

# UNIVERSITY HOUSING | UO PORTLAND

## CONTRACT AND COMMUNITY EXPECTATIONS



**PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY**  
IT IS A LEGAL AND BINDING CONTRACT 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 residents' involvement in their communities.

This contract is based on the established educational goals of the University, consideration for other residents, 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 residents 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](mailto: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](mailto:ocr.seattle@ed.gov).

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## TERMS AND CONDITIONS

By signing the signature page of this contract, the undersigned (“Resident”), agree to the terms and conditions of this University Housing, University of Oregon Portland Contract (“**Contract**”). This is not a lease. Neither this contract nor the occupancy of space in University Housing is subject to the “Oregon Residential University Housing and Resident Act”. This contract creates no right to occupy a specific bedroom (“**Room**”) in a unit (“**Unit**”) or a specific Unit within the NE 27<sup>th</sup> Ave or Holman Street Apartments (“**Apartments**”). This Contract is solely between Resident and the University and is nontransferable. All portions of University Housing’s, University of Oregon Portland Housing (“**UO Portland Apartments**”) remain under the exclusive ownership and control of the University of Oregon. The University of Oregon and those acting on its behalf or at its request may, when warranted, remove any person from UO Portland Apartments without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this contract. This contract is nontransferable and may not be assigned, subleased, or delegated to any third party.

This Contract may be signed electronically by the Resident if they are 18 years of age or older without a parent or guardian’s signature. If the Resident is under 18 years of age, a parent’s or guardian’s signature is required.

### 1. CONTRACT TERM

- 1.1. This contract is for a fixed-term residency that begins on the later of July 1 of the coming academic year (2026-2027), or the date that the Resident is permitted to take possession of the Unit (“**Start Date**”). The Contract ends on the following June 30 (“**End Date**”) without any notice of expiration required. The duration of the residency from the Start Date to the End Date is the “**Contract Term**”.
  - i. If a Resident 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 Resident’s last class or last exam, whichever is later.
    - 1. Notwithstanding the foregoing, a Resident who is graduating may stay in UO Portland Apartments through June 30 if:
      - a. University Housing approves the extension, and the Resident provides proof of enrollment as a full-time resident in a new program; or
      - b. University Housing grants the Resident permission to stay past graduation.

### 2. ELIGIBILITY

- 2.1. **GENERAL ELIGIBILITY:** University Housing in UO Portland Apartments is provided on a space-available basis for student(s) (Resident(s)) who meet the following criteria:
  - i. Enrolled at the University of Oregon, UO Portland, UO Online, a university-affiliated program, or dually enrolled at Lane 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 not required to live in Residence Halls.
  - ii. Student(s) Resident(s) living in UO Portland Apartments must pay the mandatory Portland State University Student Health and Counseling Center (SHAC) Health Fee each term of their residency.
- 2.2. **PROOF OF ELIGIBILITY:** Residents 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. Residents who remain in University Housing but fail to maintain full-time student status, remain responsible for compliance with the terms and conditions of this

Contract. Residents may not be approved for Under-Enrollment for consecutive terms within the same academic period. Residents 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:** University Housing reserves the right to refuse housing accommodations to any student who has been sanctioned under the University Student Conduct Code, has violated the terms of this Contract, or has a delinquent account for housing-related charges.
- 2.5. **NOTICE OF CHANGES IN RESIDENT'S STATUS:** Any change in a Resident's status that may render a Resident 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](mailto: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 University Housing office.
  - i. Residents 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 University Housing application process. This requirement extends beyond the submission of this application. Residents must immediately disclose to University Housing any later conviction of a sex crime, determination to be a sex offender, or requirement to register as a sex offender that occurs after submitting this application. Residents 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 Resident 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 Resident no longer meets these eligibility requirements, they are in material breach of this Contract. They must vacate the Unit, and University Housing may terminate this Contract and take possession of the Unit.

