

RESIDENCE HALL CONTRACT

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

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

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

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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 Residence Hall Contract ("contract"). This is not a lease. Neither this contract nor the occupancy of space in University Housing is subject to the "Oregon Residential Landlord and Tenant Act." This contract creates no right to occupy a particular room in a particular residence hall or a particular wing ("Room"). This contract obligates the University of Oregon to provide housing only as set forth in this contract. All portions of university residence halls 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 the residence halls 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 the 2025-2026 academic year (fall, winter, and spring terms) or the remaining portion of the academic year from the Resident's intended date of occupancy. University Housing does not offer month-to-month, term, or temporary housing in the residence halls.
 - i. The fall term contract dates are 09/25/2025 – 12/12/2025; winter term contract dates are 01/03/2026 – 03/20/2026; and spring term contract dates are 03/28/2026 – 06/12/2026.
 1. Residents requesting occupancy of room spaces prior to the official contract beginning date (when available), or after the conclusion of the contract end date (when available); may be subject to additional room and board fees which are not included in the published rates.
- 1.2. **BREAKS:** Residents on campus for fall term may stay in the residence halls during the University's winter break for a fee, and if not vacating at conclusion of fall term. Fees for winter break housing can be found at <https://housing.uoregon.edu/winter-break>. University Housing may temporarily relocate residents who remain in the residence halls during winter break to consolidate living areas with other residents, when space is available. Residents will return to their regular room after winter break. Single rooms may not be available during winter break. Residents must submit a request online at My Housing <https://housing.uoregon.edu/myhousing> to remain in the residence halls during winter break by 5:00pm on Monday of fall term finals week. Keys provided to Residents for winter break must be returned to the Housing Service Center by noon of the opening date for winter term.
 - i. Residents who are contracted in Yasui Hall may remain in their space during the winter break at no additional cost, as rates for Yasui Hall are inclusive of winter break dates.
 - ii. Residents who require access to their room during a break period, and not for occupancy reasons, may be assessed a one-time access fee to their room.
- 1.3. **FOOD SERVICE:** Meals will be served in University Dining operated facilities during the hours of service as found <https://housing.uoregon.edu/myhousing-resources>. The opening date is the first day the University Housing meal plan is available for use, and the closing date is the last day.
 - i. University Dining will not provide food services during the Thanksgiving break. Meal plan points will be prorated for the week of Thanksgiving, final exam weeks, and for other closures during the months of September, January, and June. Additional details can be found at <https://housing.uoregon.edu/myhousing-resources>.

2. ELIGIBILITY

- 2.1. **LIVE-ON REQUIREMENT:** First-year undergraduate students are generally required to live on campus (per the University live-on requirement). However, the University grants exemptions to the live-on requirement when appropriate. A list of these factors and circumstances for consideration of an exemption by the University may be found at

<https://housing.uoregon.edu/first-year/live-on>. Residents seeking an exemption to the live-on requirement may submit a request through the My Housing portal at <https://housing.uoregon.edu/myhousing>.

- 2.2. **ENROLLMENT:** University Housing in the residence halls is provided on a space-available basis for students who meet all the following criteria:
 - i. full-time undergraduate enrollment (minimum 12 credit hours per term) or full-time graduate or professional program enrollment (minimum 9 credit hours per term);
 - ii. enrollment at the University of Oregon or in a University affiliated program, or dual enrollment at Lane Community College and the University of Oregon; and
 - iii. intent to reside in the residence halls for the full Academic Year.
- 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. **SEX CRIMES AND REGISTERED SEX OFFENDERS:** All disclosures must be submitted for review to housingdisclosure@uoregon.edu. For questions regarding the crimes covered by this disclosure requirement, refer to the definition of sex crimes included in ORS 163A.005, or contact the University Housing office.
 - i. 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 the University Housing registration process. This requirement extends beyond the submission of this housing registration. 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 housing registration. 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.

