

FAMILY HOUSING AND UNIVERSITY APARTMENTS

RENTAL AGREEMENT AND COMMUNITY EXPECTATIONS

UNIVERSITY HOUSING



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

University Housing promotes a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities. You should become familiar with this agreement so you may take advantage of the services available to you and know your obligations as a Tenant. Subject to ORS 90, if you do not comply with this agreement, you will be subject to eviction from your unit.

This contract is based on the established educational goals of the University, consideration for other residents, health and safety standards, compliance with established laws, and the University's Student Conduct Code. Adapted facilities are 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 Accessible Education Center at 541-346-1155, or by e-mail at uoac@uoregon.edu. The office is located at 164 Oregon Hall and welcomes appointments from students.

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 Darci Heroy, at 541-346-8136 and titleixcoordinator@uoregon.edu, located at 106 Johnson Hall, Eugene, OR 97403. All other questions regarding prohibited discrimination may be directed to the Office of Affirmative Action and Equal Opportunity at: 541-346-3123. All 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.

Our highly trained staff await your call to discuss any questions you may have. For more information about a housing space that best suits your needs, please call 541-346-4277. Your call will be handled discreetly by authorized staff members.

Important Notice Regarding Construction Noise

University Housing is not responsible for disruption or noise caused by construction adjacent to university-owned apartments and houses.

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.

DEFINITIONS

For the purpose of this Rental Agreement, the following definitions shall apply:

ACADEMIC YEAR

Fall term/fall semester through summer term/spring semester

COMMON AREA

Access roads, sidewalks, entrances, passages, lobby areas, common restrooms, elevators, stairways, vestibules, public corridors and halls, bike racks/cages, and other facilities and areas designated from time to time by Landlord for the general use and convenience of Residents and Guests

FAMILY MEMBERS

The spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent domestic partner, grandparent or grandchild of the Tenant, or a person for whom the Tenant is or was a legal guardian. It also includes the biological, adopted, foster, or stepchild of a Tenant or the Tenant's domestic partner.

FULL-TIME

For graduate or law Students, full-time means enrolled for a minimum of nine credit hours each term; for undergraduate Students, full-time means enrolled for a minimum of twelve credit hours each term.

GUEST

A person in or about the Unit or Common Areas at the express or implied invitation of a Resident.

HOUSEHOLD MEMBERS

A person who resides in the Unit with the Tenant, is listed on the Rental Agreement, and who is a Student or Family Member of the Tenant.

LANDLORD, MANAGER, or OWNER OF PREMISES

The University of Oregon
1595 15th Avenue, Walton Complex, University of Oregon
Postal address: 1220 University of Oregon, Eugene OR 97403-1220
Phone: 541-346-4277

RESIDENT(S)

The Tenant and any Household Members

STUDENT

A full-time, registered student at the University of Oregon through the Academic Year.

TENANT (RENTAL AGREEMENT HOLDER)

A Student who enters into this Agreement for a particular Unit.

UNIT

The apartment or house to which the Tenant is assigned and occupies. Unless expressly noted in this agreement, the term Unit does not include attics, basements, or any outbuildings, including, but not limited to, garages or other non-dwelling structures located near the Unit.

AGREEMENT TERMS

This is a rental agreement for a Unit ("Rental Agreement" or "Agreement"). This Agreement is between the Tenant and the University of Oregon and is for a fixed-term tenancy that begins no earlier than July 1, 2018 and ends on June 30, 2019 without any notice of expiration required. However, if a Tenant is graduating prior to June 30, 2019, this Agreement is for a fixed-term tenancy that begins no earlier than July 1, 2018 and ends pursuant to the following schedule: If the Tenant is graduating after fall term, this Agreement terminates on December 31, 2018; if the Tenant is graduating after winter term, this Agreement terminates on April 15, 2019; if the Tenant is graduating after spring term, this Agreement terminates on June 30, 2019; and if the Tenant is graduating after summer term, this Agreement terminates on September 1, 2018. Notwithstanding the foregoing, a Tenant who is graduating may stay in Family Housing through June 30, 2019 if: (1) the University approves the extension and the Tenant provides proof of enrollment as a Full-Time Student in a new program; or (2) University Housing grants the Student permission to stay past graduation.

