions described herein. Any refunds for payments will be made in accordance with the provision of this Agreement.
- i. **Termination by Expiration:** Unless Tenant or Landlord terminate this Agreement earlier, this Agreement will expire and terminate on its own terms on the last day of the Lease Period.
 1. **New Lease Agreement:** Subject to Tenant's eligibility under Section 1 and the consent of Landlord, which may be withheld for any lawful reason, a Tenant may apply for a new Lease Agreement upon the expiration of this Agreement. A Tenant who wishes to enter into a new Lease Agreement must execute a new Lease Agreement for the following academic year on or before June 30 of each year. Notwithstanding Tenant's execution of a new Lease Agreement, this Agreement expires at the end of the Lease Period.
 - ii. **Termination by Tenant**
 1. **Prior to Occupancy:** Tenants who terminate this Agreement prior to the start of their tenancy must submit a notice of Termination to the Landlord via My Housing ("Termination Notice") prior to July 1. The Tenant may receive a refund of their housing deposit.
 2. **During Occupancy:** Tenants who terminate this Agreement after the start of their occupancy on July 1 must submit a Vacate Request through <http://housing.uoregon.edu/myhousing> at least 30 days prior to vacating the Unit. Tenant must vacate by the day indicated in the Vacate Request.
 - a. Tenant is responsible for all rent and charges incurred or assessed up to and including the last day of the 30-day period, except that rent will be prorated if the Tenant vacates the Unit and the Unit is rented prior to the conclusion of the 30-day period.
 - b. If the Tenant vacates the Unit prior to the conclusion of the 30-day period, the Landlord will make reasonable efforts to re-let the Unit. If the Landlord rents the Unit after the Tenant vacates but before the conclusion of the 30-day period, this Agreement terminates as of the date the new tenancy begins. In addition to the rent described in this section, Tenant may also be subject to a termination fee.
 - iii. **Termination by Landlord:**
 1. If Tenant materially breaches this Agreement, Landlord may terminate this Agreement by providing 30 days' written notice to Tenant, unless a shorter notice period is otherwise permitted under ORS Chapter 90. Subject to ORS Chapter 90, Landlord may terminate this Agreement upon 24 hours' notice if it determines that Tenant poses a health and safety risk to other Tenants residing in the Veteran House or any other members of the University community. Material breaches include, but are not limited to:
 - a. failure to pay rent,

- b. meet eligibility requirements,
 - c. comply with the Student Conduct Code, or
 - d. comply with Housing Standards.
- 6.2. **TERMINATION FEES:** The Tenant and Landlord acknowledge that, if the Tenant terminates this Agreement, vacates, or abandons the Unit: the amount of the University's losses or damages likely to be incurred is incapable or is difficult to precisely estimate, and the termination fee bears a reasonable relationship to the losses likely to be incurred.
- i. Except when prohibited under ORS 90.302(e) and 90.453(2), 90.472, or 90.475, if Tenant terminates this Agreement or vacates, or abandons the Unit after the start of their occupancy on July 1 and remains enrolled in classes at the University, Tenant agrees to pay a termination fee equal to one and one-half months' rent in addition to remaining rent and charges described in section 6.1.ii.2. Tenants who are no longer enrolled in classes upon termination of this Agreement are not subject to this termination fee.
 - ii. **Petitions:** Tenants may have the right to petition termination fees, as outlined below. All requests for cancellation or termination of this Agreement must be completed through the appropriate form at <https://housing.uoregon.edu/myhousing>.
- 6.3. **LANDLORD'S REMEDIES:** In addition to any remedies set forth in this Lease Agreement, the Student Conduct Code, and University Policy 571-022, Landlord has all available remedies in law or in equity in the event of Tenant's failure to comply with this Lease Agreement. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Tenant or obtain damages as provided by law.
- 6.4. **COURT COSTS:** In the event filing fees, service fees, or court costs are incurred by the University for a forcible entry and detainer action, these expenses will be added to the Tenant's student account and the Tenant will have an obligation to reimburse the University for these expenses unless an appropriate contrary order or final judgment is entered by the court.