3. PAYMENTS AND BILLING

- 3.1. **HOUSING REGISTRATION FEE:** A non-refundable \$50.00 registration fee must be submitted either before, or concurrently at the time of submitting the initial housing payment as outlined below. This registration fee is non-refundable unless University Housing is unable to offer any housing space to the resident.
- 3.2. **INITIAL HOUSING PAYMENT:** A conditionally refundable \$350.00 initial housing payment (or pre-payment) must be submitted with this contract. A room assignment cannot be created without this payment. The initial housing payment will be applied toward room and board fees and is not refundable in the event of cancellation or contract breakage after June 1, in accordance with the cancellation and contract breakage fee schedule as outlined in section 7.5 of this contract.
- 3.3. **DEFERRAL:** Residents may apply for a deferral of the initial housing payment, if certain qualification criteria is met. Factors and circumstances for consideration of a deferral may include: receipt of admission fee waivers, students receiving financial assistance through various program benefits, and other qualifying reasons as noted within the housing registration. Residents who received a deferral of the initial housing payment, and who cancel their housing registration after the June 1 deadline, will be subject to cancellation or contract breakage fees in accordance with the cancellation and contract breakage fee schedule as outlined in section 7.5 of this contract.
- 3.4. **PAYMENT INFORMATION AND SCHEDULE:** The Resident agrees to pay the university for room and board in accordance with the rates and payment schedule as specified by the university. Information regarding payment, fee amounts, and due dates can be found at <http://catalog.uoregon.edu/admissiontograduation/tuitionfees>. The Room and meal plan rates for the full academic year are listed at <https://housing.uoregon.edu/costs>. The charges listed at <https://housing.uoregon.edu/costs> do not include housing and meals during winter break and other housing closures. The University will charge for housing and meals during the winter break and other closures as described in Section 1.3 above.
 - i. **Rate and Fee Adjustments:** The University's residence halls rates and fees are approved annually by the University's Board of Trustees. If this housing registration and contract are submitted prior to the Board of Trustees' annual approval, this registration's housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.
 - ii. **Community Fees:** Included in the Room rate is a mandatory fee for social, educational, and recreational programming for the University Housing community. Information regarding this fee, including the amount of the fee included in this registration's Room rate, can be found at <https://housing.uoregon.edu/myhousing-resources>.
 - iii. **Billing and Payment:** Residents will be billed each term for their Room and meal plan. Payments must be made no less than monthly. Payments are due on the first of each month. 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. **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>.
 - v. **Past Due Amounts:** University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within ten (10) days of the due date. Information, terms and conditions regarding the revolving charge program, and agreement and policy can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to residence hall payments as part of the terms and conditions

of this contract, regardless of whether a Resident has signed the university's revolving charge agreement. Unpaid balances are subject to a 9% interest rate per annum, beginning on the eleventh day of nonpayment, as well as a \$6.00 monthly overdue billing charge. Unpaid charges may lead to removal from the residence halls, denial of dining facility access, and other costs and charges for collection of the unpaid amount.

- vi. **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 room and meal plan charges for the academic year.