TERMS AND CONDITIONS OF OCCUPANCY

1. ELIGIBILITY REQUIREMENTS

1.1.

In order to be eligible for University Housing, the Tenant must be a Student. Household Members are eligible to reside in the Unit with Tenant if they are (i) either a Full-Time Student or a Family Member of the Tenant; and (ii) in compliance with applicable terms of this Agreement. If a Resident no longer meets these eligibility requirements, they are in material violation of this Agreement, they must vacate the Unit, and the Landlord may terminate this Agreement and take possession of the Unit.

1.2. PROOF OF ELIGIBILITY

Residents must provide proof of eligibility.

1.3. NOTICE OF CHANGES IN RESIDENT'S STATUS

Any change in eligibility that may render a Resident ineligible to reside in the Unit must be reported to the Spencer View Area Desk at least ten business days prior to the change.

1.4. RESIDENT RIGHTS

The terms and conditions of this Agreement are subject to the Landlord's and the Residents' 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 shall control and supersede this Agreement.

1.5. OCCUPANCY GUIDELINES

Occupancy limits may vary by Unit type and location. As a general rule, subject to the terms and conditions of this Agreement, Unit occupancy limits are as follows:

OCCUPANCY REQUIREMENTS

Units	Minimum Occupants	Maximum Occupants	Minimum Adults	Maximum Adults
Studio	1	2	1	1
1 Bdrm Apt/House	1	3	1	2
2 Bdrm Apt	1	4	1	2
2 Bdrm House	2	4	1	2
3 Bdrm Apt	2	6*	1	3*
3 Bdrm House	2	6	1	2
4 Bdrm House	2	8	1	2
5 Bdrm House	2	10	1	2

* - 3 adults, maximum occupants = 3

2. STUDENT CONDUCT CODE

Residents are subject to the Student Conduct Code, which is expressly incorporated into and attached to this Agreement. In addition to sanctions described in the Student Conduct Code, violations of the Student Conduct Code may result in termination of this Agreement and removal from University-owned or controlled housing. Student violations of the Student Conduct Code are adjudicated by the Office for Student Conduct and Community Standards or its designee. Non-Student Resident violations of the Student Conduct Code are adjudicated by University Housing. Under the Student Conduct Code, the University can, in certain emergency circumstances, take immediate action impacting a Resident's ability to live in University Housing.

3. FAMILY HOUSING REGULATIONS

3.1. FAMILY HOUSING REGULATIONS

Residents must abide by the Family Housing regulations. Failure to comply with Family Housing regulations is a material violation of this Agreement. In addition to any all other permissible sanctions, University Housing can charge a \$50 fee for each violation of these regulations. The Family Housing regulations require Residents to:

3.1.1.

Keep all areas under the Residents' control and all plumbing, light fixtures, and appliances a Resident uses clean, unclogged, and in operable condition and to dispose of all waste in a sanitary and safe manner as determined by Family Housing and University Apartments ("FHUA") custodial staff.

3.1.2.

Maintain standards of cleanliness and hygiene as determined by FHUA custodial staff. Kitchen and Bathroom fans should be wiped down regularly to prevent excessive buildup of dust or grease. Plungers will not be provided by University Housing and should be purchased by the Resident for minor bathroom clogs. Damages that result from poor hygiene or unclean conditions will not be considered "wear and tear" and will be charged to the Tenant.

3.1.3.

Use the Unit, Common Areas, facilities and all appliances in a reasonable manner considering the purposes for which they were designed and intended.

3.1.4.

Not use waterbeds above the first floor in any building.

3.1.5.

Not deliberately or negligently destroy, damage, or remove any part of the Unit or its appliances, fixtures, or furnishings, or permit others to do so.

3.1.6.

Immediately report any need for repairs, including malfunctioning smoke detectors and other fire safety equipment, to the Spencer View Maintenance Line at 541-346-8585 or call the on-call duty number, 541-912-1435, after 6 PM. See item 3.23.3 for details about expectations around fire safety equipment and possible sanctions.

3.1.7.

Protect the site from pests and vermin.

3.1.8.