7. HOUSING STANDARDS AND EXPECTATIONS

- 7.1 **REPORTING UNSAFE OR ILLEGAL BEHAVIOR:** The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Tenants should report any unsafe or illegal behaviors to University Housing staff, including the following: unwanted and nonconsensual sexual behavior, sexual assault, suicidal thoughts and attempts, self-harm, alcohol poisoning, drug abuse, trespassing, weapons, eating disorders, harassment, discrimination, domestic violence, theft, vandalism, tampering with fire service and fire protection features, initiating false alarms, and playing with or setting fires. University Housing staff will, when appropriate, share this information with university officials to resolve the matter. This may include sharing the information with, if necessary, the University of Oregon Fire Marshal's Office and University of Oregon Police Department.
- 7.2 **HOUSING EXPECTATIONS:** University Housing's expectations serve to provide a safe environment conducive to sleep, study, and socializing. Violations may result in fines, removal from the Veteran House, and other disciplinary action by University Housing and/ or the Office of Student Conduct and Community Standards. To ensure Tenant awareness of these expectations, and for ease of reference, links to websites detailing these expectations can be found below. University Housing will also provide information regarding these standards upon Check-In. Tenant must comply with University Housing's required expectations, which include:
- i. The University Student Conduct Code (<https://studentlife.uoregon.edu/conduct>)
 - ii. University Housing Standards found on this page (<https://housing.uoregon.edu/myhousing-resources>)
 - iii. University policies (<https://policies.uoregon.edu>)
 - iv. The City of Eugene's noise ordinances (https://eugene.municipal.codes/EC/04_AdvertisingNoiseMaking)
 - v. All applicable state and federal laws
- Any enforcement processes or procedural protections found in the Student Conduct Code and City of Eugene ordinances referenced in this Section 7.2 are not a part of or incorporated into this Agreement.

8. COMMUNICATION AND PUBLICATION

- 8.1. **UNIVERSITY EMAIL:** University students are assigned a university email account. This email is the official form of communication from the university to the Tenant. Tenants are required to check their email on a frequent and consistent basis to ensure receipt of important university communications. Use of university email account is governed by university policies, including the University's policy on the Use of Email for Official and Mass Communications, found at <https://policies.uoregon.edu/use-email-official-and-mass-communications>.
- 8.2. **TEXT MESSAGING:** University Housing may utilize text-messaging platforms to communicate with Tenants regarding important information. Tenants may opt-out of this communication through the application process.
- 8.3. **RECEIPT OF MAIL:** Mailboxes are assigned per Unit. All mail received for Tenant (and/or household members) will be placed in the Unit's assigned mailbox, or a designated parcel locker. Any mail and/or packages received after the Tenant has checked-out will be returned to sender (if applicable). Mail service may be interrupted or suspended during breaks between terms. Mailboxes or parcel lockers are official mailboxes of the U.S. Postal Service and subject to the laws applicable to the use of U.S. mail. Violations of U.S. postal regulations will be reported to the U.S. Postal Service, and the individual will be referred to the Student Conduct System. Tenants are required to check their mailboxes on a frequent and consistent basis to ensure receipt of important University communications.

9. COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS

- 9.1. **CONTRACT TERMS:** The University may need to implement health and safety measures during the Lease Term. Below are some health and safety requirements that the University may implement. If any of the terms listed below conflict with other terms in this Agreement, the terms below control and supersede any conflicting terms. Landlord may issue an addendum to this Agreement adding, detailing, or changing requirements for Tenants related to health risks as a condition of living in the

Veteran's House. Congregate living situations inherently involves an increased risk for infectious disease. University Housing works with University Health Services, University of Oregon, and Lane County Public Health to reduce risk but can never reduce risk to zero.