4. ASSIGNMENTS

- 4.1. **ASSIGNMENT CONSIDERATIONS:** Subject to the provisions of this contract, the University agrees to provide Resident with space in a residence hall. Room assignments are made based on the date of the housing registration, information provided in the housing registration, availability, submission of the signed contract, submission of the housing registration fee and initial housing payment, and other considerations. The foregoing list is not exhaustive. University Housing cannot guarantee it can meet all requests or preferences. False information provided in the housing registration may be grounds for reassignment within, or removal from, University Housing.
 - i. **Accommodations:** 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 the Accessible Education Center (AEC) at 541-346-1155 or by e-mail at uoaec@uoregon.edu and submitting proper documentation by the deadline. University Housing cannot proceed with housing accommodations without direction from the AEC office.
- 4.2. **PRIORITY:** Priority for all university housing facilities is primarily established by the date the completed housing contract, registration fee, and initial housing payment are received in accordance with the deadlines set by the University Housing department. The university's acceptance of this contract does not guarantee a specific room assignment. Eligibility will be verified prior to assignment. The university reserves the right to cancel contracts and room assignments of residents declared academically ineligible, as stated in section 2 of this contract.
 - i. **Interest Waitlist:** Non-first time, first-year residents submitting their request for housing may not be guaranteed an immediate room option within university housing facilities and may be placed on an interest waitlist. Upon room options becoming available, these open spaces will be offered to waitlisted Residents.
 - ii. The addition to the interest waitlist is not a guarantee of future room options becoming available, and temporary housing options may or may not be provided. Should a waitlisted resident wish to cancel their registration prior to being assigned a university housing facilities space option, they will be required to complete the Cancellation Request Form through the My Housing portal, and any associated fees will be refunded per section 7.5 as applicable.
- 4.3. **PREFERENCE:** Preferences indicated in the online registration may be utilized by University Housing to assign rooms if the Resident does not participate in the room self-selection process. Preferences are requests and are not to be understood as contract stipulations. A specific room assignment based upon a Resident's request is not guaranteed or implied. Roommate/suitemate requests are not guaranteed, and do not constitute an automatic reason for reassignment after room selection/assignment has been completed.
- 4.4. **ROOM CHANGE:** Residents seeking a Room change must complete a Room Change Request Form available at <https://housing.uoregon.edu/myhousing>. Room changes are granted based on assessment of student needs and space availability. Room changes cannot be processed the first and last-two weeks of each term.
 - i. Relocation: Residents granted a room change must relocate within 48 hours of receiving notice, or by the end of the term, whichever comes first. This includes check-out from the original room and check-In to the new room.
 - ii. Delay: Residents who do not change Rooms within 48 hours of receiving notice may incur a delay fee pursuant to <https://housing.uoregon.edu/myhousing-resources>.
 - iii. Unauthorized Room Changes: Residents must reside in the room to which they are assigned. Residents who change rooms without approval will be required to return to their assigned room, may incur a fee pursuant to <https://housing.uoregon.edu/myhousing-resources>, and may be subject to sanctions for violation of the Student Conduct Code.
- 4.5. **CONSOLIDATION OR REASSIGNMENTS:** 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 the residence halls and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University.
 - i. **Temporary Assignments:** Subject to availability, late applicants may be assigned a temporary Room until a permanent Room is available. Furnishings may vary for facilities that are used for temporary housing. Residents assigned a temporary Room will be charged the double room and board rate with their requested meal plan. When assigned to a permanent Room, residents agree to complete the Room change within 48 hours of notification.
 - ii. **Single Room Assignments:** Single rooms are assigned on a priority basis according to assessment of student needs, date of request, and availability. If the resident in a single Room wishes to add a resident and pay the double Room rate, the Resident must (1) find an eligible roommate and seek authorization from University Housing; or (2) request a Room change to a double Room.
 - 1. Residents in a Room with only one occupant must pay the Single-room rate unless otherwise authorized by University Housing. Information regarding Single-room rates can be found at <https://housing.uoregon.edu/myhousing-resources>.
 - iii. **Double and Triple Room Assignments:** When a vacancy occurs in a double or triple Room, University Housing may, in its sole discretion based on availability and other considerations, take any of the following actions:

1. Residents in a Room with more than one occupant will pay the double-Room or triple-Room rate unless otherwise determined by University Housing. Information regarding double- and triple-Room rates can be found at <https://housing.uoregon.edu/myhousing-resources>.
2. reassign residents to another Room with another resident or assign another resident to the current Room, and the Residents will continue paying the double- or triple-Room rate previously paid;
3. allow Residents to remain in the current Room and convert the Room from a triple- to a double-Room rate or from a double- to a single-Room rate; or
4. if University Housing has no other available Rooms or residents needing reassignment, continue charging the Residents the appropriate double- or triple-Room rate so long as the Residents do not use the vacated, unassigned space and furnishings in the Room and the residents agree to accept a new resident, when assigned. Use of the vacated space and furnishings while the space is unassigned will result in a holdover fee charged to the student, referral to the student conduct system, and may result in University Housing administratively moving the student to another room assignment. Refusal to accept another resident in the unassigned space or any efforts made by the resident to discourage or prevent another resident from moving in, may result in the residents being charged the appropriate single- or double-Room rate retroactively charged to the first day the vacant space became vacant.

5. FOOD SERVICES

- 5.1. **MEAL PLANS:** All Residents must have a University Housing meal plan. Information and details regarding meal plan options can be found at <https://housing.uoregon.edu/mealplans>. Meal plan points distributed each week depend on the plan selected. Meal plans are available for this contract term only (non-transferrable to another contract term) and will be terminated on the last day of this contract (or at time of cancellation if mid-contract term). Residents are billed for meal plan points used regardless of when the meal plan is terminated.
 - i. If no meal plan is selected through the self-selection or assignment process, the default meal plan (Standard – 80 points) will be assigned to the Resident.
 - ii. Residents living in Yasui Hall cannot have a residential meal plan.
- 5.2. **UNUSED MEAL PLAN/POINTS:** University Housing takes into consideration that the average resident may be absent for a certain number of meal periods per week and sets plans and rates accordingly. For this reason, no contract adjustments or refunds will be made for missed meals or unused meal points per week; or at time of contract end or termination.
- 5.3. **MEAL PLAN CHANGES:** Residents may change meal plans one (1) time per term. Changes submitted by Wednesday at 12:00pm (noon), or previously notified date due to holiday/closures, are effective on the Sunday of the week after the change is requested. Additional requests after this one change would require approval by petition.
- 5.4. **GUEST MEALS:** Residents on point-plans may use their points to purchase dining access for a guest. Dining access for the Carson meal plan is limited to the student on the meal plan. Residents must accompany their guests in the dining venues. University Housing reserves the right to limit or deny guest access.
- 5.5. **ACCESS TO UNIVERSITY HOUSING DINING:** A university ID Card is required for access to University Housing dining venues. Convenience entries (entry into a dining center without an ID Card) are limited to eight (8) per term, but is not allowed for students using Duck Bucks or the Carson meal plan (UO student ID card must be present). Residents using convenience entries must show picture identification and provide their student identification number. Residents who loan their UO ID Cards to a third party will be assessed a charge in addition to the meal points or Duck Bucks used during the unauthorized entry.
- 5.6. **CONDUCT IN DINING FACILITIES:** Shoes and shirts must be worn at all times in dining venues. Food, dishes and utensils may not be taken from the dining venues. Residents will be assessed a fee pursuant to those set forth on <https://housing.uoregon.edu/myhousing-resources>. Disorderly conduct is not permitted.
- 5.7. **MEALS IN EXCESS OF THE MEAL PLAN:** Students may purchase meals in excess of those provided by a meal plan by using Duck Bucks, cash, debit card, or credit card.
 - i. **Duck Bucks:** Duck Bucks is a university operated prepaid debit program using the UO ID Card. The terms and conditions of the university's Duck Bucks program can be found at <https://emu.uoregon.edu/duck-bucks-terms-and-conditions>. University Housing may provide Duck Bucks to a student as a part of a meal plan. A student accepts the terms and conditions of the Duck Bucks program if they purchase a meal plan that includes Duck Bucks, and they use the Duck Bucks provided to them.