### 3. PAYMENTS AND BILLING

- 3.1 **SECURITY DEPOSIT:** A \$200.00 security deposit is required when Resident accepts an offer of housing. The security deposit is held by the University Housing during the residency. University Housing may deduct from the security deposit any past due housing payments and the reasonable cost of repairing damage caused by Resident, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Resident's student account. Not more than 31 days after termination of the residency, the University Housing will refund the balance of the security deposit, if any, to the Resident's student account and provide a written accounting that states specifically the basis for any deductions. The security deposit is not the Resident's maximum liability for breach of this Contract but is merely security the Resident is required to provide. A list of general repair cost estimates for common household damages can be obtained from University Housing.
- 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 Resident 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>. Residents who cancel this Contract are subject to termination fees pursuant to Section 6 of this Contract.
  - i. **Rate and Fee Adjustments:** The University's apartment rates and fees are approved annually by the University's Board of Trustees. Rates are posted on University Housing website: <https://pdx.uoregon.edu/housing/apartments>. Rates are subject to annual increases. Rates are non-negotiable. If this application and Contract are submitted prior to the Board of Trustees' annual approval, this Contract'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, Residents 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 payments are assessed on the Resident'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 Resident'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 Contract and policy can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to UO Portland Apartments payments as part of the terms and conditions of this contract, regardless of whether a Resident has signed the university's revolving charge Contract. 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 Resident, as an offset payment to all contracted unit charges for the Contract Term.

- 3.4 **Wi-Fi and Internet Connection:** Internet services in UO Portland Apartments is part of the University's campus network. University Housing does not manage internet connectivity, operations, or services. If Resident 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 University Housing. 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 be available to accommodate Residents with disabilities. Applicants with qualifying disabilities have the right to request reasonable accommodations or modifications to this Contract. Requests can be made by contacting the Accessible Education Center (AEC) at 541-346-1155 or by e-mail at [uoaec@uoregon.edu](mailto: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 is limited to one (1) person per bedroom. Unless otherwise required or permitted by the University, Resident must:
    1. Continue residing in the Unit to which the Resident is assigned, and
    2. Be the sole occupant of the room assignment.
- 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 University Housing, University of Oregon Portland facilities is primarily established by the date of the completed application. Subject to the provisions of this Contract and availability, the University agrees to provide Resident with space in UO Portland Apartments. 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 Contracts and Unit assignments of Residents declared academically ineligible, as stated in section 2 of this Contract.
- i. Assignment priority for UO Portland Apartments is as follows:
    1. Renewing current Residents,
    2. New UO Portland Resident applications,
    3. New UO Online Resident applications,
    4. New Resident applications
- 4.4. **RENEWAL:** Renewing for subsequent Contract Terms must be finalized before March 1 of the current Contract Term. Failure to indicate renewal through 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 Contract Term.
- i. Residents offered new occupancy within this current Contract Term after March 1, will also be offered renewal for the subsequent Contract Term immediately upon check-in to their Unit.
- 4.5. **UNIT CHANGE:** Resident may request a change of Unit through applicable form request on <https://housing.uoregon.edu/myhousing>. All Resident requests to change Units are subject to approval by University Housing at University Housing's sole discretion.
- i. Residents 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:** Resident must pay the Unit rate for both Units until Resident 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 Residents or the University of Oregon Portland community, or other circumstances rendering the Unit uninhabitable, to the extent permissible under Oregon law, Resident must vacate the Unit immediately upon notice from University Housing. University Housing may provide Residents with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. In addition, University Housing may, with Resident's consent, permanently reassign Resident to a new Unit or terminate this Contract.

- 4.7. **ADMINISTRATIVE REASSIGNMENT:** University Housing reserves the right to change room assignments at any time based on administrative needs. This includes, but is not limited to, consolidation of space, accommodations identified by Accessible Education Center (AEC) including utilizing an ADA designated space for an ADA room accommodation, emergency, illness that poses a potential health risk to the community, sanctions as a result of Student Conduct Code or contract violations. In case of emergency, a resident may be removed from UO Portland Apartments and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. If the University changes Resident's housing assignment or houses Resident off-campus as a result of Resident's actions, any fees associated with the change shall be Resident's sole responsibility. In the event the University changes the Resident's housing assignment, Resident must vacate the Unit immediately upon notice from the University.