Not store flammable, explosive, volatile, hazardous, or prohibited items or create hazardous conditions in or about the Unit, Common Areas or facilities.

3.1.9.

Deter mold growth in the living spaces by maintaining room temperature greater than 60 degrees Fahrenheit, relative humidity at less than 60%, keeping kitchen and bathroom areas dry and clear of moisture, and keeping furniture away from the walls to allow air circulation. Report any mold to the Spencer View Maintenance Line at 541-346-8585.

3.1.10.

Not perform unauthorized alterations, modifications, or additions to the interior or exterior of the Unit, property, or grounds are prohibited (see "Addenda to the Rental Agreement"). Affecting the surface of ceilings, floors, molding, or walls by drilling, grinding, sanding, sawing, nailing, or any activity that affects the surface is also prohibited.

3.1.11.

Use fire extinguishers for fires only. This means that fire extinguishers must not be removed from hangers except to extinguish fires. Expended extinguishers and damaged hangers must be reported to the Spencer View Maintenance Line at 541-346-8585 immediately.

3.1.12.

Not use extension cords, other unapproved electrical cords, and multi-plug adapters without on-off switches and without exterior breaker switches. All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved.

3.1.13.

Not use or store briquettes, butane, gasoline or gas burning stoves or barbecues, propane, Coleman fuel, charcoal lighter fluid, within the Unit or under stairwells. Combustible items and materials must not be placed within six inches of wall heaters or stove ranges.

3.1.14.

Not use candles and incense in an unsafe manner.

3.1.15.

Not use portable space heaters, unless they are UL approved, have a safety tip-over switch, have enclosed heating elements, and are plugged directly into an outlet (no extension cord).

3.1.16.

Not use halogen lights and halogen lightbulbs.

3.1.17.

Not possess, use, or threaten use of firearms (including but not limited to BB guns, air guns, and paint guns), ammunition, explosives, dangerous chemicals, martial arts weapons, or any other objects as weapons (i.e. metal knuckles, blackjack, sap, or similar instruments) on University property. However, possession of knives with a culinary purpose, or knives with blades no longer than three (3) inches, are allowed. Notwithstanding the foregoing, the following types of knives are specifically prohibited: any knife having a blade that projects or swings into position by force of a spring, by centrifugal force, by gravity, or by any other force, any "combat knife" (i.e. KA-BAR, bayonet, machete, dirk, dagger, and/or hatchets; and Ceremonial swords).

3.1.18.

Not misuse personal defensive devices (pepper spray, for example). Residents are responsible and accountable for any misuse of these devices, unless such actions are caused by the willful misconduct or negligence of the Landlord.

3.1.19.

Not engage in solicitation, advertising, promotion, or other commercial transactions. In order to sell or promote any merchandise or service for private profit on state property, a sales permit must be purchased from the university for each sales location.

3.1.20.

Not engage in any behavior that is disruptive or threatens the health and safety of other University Housing residents or the campus community.

3.1.21.

Not disturb Residents' or others' peaceful enjoyment of University Housing. Between 10PM and 7AM, Eugene city code directs community members to contact Eugene or University of Oregon Police regarding amplified music or other noise disturbances. However, a resident is within their right to request at any time that a neighbor reduce their noise or report noise concerns to the Area Coordinator.

3.1.22.

Not use, possess, or furnish Illegal or controlled substances, including marijuana.

3.2. ASSIGNMENT PROCESS

Unit assignments are based upon date of application and eligibility requirements and are at the sole discretion of the Landlord. Specific Units are not guaranteed prior to check-in.

3.3. TRANSFERABILITY OF RENTAL AGREEMENT

This Rental Agreement may not be assigned or sublet without the written consent of Landlord. This Rental Agreement is voidable at the option of Landlord if the Tenant assigns this Rental Agreement without the Landlord's written consent. Landlord will not consent to Tenant's assignment to another Resident unless (i) the Resident's housing account is current for all payments due; (ii) the Resident meets all eligibility requirements; and (iii) Resident pays a \$100 non-transferable security deposit. The Unit must be inspected prior to transfer.