6. POSSESSION AND VACANCY

- 6.1. **CHECK-IN:** Each Resident must complete the check-in process prior to residing in their assigned room. The check-in process includes arrival on-campus and obtaining building and room access from staff either at the Housing Service Center (HSC), or during an alternate pre-arranged check-in date and time. Receiving access (either via electronic or physical key) to a room constitutes possession and occupancy of the room.
 - i. **Pre-Contract Arrivals:** Residents may request arrival prior to the designated check-in dates by submitting a request for an early check-in via the Change in Arrival Request Form found at <https://housing.uoregon.edu/myhousing>. Early check-in daily charges will be applied based on the date of check-in prior to the contract start date on a prorated basis. University Housing's ability to accommodate early check-in for the winter and spring terms is very limited.
 1. Residents who check-in prior to the designated check-in dates without prior approval may be assessed an additional improper early arrival/check-in fee.
 - ii. **Late Arrivals:** University Housing may cancel all room assignments for Residents who do not arrive by the designated check-in dates. Residents arriving after the designated check-in dates, must notify University Housing via the Change in Arrival Request Form found at <https://housing.uoregon.edu/myhousing> prior to the designated check-in dates.
- 6.2. **VACATING AND CHECK-OUT:** Information regarding check-out dates for each academic term can be found at <https://housing.uoregon.edu/myhousing-resources>.

- i. **Withdrawal:** Residents must notify University Housing if they withdraw from the University. The Resident must complete Check-Out within seventy-two (72) hours of withdrawing. Residents who withdraw from the University will remain subject to this contract and be charged a prorated amount for housing and meals through the date of Check-Out, regardless of their date of withdrawal from the University. Any housing and meal payments in excess of amounts incurred, including any applicable contract breakage fees, etc., will be applied to the Resident's University account and handled in accordance with the University's Revolving Charge Agreement
 1. Prorated charges for housing and meals through the Resident's date of Check-Out are subject to the following additional modifications:
 - a. Cancellation or Contract Breakage Fee schedule as outlined in section 7.5 below;
 - b. Residents who check-out during the last ten (10) days of the contracted housing period for a term will be charged for all of the last ten (10) days;
 - c. Residents who occupy a room for fewer than ten (10) days will be charged for a minimum of ten (10) days.
 - d. Residents who vacate after the end of a term, but before the start of the following term are charged a fee equal to either:
 - i. Minimum of ten (10) days of the break charge rate,
 - ii. The number of days until the date the unit has been fully vacated, whichever comes later.
- ii. **Check-Out:** The residence halls will close at 12:00pm (noon), on the Friday of Finals week. Residents are not permitted in the residence halls after this date and time without prior approval from University Housing. Residents must complete the check-out process prior to leaving their room and the residence halls. This includes, but is not limited to: check-out upon change of room, cancellation of this contract by the student, or termination by University Housing. Information regarding standard check-out dates for each academic term can be found via the housing website <https://housing.uoregon.edu/myhousing-resources>.
- iii. **Check-Out Procedures:** The check-out process includes the following during the check-out dates or a separately pre-arranged date and time:
 1. if applicable, notifying University Housing of intent to leave the residence halls by submitting a Residence Hall Check-Out Request at <https://housing.uoregon.edu/myhousing>
 2. completing the check-out checklist,
 3. removing all personal belongings and cleaning the room,
 4. completing all necessary forms provided by University Housing, and
 5. submitting a self-check-out form and/or returning any keys or access cards to the HSC
- iv. **Failure to Check Out:** University Housing will continue to charge Residents the full room and meal plan rates until check-out procedures are completed. If a Resident fails to complete check-out, University Housing may charge additional fees to change the room lock and for improper check-out.
- v. **Removal of Personal Property:** Residents are solely responsible for removing their belongings from the Residence Halls at the time of contract termination or the end of the Residence Hall contract period, whichever is sooner. If a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the student or their designated personal representative (proxy) may complete a Residence Hall Check-Out designee form.
- vi. **Abandoned Property:** Any personal property left behind by the student after Check-Out is deemed abandoned, and the University is entitled to dispose of it in any manner after 14 days of remaining unclaimed.
- vii. **Mailing Address:** Residents are responsible for keeping University records up to date with a current physical address, email address, and phone number until all liabilities and claims are paid.