- i. **University Health and Safety Regulations:** Tenants must comply with the University's health risks regulations, as well as all public health laws, orders, rules, regulations, and guidance adopted by the University. Tenants must comply with these requirements in all locations in the Veteran's House. In addition to being required and enforced under this Agreement, the University's regulations are also enforced through procedures established by the University's Office of Student Conduct and Community Standards.
- ii. **Prohibited Hazards:** Tenants are prohibited from creating health or safety hazards in the Veteran's House, including, but not limited to, behavior that poses an unreasonable risk to the health and safety of university employees, Tenants, or guests.
- iii. **Tenant Quarantine or Isolation:** Certain infectious diseases will require isolation to reduce spread. Certain infectious diseases do not require isolation and in these circumstances, Tenants must follow recommendations/requirements to reduce spread to their close contacts (hygiene, masking, distancing, etc.). If the University experiences an infectious disease outbreak, various isolation plans may be required. This may include an isolate-in-place plan for certain infections, and under these circumstances, the infectious individual and their roommates may be asked to provide informed consent to remain in their Unit.
- iv. **Dining Services:** Dining services may be modified at the discretion of University Housing due to public health concerns. For example, University Housing may limit the occupancy of dining halls, limit the amount of time students may spend within dining halls, or make other operational adjustments as needed. University Housing meal plans may also be modified.
- v. **Termination for Safety:** Upon reasonable notice to Tenants and consultation with public health authorities, University Housing may terminate this Agreement to reduce health risks. Termination of this Agreement may be necessary to further reduce residential density, to expand emergency housing capacity, due to inability to find alternative housing for Tenants who need relocation, to close one or all the University Housing facilities, or to take other actions in the interest of public health and safety. If, at any time, the university closes Family Housing and University Apartments, and requires all Tenants to leave campus for the remainder of this Lease Term, Tenants will not be charged for the remaining, canceled portion of the Lease Term.
- vi. **Remote Courses:** The University, the State of Oregon, or a public health authority may decide, at any time, that education for the academic year will be provided either primarily or exclusively via remote instruction. This Agreement will remain in effect regardless of the University's mode of delivery of education.
- vii. **Acknowledgment of Risks:** Although Landlord is implementing health and safety measures to reduce the risks associated with communicable diseases, and other health risks within Family Housing and University Apartments, Landlord cannot eliminate the possibility of exposure to or infection with communicable diseases or other health risks.
 1. By signing this Agreement, the Tenant acknowledges the contagious nature of communicable diseases, and other potential health risks, and the risk of exposure to or infected with communicable diseases, or other health risks while living in Family Housing and University Apartments despite any health and safety measures Landlord could implement and that such exposure or infection may result in personal injury, illness, disability, or death.

10. DISCLOSURES AND PROVISIONS

- 10.1 **ASBESTOS DISCLOSURE:** Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Tenants should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their Units, because this may release dust that may contain asbestos. Walls are inspected prior to Tenant arrival to ensure that they are in good repair and pose no hazard. Maintaining the walls in the condition they are in at check-in will ensure safety. Questions about asbestos or any potentially hazardous substances may be directed to University Housing.
- 10.2 **LEAD DISCLOSURE:** The University of Oregon manages a voluntary drinking water monitoring program for campus buildings, including housing units. The university regularly tests water fixtures commonly used for drinking and cooking, such as drinking fountains and dispensers, and sink faucets in bathrooms, break rooms, and kitchen prep areas. When levels of lead from these fixtures exceed EPA- recommended levels for schools and childcare facilities, the university removes those fixtures from use, provides Tenant alternative water sources, and makes repairs until tests are below EPA-recommended levels. Tenants will be notified throughout this process. More information is available on the university's drinking water monitoring program. <https://safety.uoregon.edu/drinking-water-monitoring>.
- 10.3 **MOLD AND MILDEW DISCLOSURE:** The University regularly inspects units for mold and mildew prior to occupancy of spaces; however, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated. Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew, or other fungal growth. Tenant agrees to take the appropriate steps to prevent mold, mildew, and other fungi from growing in their space. If the Tenant's conduct results in excess humidity or moisture, the Tenant agrees to regularly maintain their space in a manner that will reduce the likelihood of mold, mildew, or fungi from growing. Some examples include:
 - i. Clean bathroom, kitchen, and other surfaces and walls with products that inhibit growth of mold, mildew, or other fungi.
 - ii. Clean and dry any visible moisture on windows, walls, and other surfaces including personal property as soon as the condition occurs.
 - iii. Use bathroom fans while bathing or showering, kitchen fans while cooking, and other fans when water is in use. Continue using the fan for 30 minutes after the activity concludes.
 - iv. Report any issues with bathroom or kitchen fans in a Fix It request immediately.

- v. Take steps to prevent water from entering the unit such as closing windows while raining.
 - vi. Open windows during dry times to allow cross ventilation to occur.
 - vii. Submit a Fix It request immediately if mold, mildew, or fungi is noticed and cannot be removed by products intended to inhibit growth of mold, mildew, and fungi.
- 10.4 **GOOD FAITH:** Every duty and every act that must be performed under this Lease Agreement imposes an obligation of good faith in its performance or enforcement.
- 10.5 **LIMITATION OF DAMAGES:** In no event, including negligence or strict liability, shall the University of Oregon be liable for: (1) damages that exceed the amount paid by the Tenant under this Agreement; or (2) incidental, consequential or indirect damages.
- 10.6 **CONTROLLING TERMS:** If any part of this Agreement conflicts with applicable law or University policy, such law or policy supersedes the terms of this Agreement. If any part of this Agreement conflicts with University Housing rules or procedures, the terms of this Agreement supersede such rules or procedures.
- 10.7 **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without resort to any other jurisdiction's conflict of laws, rules, or doctrines. Any dispute, claim, action, or suit between the University and Tenant arising out of or related to this agreement shall be governed by Oregon law and shall be litigated in Lane County Oregon. Tenant consents to personal jurisdiction in Oregon.
- 10.8 **ENFORCEABILITY:** If any portion of this contract is deemed void, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this contract shall remain valid and enforceable.
- 10.9 **ENTIRE AGREEMENT:** This Agreement and the addenda, laws, rules, policies, and documents referenced or included herein are the entire Agreement between the parties. No amendments or additional or differing terms thereto are binding unless in writing and signed by both parties.