## 5. POSSESSION AND VACANCY

- 5.1. **CHECK-IN:** Each Resident 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**"). Resident will not be permitted to check-in until they have signed this Contract.
1. By completion of check-in, Resident 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 Unit that are not subject to any Resident's exclusive right of possession and occupancy are the common areas ("**Common Area**"). Subject to the provisions of this Contract, all Residents, including their guests, and invitees, have the nonexclusive right to use the Common Area jointly with other Residents, guests, and invitees.
- 5.3. **EXTENDED ABSENCE:** Resident is required to notify University Housing of any anticipated absence of the Resident in excess of seven (7) days. Resident provides notification by submission of the Travel Plans form available through <https://housing.uoregon.edu/myhousing>. During such absence, University Housing may enter the Unit when reasonably necessary.
- 5.4. **GUESTS:** Guests may not stay overnight more than one (1) week at a time. Guests cannot spend more than half of the term as an overnight guest.
- 5.5. **CHECK-OUT:** Resident must complete the check-out process prior to leaving their Unit either upon End Date or at the end of the Contract Term. This also includes, but is not limited to, check-out upon change of Unit and termination of this contract by the Resident or University Housing.
- i. **Check-Out Process:** The check-out process includes the following ("**Check-Out**"):
1. notifying University Housing 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. returning keys to designated Housing Service Center during business hours.
- 5.6. **ABANDONED PROPERTY:** University Housing will dispose of any personal property left by Resident after Vacate. Any unclaimed mail and/or packages left in the Resident'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, Residents 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 CONTRACT

- 6.1. **BASIS FOR TERMINATION:** The Resident may withdraw their application and cancel or terminate this Contract subject to the following provisions. University Housing reserves the right to cancel or terminate this Contract under any of the conditions described herein. Any refunds for payments will be made in accordance with the provision of this Contract.
- i. **Termination by Expiration:** Unless Resident or University Housing terminate this Contract earlier, this Contract will expire and terminate on its own terms on the last day of the Contract Term.
1. **New Contract:** Subject to Resident's eligibility under Section 1 and the consent of University Housing, which may be withheld for any lawful reason, a Resident may apply for a new Contract upon the expiration of this Contract. A Resident who wishes to enter into a new Contract must execute a new Contract for the following academic year on or before June 30 of each year. Notwithstanding Resident's execution of a new Contract, this Contract expires at the end of the Contract Term.
- ii. **Termination by Resident**
1. **Prior to Occupancy:** Residents who terminate this Contract prior to the start of their residency must submit a notice of Termination to University Housing via My Housing ("**Termination Notice**") prior to July 1. The Resident may receive a refund of their housing deposit.
  2. **During Occupancy:** Residents who terminate this Contract 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. Resident must vacate by the day indicated in the Vacate Request.
    - a. Resident is responsible for all housing payments and charges incurred or assessed up to and including the last day of the 30-day period, except that rates will be prorated if the Resident vacates the Unit and the Unit is contracted prior to the conclusion of the 30-day period.