3.4. UNIT CHANGES AND REASSIGNMENTS

Tenant may request a change of Unit. However, all Tenant requests to change Unit are subject to approval by the Landlord at Landlord's sole discretion. In the event of unforeseen damage to the Unit, repairs needed to the Unit, emergency, circumstances affecting the health and safety of the Tenant and Household Members, or other circumstances rendering the Unit uninhabitable, Tenant must vacate the Unit immediately upon notice from Landlord. Landlord may, with Tenant's consent, reassign Tenant to a new Unit, upon Tenant's consent, or terminate this Agreement.

3.5. GUESTS

Overnight Guests are permitted and no notification to the Spencer View Area Desk is required unless Guests are to remain for more than one week. Guests who remain or are expected to remain for more than one week, including Family Members not on the Rental Agreement, are subject to prior approval of the Petition Review Board.

3.6. UTILITIES

The Tenant shall contract directly with the providers of all utility services. All such contracts must be effective at the time the Tenant takes possession of the Unit. The Tenant is responsible for paying all utility charges incurred by the Tenant and shall hold the Landlord harmless with respect to all such charges. Utilities must not be shut off to the Unit, even if the Tenant is away from the Unit for an extended period of time.

3.7. SECURITY DEPOSIT

Landlord requires payment of a \$100 security deposit 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 Rental 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 Area Office.

3.8. RENT DUE DATE AND RENTAL RATES

3.8.1.

One month's rent, or its prorated remainder, is payable in advance at the time an offer of housing is accepted. Thereafter, monthly rent shall be due and payable on the first day of each month, and payment shall be made as set forth in this section;

3.8.2.

Monthly rental payments are assessed on the Tenant's student account on or about the 12th of each month prior to the due date;

3.8.3.

All financial transactions are handled by, and rent is payable at or through, the University's Business Affairs Office;

3.8.4. RENTAL RATES

Spencer View rates are posted on the University Housing website: housing.uoregon.edu/apartments. East Campus houses, and the Agate and Moon Court Apartments rental rates are based on accepted offer and subject to annual rent increases.

3.9. NEW RENTAL AGREEMENT

Subject to the consent of Landlord, which may be withheld for any lawful reason, a Tenant may apply for a new rental agreement upon the expiration of this one. A Tenant who wishes to enter into a new rental agreement must notify the Landlord prior to June 1 and execute the new rental agreement on or before June 30 of each year. Unless a new agreement is executed, this Agreement expires at the end of the term, as set forth above.

3.10. ABANDONED PROPERTY

Landlord will dispose of personal property pursuant to ORS 90.425.

3.11. ABSENCE IN EXCESS OF SEVEN DAYS

Tenant is required to notify the Spencer View Area Desk in writing of any anticipated absence of the Residents in excess of seven days. During such absence, the Landlord may enter the dwelling when reasonably necessary.

3.12. SMOKING

Smoking (including but not limited to marijuana, cigarettes, e-cigarettes, vape pens, cigars, hookahs or pipes of any kind) is prohibited on all University-owned property, including, but not limited to, all Units, Common Areas, and grounds. Smoking in prohibited areas is a material breach of this Agreement, a violation of Family Housing regulations, and may result in charges to the Tenant's account to restore the University property to its original condition.

3.13. PETITIONS

Residents have the right to petition for waiver of all or part of this Rental Agreement in the event of exceptional circumstances. Petitions are available online at housing.uoregon.edu/myhousing. Petitions may only be reviewed if the Tenant's University Housing account is current and in good standing. Petition decisions are final. Charges as a result of fire and safety infractions may not be petitioned.

3.14. E-MAIL

Tenants are required to check their University of Oregon e-mail account regularly throughout their tenancy, including reviewing University Housing newsletters, in accordance with university policy and to notify the Office of the Registrar at 541-346-2935 of e-mail account changes.

4. LANDLORD RIGHTS AND RESPONSIBILITIES

4.1. LANDLORD RESPONSIBILITIES

Landlord agrees will keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The Landlord will provide:

4.1.1.

Physical facilities, including appliances, in standard repair;

4.1.2.

Effective water and weather protection;

4.1.3.

Plumbing conforming to applicable code and maintained in good working order;

4.1.4.

Adequate heating;

4.1.5.

An electrical system conforming to applicable code and maintained in good working order;

4.1.6.