11. TENANT RIGHTS AND RESPONSIBILITIES

- 11.1. The terms and conditions of this Agreement are subject to the Landlord's and Tenant's rights and obligations described in ORS chapter 90. To the extent that any term or condition of this Agreement conflicts with an applicable requirement of ORS chapter 90, the applicable requirements of ORS chapter 90, or as applicable, any municipal ordinances or requirements of the Landlord-Tenant relationship, control and supersede this Agreement.
- 11.2. **REASONABLE PRIVACY AND ACCESS:** Tenants have a right to reasonable privacy and are protected against unreasonable searches of their Unit. University Housing staff may enter a Tenant's Unit without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared. Landlord must give at least a 24-hour notice before entering the Unit and then may only enter at reasonable times and in a reasonable manner. Landlord will not abuse the right of access nor use it to harass. Maintenance (Fix It) requests initiated by the Tenant constitute permission to enter the Tenant's Unit to perform needed maintenance in that Unit.
- 11.3. **TENANT LIABILITY:** Tenant will reasonably care for the House, Unit, Common Areas, furnishings, appliances, and fixtures; maintain sanitary and safe conditions acceptable to the Landlord; and abide by the terms and conditions of this Agreement.
- 11.4. **DAMAGES:** Tenant will be liable for actual charges for cleaning, repair of damage, abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Tenants, or other loss, other than ordinary wear and tear, incurred to the House, Unit, Common Areas, furnishings, appliances, and fixtures (hereafter referred to collectively as "Damage") caused by Tenants or their guests':
- i. acts or omissions; or
 - ii. failure to abide by the terms and conditions of this Agreement. Tenant agrees to pay such damages to the University upon demand.
- 11.5. **JOINT AND SEVERAL LIABILITY:** Tenants are to be jointly and severally liable for any Damage that occurs within the Common Areas. If Damage to the Common Areas cannot be traced to a specific Tenant, guest, or group but was in substantial part caused by Tenant, guest, or group acting from within the House, all Tenants will be charged collectively for the Damage. This is referred to as the "Group Damages" charge on university billing statements.
- 11.6. **PETITIONS:** Tenants have the right to petition for a waiver of all or part of their obligations under this Agreement in the event of exceptional circumstances. Petitions are available online at <http://housing.uoregon.edu/myhousing>. Landlord will only consider a petition if the Tenant's University Housing account is current and in good standing. Notwithstanding the foregoing, Landlord's consent to waive any obligation is discretionary. Petition decisions are final. Charges because of fire and safety infractions may not be petitioned.

12. LANDLORD RIGHTS AND RESPONSIBILITIES

- 12.1. **SERVICES:** Landlord will keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. Landlord will provide services, including, but not limited to:
- i. physical facilities, including appliances, in standard repair,
 - ii. effective water and weather protection,
 - iii. plumbing conforming to applicable code and maintained in good working order,
 - iv. adequate heating,
 - v. an electrical system conforming to applicable code and maintained in good working order,
 - vi. adequate receptacles for the removal of garbage (exception of East Campus houses),
 - vii. an approved and adequate water supply system capable of supplying hot and cold water; and
 - viii. working locks for all outside doors and keys for Tenant.
- 12.2. **CONDITIONS BEYOND LANDLORD'S CONTROL:** Landlord is not responsible for any damages or losses incurred due to the loss or reduction of services due to circumstances beyond Landlord's control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers' employees, and on- or off-campus utility interruptions. Landlord is

not responsible for and will not allow cancellation of this Agreement or reduced fees for, construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to Family Housing and University Apartment facilities.