- b. If the Resident vacates the Unit prior to the conclusion of the 30-day period, University Housing will make reasonable efforts to contract the Unit. If University Housing contracts the Unit after the Resident vacates but before the conclusion of the 30-day period, this Contract terminates as of the date the new residency begins. In addition to the rates described in this section, Resident may also be subject to a termination fee.
- iii. **Termination by University Housing:**
  - 1. If Resident materially breaches this Contract, University Housing may terminate this Contract by providing 30 days' written notice to Resident. University Housing may terminate this Contract upon 24 hours' notice if it determines that Resident poses a health and safety risk to other Residents residing in UO Portland Apartments or any other members of the University community. Material breaches include, but are not limited to:
    - a. failure to make housing payments,
    - b. meet eligibility requirements,
    - c. comply with the Student Conduct Code, or
    - d. comply with Housing Standards.
- 6.2. **TERMINATION FEES:** The Resident and University Housing acknowledge that, if the Resident terminates this Contract, 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. If Resident terminates this Contract, vacates, or abandons the Unit after the start of their occupancy on July 1 and remains enrolled in classes at the University, Resident agrees to pay a termination fee equal to one and one-half months' housing payments in addition to remaining payments and charges described in section 6.1.ii.2. Residents who are no longer enrolled in classes upon termination of this Contract are not subject to this termination fee.
  - ii. **Petitions:** Residents may have the right to petition termination fees, as outlined below. All requests for cancellation or termination of this Contract must be completed through the appropriate form at <https://housing.uoregon.edu/myhousing>.
- 6.3. **UNIVERSITY HOUSING'S REMEDIES:** In addition to any remedies set forth in this Contract, the Student Conduct Code, and University Policy 571-022, University Housing has all available remedies in law or in equity in the event of Resident's failure to comply with this Contract. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Resident 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 Resident's student account and the Resident 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. Residents 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 UO Portland Apartments, and other disciplinary action by University Housing and/or the Office of Student Conduct and Community Standards. To ensure Resident 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. Resident 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 Portland's noise ordinances (<https://www.portland.gov/code/18>)
  - 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 Contract.

## 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 Resident. Residents 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 Residents regarding important information. Residents may opt-out of this communication through the application process.
- 8.3. **RECIPT OF MAIL:** Mailboxes are assigned per Unit. All mail received for Resident will be placed in the Unit's assigned mailbox, or a designated parcel locker. Any mail and/or packages received after the Resident 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. Residents 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 Contract 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 Contract, the terms below control and supersede any conflicting terms. University Housing may issue an addendum to this Contract adding, detailing, or changing requirements for Residents related to health risks as a condition of living in housing facilities. 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:** Residents 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. Residents must comply with these requirements in all locations in UO Portland Apartments. In addition to being required and enforced under this Contract, the University's regulations are also enforced through procedures established by the University's Office of Student Conduct and Community Standards.
  - ii. **Prohibited Hazards:** Residents are prohibited from creating health or safety hazards in UO Portland Apartments, including, but not limited to, behavior that poses an unreasonable risk to the health and safety of university employees, Residents, or guests.
  - iii. **Resident Quarantine or Isolation:** Certain infectious diseases will require isolation to reduce spread. Certain infectious diseases do not require isolation and in these circumstances, Residents 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 may be asked to provide informed consent to remain in their Unit.
  - iv. **Termination for Safety:** Upon reasonable notice to Residents and consultation with public health authorities, University Housing may terminate this Contract to reduce health risks. Termination of this Contract may be necessary to further reduce residential density, to expand emergency housing capacity, due to inability to find alternative housing for Residents who need relocation, to close one or all University Housing facilities, or to take other actions in the interest of public health and safety. If, at any time, the university closes UO Portland Apartments and requires all Residents to leave campus for the remainder of this Contract Term, Residents will not be charged for the remaining, canceled portion of the Contract Term.
  - v. **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 Contract will remain in effect regardless of the University's mode of delivery of education.
  - vi. **Acknowledgment of Risks:** Although University Housing is implementing health and safety measures to reduce the risks associated with communicable diseases, and other health risks within UO Portland Apartments, University Housing cannot eliminate the possibility of exposure to or infection with communicable diseases or other health risks.
    1. By signing this Contract, the Resident 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 UO Portland Apartments despite any health and safety measures University Housing 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. Residents 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 Resident 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 Resident alternative water sources, and makes repairs until tests are below EPA-recommended levels. Residents 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. Resident agrees to take the appropriate steps to prevent mold, mildew, and other fungi from growing in their space. If the Resident's conduct results in excess humidity or moisture, the Resident 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 Contract 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 Resident under this Contract; or (2) incidental, consequential or indirect damages.
- 10.6 **CONTROLLING TERMS:** If any part of this Contract conflicts with applicable law or University policy, such law or policy supersedes the terms of this Contract. If any part of this Contract conflicts with University Housing rules or procedures, the terms of this Contract supersede such rules or procedures.
- 10.7 **GOVERNING LAW:** This Contract 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 Resident arising out of or related to this Contract shall be governed by Oregon law and shall be litigated in Lane County Oregon. Resident 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 CONTRACT:** This Contract and the addenda, laws, rules, policies, and documents referenced or included herein are the entire Contract between the parties. No amendments or additional or differing terms thereto are binding unless in writing and signed by both parties.