Adequate receptacles for the removal of garbage (except for East Campus houses);

4.1.7.

An approved and adequate water supply system capable of supplying hot and cold water;

4.1.8.

Working locks for all outside doors and keys for Tenant.

4.2. INTERRUPTION OF SERVICE AND CONSTRUCTION

The Landlord is not responsible for the continuation of the above services, including, but not limited to, mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other events beyond the control or reasonable anticipation of the Landlord. Landlord is not responsible for construction noise or disruption.

4.3. PRIVACY AND REASONABLE ACCESS

Except in the case of emergency, or as otherwise provided by this Rental Agreement or by law, the Landlord must give at least 24-hours' notice before entering the Unit, and then may enter only at reasonable times and in a reasonable manner. The Landlord will not abuse the right of access, nor use it to harass. The Tenant will not unreasonably withhold consent to access by the Landlord.

4.4. PEACEFUL ENJOYMENT

The Landlord is not responsible for any annoyance or disruption to Residents resulting from noise created by external sources (i.e. private businesses, public services, construction, and University or community events).

4.5. WIFI AND INTERNET CONNECTION

University Housing has no control over internet connectivity or quality of connection nor does the University make any promises regarding quality or connectivity. If you experience issues with your internet, please contact ResNet (541-346-4223).

4.6. KEYS AND LOCKS

Keys to exterior doors will be issued only to Residents listed on the Rental Agreement. The installation and use of unauthorized locks on interior and exterior doors by Residents is prohibited. A \$40 charge will be assessed to the Tenant to replace a unit key.

4.7. FIRE, SAFETY, AND SANITATION

4.7.1. INSPECTION

A moisture inspection and fire, safety, and sanitation inspections will be conducted annually. Re-inspections will occur for units that require remediation.

4.7.2. NOTIFICATION OF FIRE

In the event of fire, Residents should leave the building and call 9-1-1. The Tenant should also notify the University of Oregon Police Department at 541-346-2919 and the Spencer View Area Desk at 541-346-5263 during business hours and on-call after hours at 541-912-1435.

4.7.3. SMOKE DETECTORS

Removing or tampering with smoke detectors, smoke alarms or carbon monoxide alarms is prohibited and will subject the Tenant to a charge of up to \$150. Tampering includes, but is not limited to, covering, removing, disconnecting, or otherwise disabling the unit. This also includes removing the battery and not immediately replacing it. Tenants are responsible for testing smoke detectors at check-in and periodically throughout their tenancy, and reporting defective detectors to the Spencer View Maintenance Line 541-346-8585 between 8AM and 6PM, or to the Community Assistant on Call 541-912-1435 between 6PM and 8AM Residents should not replace Smoke Detectors or Smoke Detector batteries themselves.

4.8. ANIMALS:

Except as provided by University policy, applicable law, or this Section, animals are not allowed in the Unit. Residents may keep fish as pets; however, Residents who keep fish as pets may not exceed one 10-gallon aquarium to accommodate the fish, and the fish must be kept in the aquarium at all times, except as necessary for proper maintenance of the aquarium. In no event may the fish or gravel from the fish's aquarium be placed in sinks, showers, toilets, or any other water fixture or common water source. Violation of this policy is a material violation of this Agreement and will result in assessment of a \$50 fee and additional charges for all damage caused by the unapproved pet. Residents with disabilities who may require an exception to this provision should contact Accessible Education Center at 541-346-1155 for information regarding reasonable accommodations, including use of a service or therapy animal. Crates must be procured in advance of any animal entering the Unit, as animals must be crated or secured during inspections and repairs.

5. RESPONSIBILITY FOR DAMAGE AND LOSS

5.1. RESIDENT LIABILITY FOR CLEANING AND DAMAGE

Residents will reasonably care for the Unit, its furnishings, and plumbing fixtures; maintain sanitary and safe conditions acceptable to the University; and abide by the terms and conditions of this Agreement. Tenant shall 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 building, Unit, Common Areas, appliances, and equipment caused by Residents or their Guests' (i) acts or omissions; or (ii) failure to abide by the terms and conditions of this Agreement. Resident agrees to pay such damages to the University upon demand.