7. CANCELLATION AND TERMINATION OF CONTRACT

- 7.1. **BASIS FOR CANCELLATION:** The Resident may withdraw the housing registration 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. Residents may have the right to petition cancellation or contract breakage fees, as outlined below. All requests for cancellation or termination of this contract must be completed through the appropriate form within the My Housing portal at <https://housing.uoregon.edu/myhousing>.
 - i. **Cancellation by Resident:**
 1. they did not attend classes at the University.
 2. they are not subject to the live-on requirement.
 3. they have been granted an exemption from the university live-on requirement. Approved exemptions are still subject to the cancellation and contract breakage fee schedule.
 - ii. **Cancellation, Modification, or Termination by University Housing:** University Housing, in its sole discretion, may modify this contract in lieu of cancellation or termination. Modification shall include, but not be limited to, transferring the Resident to a different residence hall, or restricting the Resident's access to any residence hall. University Housing may cancel, or modify this contract and require the Resident to vacate the residence halls for any of the following reasons:
 1. The Resident's room or the residence hall where the Resident resides (or will reside) is untenable because of construction, damage, or destruction by fire, natural disaster, or other causality or condition.
 2. Upon the occurrence or continuation of a pandemic, of a federal, state, or local declaration of a state of emergency related to a natural disaster, or any other significant event or as determined necessary by the University in accordance with its emergency operation and/or business continuity plans. In such case, the Resident will be billed only for days in residence.
 3. When residence halls are unavailable, and in such event, University Housing may, in its discretion and as an alternative to cancellation, make temporary alternative off-campus housing arrangements.
 4. Although Resident may not be in violation of the terms of this contract, if Resident poses a health or safety risk to themselves or others, or if interim measures or sanctions required by the Office of Student Conduct and

Community Standards, The Office of Institutional Civil Rights Compliance, Dean of Students, or others require, the University may immediately terminate this contract, assign the Resident to a new room, or take other actions as necessary.