- 12.3. **PEACEFUL ENJOYMENT:** The Landlord is not responsible for any annoyance or disruption to Tenants resulting from noise created by external sources (e.g. private businesses, public services, construction, and University or community events).
- 12.4. **PERSONAL PROPERTY LIABILITY:** Landlord is not liable for theft, loss or damage to personal property belonging to Tenants or guests in Unit, including grounds associated with unit (yard, balconies/porches, patios, etc), public areas, laundry, or elsewhere; unless loss or damage is caused by the willful misconduct or gross negligence of Landlord. It is the Tenants' responsibility to keep their Units locked at all times. Landlord's liability is subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.
- 12.5. **MANDATORY REPORTERS:** All University Housing employees, including student leaders and staff, are mandated reporters of child abuse. All University Housing employees are also required to report prohibited discrimination, including sexual harassment and assault. For information regarding who is required to report prohibited discrimination and confidential resources, please the University's websites for
- victim assistance (<https://safe.uoregon.edu>),
 - prohibited discrimination and retaliation policy, (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation>),
 - employee reporting categories and responsibilities (<https://investigations.uoregon.edu/employee-responsibilities>).

13. ADDENDUM FOR VETERAN HOUSE

13.1. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

- University Housing has been applying lead-free paint to its apartments and houses for many years. However, the underlying paint is known to have lead. All East Campus houses were built prior to 1978 and are known to contain lead-based paints. Many of the painted surfaces have been sampled and have been identified as having lead.
 - Tenant will not saw, sand, grind, puncture, or disturb any surface. Tenants who live in East Campus housing built prior to 1978 will also receive:
 - any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the underlying Unit; and
 - a lead paint disclosure addendum.
- 13.2. **PETS:** Notwithstanding any other terms of this Agreement, except as provided by UO Policy 571-050-0025 and other applicable laws, animals are not allowed. Tenants with disabilities who may require an exception to this prohibition on animals should contact the Accessible Education Center (AEC) at 541-346-1155 or by e-mail at uoaec@uoregon.edu. Tenants will be provided with additional expectations if an animal is approved as an Emotional Support Animal.

13.3. GROUNDS:

- The Tenant is responsible for day-to-day care, cleanliness, and sanitation of porch areas, front yards, backyards, and lawn areas. Maintenance of outdoor areas that fail to meet requirements and results in work performed by housing staff is a violation of the Veteran House regulations and subject to fees.
- Vegetable gardening is only permitted in the backyard areas. Vegetable gardens may not be located within eight (8) feet of a structure.
- Household and personal items are prohibited from being stored or displayed on front porches and front lawn areas (including parking areas and driveways). These items include but are not limited to, appliances, signs, "yard art," bicycles, children's play toys, tents, swimming pools, outdoor grills, laundry, yard sales, filled trash bags and recyclables, bird feeders, large flowerpots, and satellite dishes. Any patio furniture used on the front porch must be designed for that use and may not be used on the lawn area. Upholstered furniture not designed for outdoor use is prohibited in all areas outside of the house.
- Swimming pools are permitted in the backyards only. If they exceed a depth of eighteen (18) inches, they must be enclosed in a fenced backyard area with a minimum fence height of four (4) feet. Temporary fencing is not permitted pursuant to the Eugene City Code. Any grass damaged by the use of a swimming pool may result in a charge to the student account upon move out.
- Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.
- Should the condition of the property require preventive, emergency, or restorative maintenance, the Tenant accepts responsibility for any resulting utility charges that may appear on the Tenant's utility bill. University Housing will provide yard maintenance without Tenant approval as necessary. If this occurs, it is a violation of Family Housing and University Apartments regulations and subject to fees.
- Barbecues: Tenant will not use grill near any structures and will allow charcoal briquettes to cool in the grill and dispose when cool. Tenant will not dispose of briquettes on surrounding grounds or landscaping.

13.4. **MOTOR VEHICLES AND PARKING:** Parking is restricted to designated parking spaces and areas and will not obstruct sidewalks, entryways, driveways, and fire lanes.

- Parking is prohibited on lawns.
- Landlord makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Tenant should contact UO Department of Transportation Services and the City of Eugene about parking regulations that may change annually.
- Motor homes, trailers, boats, ATVs, etc., vehicles without current license plates, and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's Check-in date or five days prior to a Tenant's check-out date.

13.5. **USE OF ATTICS AND BASEMENTS:** The House's attic and basement are closed to Tenant use. Tenants are prohibited from accessing such secure areas. University Housing staff will conduct periodic preventative maintenance inspection of all basements and attics. Tenants will be notified at least 24 hours in advance.

[Electronically Signed on My Housing]