5.2. NON-LIABILITY OF THE UNIVERSITY

Resident is responsible for personal property belonging to the Tenant, Household Members or Guests. The Landlord shall not be liable for loss of or damage to personal property belonging to Residents or Guests regardless of where the personal property is located, whether in the Unit, Common Areas, laundries, attics, basements, or storage rooms, unless loss or damage is caused by the willful misconduct or negligence of Landlord. Landlord's liability is subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.

6. TERMINATION OF CONTRACT/DEFAULT

6.1. TERMINATION OF RENTAL AGREEMENT

6.1.1. TERMINATION BY TENANT

Tenant may terminate this Rental Agreement by submitting a written notice to the Landlord of the Tenant's intent to terminate at least 30 days prior to vacating the Unit ("Termination Notice"). All Residents must vacate by the day indicated in the Termination Notice. If the Residents vacate 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 Residents vacate but before the conclusion of the 30-day period, this Rental Agreement shall terminate as of the date the new tenancy begins. 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 Residents vacate the Unit and the Unit is rented prior to the conclusion of the 30-day period.

6.1.2. TERMINATION BY LANDLORD

If Tenant or any Resident materially violates this Agreement, Landlord may terminate this Agreement by providing 30 days written notice to Residents. Material violations include, but are not limited to, failure to pay rent, meet eligibility requirements, comply with the Student Conduct Code, or comply with Family Housing regulations. Subject to any restrictions imposed by law, Landlord may terminate this Agreement upon 24 hours' notice if it determines that Tenant or a Resident pose a health and safety risk to Residents or other members of the campus community, including, but not limited to, those members of the campus community residing in Family Housing.

6.1.3. LIQUIDATED DAMAGES

If Tenant vacates the Unit without notice to Landlord and is enrolled in classes at the UO after termination of this Agreement, pursuant to 90.302(e), Tenant agrees to pay a termination fee of one and one-half month's rent.

6.2. LANDLORD'S REMEDIES

In addition to any remedies set forth in this Rental Agreement, the Student Conduct Code, and University Policy 571-022, Landlord shall have all available remedies in law or in equity in the event of Resident's failure to comply with this Rental Agreement. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Residents or obtain damages as provided by law.

6.3. 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 shall be added to the Tenant's Student account, and the Tenant shall have an obligation to reimburse the University for these expenses unless an appropriate contrary order or final judgment is entered by the court.

7. ADDENDUM FOR SPENCER VIEW APARTMENTS

7.1. GOOD FAITH

Every duty and every act that must be performed under this Rental Agreement imposes an obligation of good faith in its performance or enforcement.

7.2. ENTIRE AGREEMENT

This Rental 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 signed by both parties.

7.3. APPLICABLE LAW

This contract is governed by and shall be construed in accordance with the laws in the State of Oregon, without resort to any other jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, or suit between the University and Resident that rises out of or relates to this contract shall be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon.

7.4. SEVERABILITY

The invalidity, illegality, or enforceability of any provision of this contract shall not affect the validity, legality, or enforceability of any other provision of this contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract.

8. 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 other potentially hazardous substances may be directed to University Housing.

9. LEAD DISCLOSURE

The University manages a Drinking Water Monitoring Plan 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 residents 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 website for the Drinking Water Monitoring Program: <https://safety.uoregon.edu/drinking-water-monitoring>.

10. ADDENDUM FOR SPENCER VIEW APARTMENTS

10.1. COMMUNITY ROOM

Residents may use the community room for recreational or educational purposes. Resident must schedule use of community room through the Spencer View Area Desk and assumes responsibility for any cleaning and/or damage charges, including common areas spaces, such as lobby and restrooms. Resident must be present for the duration of the event. Any violations may result in loss of use of the community room. Prior to their event, residents using the community room will complete a room condition report in order to ensure any damages to the room before and after the event are noted and addressed with the correct residents.

10.2. GROUNDS

10.2.1.

The Landlord will maintain common yard and playground areas, including trees and shrubbery, using modern methods with motorized equipment and fertilizers.

10.2.2.

Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch, patio, and terrace areas. Failure to maintain these areas is a violation of family housing regulations and subject to fees as set forth above.