## 11. RESIDENT RIGHTS AND RESPONSIBILITIES

- 11.1. **REASONABLE PRIVACY AND ACCESS:** Residents have a right to reasonable privacy and are protected against unreasonable searches of their Unit. University Housing staff may enter a Resident's Unit without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared. University Housing 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. University Housing will not abuse the right of access nor use it to harass. Maintenance (Fix It) requests initiated by the Resident constitute permission to enter the Resident's Unit to perform needed maintenance in that Unit.
- 11.2. **RESIDENT LIABILITY:** Resident will reasonably care for the Unit, furnishings, appliances, and fixtures; maintain sanitary and safe conditions acceptable to University Housing; and abide by the terms and conditions of this Contract.
- 11.3. **DAMAGES:** Resident will be liable for actual charges for cleaning, repair of damage, abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Residents, or other loss, other than ordinary wear and tear, incurred to the Unit, Common Areas, furnishings, appliances, and fixtures (hereafter referred to collectively as "**Damage**") caused by Residents or their guests':
- i. acts or omissions; or
  - ii. failure to abide by the terms and conditions of this Contract. Resident agrees to pay such damages to the University upon demand.
- 11.5 **PETITIONS:** Residents have the right to petition for a waiver of all or part of their obligations under this Contract in the event of exceptional circumstances. Petitions are available online at <http://housing.uoregon.edu/myhousing>. Requests to petition housing charges must be submitted within 120 days of the date the charge(s) was placed on the Resident's account. University Housing will only consider a petition if the Resident's University Housing account is current and in good standing. Notwithstanding the foregoing, University Housing's consent to waive any obligation is discretionary. Petition decisions are final. Charges because of fire and safety infractions may not be petitioned.

## 12. UNIVERSITY HOUSING RIGHTS AND RESPONSIBILITIES

- 12.1. **SERVICES:** University Housing will keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. University Housing 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, recycling, and glass,
  - 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 Resident.
- 12.2. **CONDITIONS BEYOND UNIVERSITY HOUSING'S CONTROL:** University Housing is not responsible for any damages or losses incurred due to the loss or reduction of services due to circumstances beyond University Housing's control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers' employees, and on- or off-campus utility interruptions. University Housing is not responsible for and will not allow cancellation of this Contract or reduced fees for,

construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to UO Portland Apartments facilities.

- 12.3. **PEACEFUL ENJOYMENT:** University Housing is not responsible for any annoyance or disruption to Residents resulting from noise created by external sources (e.g. private businesses, public services, construction, and University or community events).
- 12.4. **PERSONAL PROPERTY LIABILITY:** University Housing is not liable for theft, loss or damage to personal property belonging to Residents or guests in Unit, including grounds associated with unit (balconies/porches, patios, etc), public areas, laundry, or elsewhere; unless loss or damage is caused by the willful misconduct or gross negligence of University Housing. It is the Residents' responsibility to keep their Units locked at all times. University Housing'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
- i. victim assistance (<https://safe.uoregon.edu>),
  - ii. prohibited discrimination and retaliation policy, (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation>),
  - iii. employee reporting categories and responsibilities (<https://investigations.uoregon.edu/employee-responsibilities>).

[Electronically Signed on My Housing]