10.2.3.

Porches, balconies, and stairwells must meet the following standards:

10.2.3.1. FRONT PORCHES/BALCONIES

Only furniture specifically designed for outdoor use and plants/planters are allowed on front porches and balconies. Any items outside this list are prohibited from storage on front porches/balconies. A cleared 4-foot path must exist from the doorway to the sidewalk at all times. Cobwebs should be regularly swept away by residents to decrease the presence of pests.

10.2.3.2. BACK PORCHES/BALCONIES

Only furniture specifically designed for outdoor use, plants/planters, children's toys designed for outdoor use contained to a 3'x3'x3' area, and up to two bikes or strollers (or combination of the two) are allowed on back porches and balconies. Any items outside this list are prohibited from storage on back porches/balconies. For three-story units, a cleared 4-foot path must exist from the doorway to the sidewalk at all times. Leaves should be regularly swept from the balcony to prevent mold damage or fire hazards.

10.2.3.3. STAIRWAYS

Stairways may never have any items stored on them or blocking their pathway. Only bikes are permitted to be stored in the space under stairwells. Bikes should not be secured to stairway railing. Any items aside from bikes are prohibited from storage under stairwells.

10.2.4.

Children's swimming pools must not exceed eighteen (18) inches in depth and must be emptied and let dry daily. Children's swimming pools may be placed on back porches/balconies to dry, but must be stored in Units or Storage Units overnight and during cooler months.

10.2.5.

Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.

10.2.6.

Barbecue grills are allowed on the patios. Keep grill away from structures and other flammable materials. Place the grill along but not touching the metal patio railing or vinyl siding. Vinyl siding will melt from the grill's heat. Allow charcoal briquettes to cool in the grill, dispose when it is cool. Do not dispose of briquettes on grounds or landscaping. Fire pits or fires for non-cooking purposes are prohibited.

10.2.7. GARDEN PLOTS

Student must request a garden plot by contacting the Area Coordinator. Gardens must be maintained according to guidelines provided. If a garden appears to be abandoned or unkempt (including but not limited to weed growth in the excess of 18 inches), University Housing will attempt to contact the resident assigned to the space. Subsequent inactivity will result in the plot being forfeited. Garden plots are not permitted outside of the designated spaces.

10.3. MOTOR VEHICLES AND PARKING

10.3.1.

Tenants are assigned one parking space per household. Parking permits are provided by the Department of Parking and Transportation.

10.3.2.

Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas.

10.3.3.

Parking is managed and governed by the parking rules of the University of Oregon Department of Parking and Transportation. Illegally parked vehicles, those without current license plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed.

10.3.4.

Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. 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 checkout date.

10.3.5.

The Landlord may re-assign parking. Notification of this change will be provided to the Tenant, and the Tenant will be responsible for relocating their vehicle to the newly assigned parking spot within five (5) calendar days. If after five (5) calendar days, and the Tenant's vehicle has not vacated from their old parking spot and moved to their new assigned parking, the Landlord will tow the vehicle at the Tenant's expense.

10.3.6.

The Landlord is not liable for any damage to the Tenant's vehicle, unless such damage is caused by Landlord's willful misconduct or negligence.

10.4. MAILBOX KEYS

Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

11. ADDENDUM FOR AGATE AND MOON COURT APARTMENTS

11.1. GROUNDS

11.1.1.

The Landlord will maintain common lawn areas, trees, and shrubbery using modern methods with motorized equipment, herbicides, and fertilizers.

11.1.2.

The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch landings and stairways.

11.1.3.

Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.

11.1.4.

Students are not permitted to have grills or barbecues.

11.2. MOTOR VEHICLES AND PARKING

11.2.1.

Parking at Moon Court and Agate apartments is restricted to one vehicle per household and by permit only through UO Parking & Transportation. Tenants are assigned one space per household with resident vehicle. At Agate Apartments not every unit will be assigned a space. Spaces are assigned on a first come first serve basis. Parking permits are provided by UO Department of Parking and Transportation. For on street parking of second vehicles, obtain a parking permit from the City of Eugene or UO Parking and Transportation. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Parking & Transportation and the City of Eugene about parking regulations that may change annually. All vehicles must be registered with the UO Parking & Transportation.

11.2.2.

Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas. Parking is governed by the parking rules of the University of Oregon Parking & Transportation and the city of Eugene. Illegally parked vehicles, those without current plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed. Housing makes no guarantee of availability of space or permits for street parking.

11.2.3.

Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. 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 checkout date.

11.3. MAILBOX KEYS

Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

12. ADDENDUM FOR EAST CAMPUS HOUSES/VILLARD STREET HOUSES

12.1. 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, landlords 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.

12.2. UNIVERSITY HOUSING'S LEAD DISCLOSURE STATEMENT

For many years, University Housing has been applying lead-free paint to its apartments and houses, 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. Do not saw, sand, grind, puncture, or disturb any surface. Residents who live in East Campus housing built prior to 1978 will also receive: (1) any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the underlying Unit; and (2) a lead paint disclosure addendum.

12.3. PETS

Some pets are allowed. Pets classified as "farm animals" or "urban animals" by Eugene City Code are prohibited. Chickens are prohibited. Dogs must be under the control of their owners at all times. Dogs must be on a leash when they are outside the house unless they are contained in a fenced backyard area. Dogs may not be tied to trees or any exterior part of the house. Housing does not provide fenced areas except those that currently exist. Fencing may be removed for construction or other purposes and not replaced. When University Staff requires entry to the owner's residence for improvements, repairs or inspection, the owner will ensure that the animal is crated or out of the residence for the safety of staff entering the residency. In the event of an emergency, University staff may enter the residence without the owner present. If the animal interferes with the response to the emergency, University staff may contain the animal as needed. This may require the support of UOPD, the fire department or City of Eugene Animal Services. Tenants are responsible for sanitary disposal of pet waste and any damage of grounds associated with pet. Pets must be properly cared for at all times, including when tenant is away from the unit. Failure to abide by this policy will result in a \$50 fee. Residents with disabilities who may require an exception to this provision should contact Accessible Education Center at 541-346-1155.

12.4. GROUNDS

12.4.1.

The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch areas, front yards, backyards, and lawn areas. This includes maintaining all vegetation we alas it is at the time of occupancy. All grass areas will not exceed six inches in length. Yard areas, including lawn and flowerbeds, shall be kept free of weeds. Maintenance of outdoor areas that fails to meet requirements and results in work performed by housing staff is a violation of family housing regulations and subject to fees.

12.4.2. VILLARD STREET FACING HOUSES

University of Oregon staff will regularly maintain, including mowing, weeding, and irrigating front lawn areas and side yards (up to the fence or to the back edge of the house if not fenced), trees, shrubbery, and plants using modern methods with motorized equipment, herbicides, and fertilizers. Restoration from damage to trees, flowerbeds, shrubbery, or common grounds will be charged to tenant's student account.

12.4.3.

Vegetable gardening is only permitted in the backyard areas. Vegetable gardens may not be located within eight (8) feet of a structure.

12.4.4.

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 flower pots, 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.

12.4.5.

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. (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.

12.4.6.

Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.

12.4.7.

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 violation of family housing regulations and subject to fees.

12.4.8. BARBECUES

Do not use grill near structures. Allow charcoal briquettes to cool in the grill and dispose when cool. Do not dispose of briquettes on surrounding grounds or landscaping.

12.5. MOTOR VEHICLES AND PARKING

12.5.1.

Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, and fire lanes. Parking is prohibited on lawns. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Parking & Transportation and the City of Eugene about parking regulations that may change annually.

12.5.2.

Motor homes, trailers, boats, ATVs, etc. and 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 checkout date.

12.6. USE OF ATTICS AND BASEMENTS

To the extent Tenants are allowed to use the Unit's attic or basement, the use of attics and basements as living quarters, bedrooms, or storage is prohibited. Basements are subject to moisture, dampness, seepage, and/or flooding. Should circumstances beyond the landlord's control require a basement or attic to be closed off to Tenant use, it is possible that laundry hook-ups will not be relocated. Housing staff will conduct periodic preventative maintenance inspection of all basements and attics. Tenant will be notified at least 24 hours in advance. Secured areas are not to be accessed by Resident.

[Electronically Signed on My Housing]