5. The resident has completed a housing contract but has not selected a room through the self-selection process by August 15; and has not returned communication efforts to University Housing regarding their delay in completing this process. Cancellation fees may be applied in accordance with the cancellation and contract breakage fee schedule as outlined below in section 7.5.
 - a. Incoming first-time, first year students direct from high school are required to live on campus per the live-on requirement as stated in section 2.1, and to register to live on campus by August 15. Students who meet these criteria and fail to complete their housing registration by August 15 may not be able to be accommodated with a room assignment in University Housing facilities and may need to submit an exemption request.
6. The resident:
 - a. is required by law to register as a sex offender.
 - b. is charged or convicted of a crime or crimes against persons or any other conduct that may threaten the safety or security of other residents.
 - c. is charged with violating University Housing policy or university policy.
 - d. has failed to adhere to direction given by university officials designed to protect the safety of the student or the community.
 - e. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence.
7. Resident notifies the university that they will not be attending the university, the Resident is authorizing University Housing then may cancel this contract. All contract cancellation or termination elements outlined herein may apply.
8. The resident fails to take occupancy within ten (10) days of the beginning of a contract term. All residents who do not take occupancy within ten (10) days of the beginning of a contract term will be administratively cancelled out of their room and meal plan (as applicable) and will be subject to cancellation and contract breakage fee schedule charges as outlined below in section 7.5.
9. The resident fails to meet their financial obligations under the terms of this contract. The resident will be subject to all room and board charges up to the date of vacancy and cancellation and contract breakage fee schedule charges as outlined below in section 7.5.
10. The resident has been academically dismissed from the university or withdraws from classes at the university. The Resident has 72 hours from date of dismissal/withdraw to vacate and check out of their room.
- iii. In the event of termination of this contract, the resident will be subject to all room and board charges up to the date of vacancy or administrative cancellation; and cancellation and contract breakage fee schedule charges as outlined below in section 7.5.
- iv. The University will give the Resident at least 72 hours' notice prior to termination of this contract ("Termination Notice"). The Termination Notice will state the basis for termination and the date of termination ("Termination Date").
 1. The Resident may contest the Termination Notice by responding to it with the reasons why termination is not appropriate within 24 hours of receiving the Termination Notice. If University Housing determines termination is still appropriate after reviewing any information presented by the Resident, the Resident will be notified and who must cease residing in the residence halls and remove all of their property by the Termination Date.
- 7.2. **DEFAULT:** Resident is in default of this contract in the event of any of the following: non-payment; violation of the terms of this contract; a finding of violation of the expectations listed in Section 9.4; failure to meet eligibility requirements; and good cause, as determined by the University.
- 7.3. **EFFECT OF DEFAULT:** In the event of Resident's default, the University may use any remedy allowed at law or equity. This includes, but is not limited to, reassignment to a new Room, fees, termination of this contract, removal of the Resident from the residence halls, and restrictions on the right to register for courses or to receive transcripts, diploma, or degree.
- 7.4. **CANCELLATION AND CONTRACT BREAKAGE FEES:** Due to the degree of difficulty to ascertain the amount of actual damages, the Cancellation and Contract Breakage Fee represents a reasonable endeavor by University Housing to estimate fair average compensation for its harm from resident cancellation or contract breakage. Resident understands and agrees to the cancellation and contract breakage fee schedule upon signature of this contract.
- 7.5. **CANCELLATION AND CONTRACT BREAKAGE FEE SCHEDULE**
 - i. **The Cancellation Fees are as follows for Residents who cancel prior to taking Occupancy:** For Residents who never take occupancy of their residence hall room and complete a contract cancellation request form, the following cancellation fees apply. These fees are based on the date the Resident completes the contract cancellation form through the My Housing portal found at: <https://housing.uoregon.edu/myhousing>.
 1. On or before June 1 No charge, initial housing payment is refunded
 2. June 2 - July 31 \$350.00 (initial housing payment forfeited)
 3. August 1 - August 15 \$500.00 (including forfeiture of initial housing payment)
 4. August 16 – August 31 \$1,000.00 (including forfeiture of initial housing payment)
 5. September 1 or after \$1,500.00 (including forfeiture of initial housing payment)
 - ii. **The Contract Breakage Fees are as follows for Residents who terminate this contract after taking Occupancy:** For Residents who terminate this housing contract and remain enrolled at the University of Oregon, and have taken occupancy of their room space, are subject to a contract breakage fee equal to 50% of the remaining room and board of the contract period as stated in section 1.1 above. Contract breakage fees based on the following:
 1. the Resident completes the appropriate Residence Hall Check-Out through the My Housing portal found at: <https://housing.uoregon.edu/myhousing>
 2. date of vacancy of room space.
 - iii. **Cancellation or Contract Breakage Fee Waiver:** The Resident may cancel or terminate this contract without cancellation or contract breakage fee (registration fee is always non-refundable), under the following circumstances:

1. Cancellation of the contract within two (2) days (48 hours) of receipt of initial housing payment, without taking occupancy of a space. If the Resident has taken occupancy of a space within the residence halls, the contract breakage fee schedule will be applied.
 2. Cancellation of this contract on or before June 1, 2025.
 3. Completion of their academic program and graduating; vacating their assigned space at the end of their last term.
 4. Participating in a university-operated educational leave program (such as study abroad, Oregon Institute of Marine Biology (OIMB), or student teaching outside of local area).
 5. Enrollment at University of Oregon Portland Campus, or lease with Family Housing and University Apartments (FHUA).
 6. Proof of marriage, domestic partnership, parenting, and student family housing is not available.
 7. Called up for active duty or military service.
- iv. **Petitions:** If the Resident was subject to the contract cancellation or contract breakage fee schedule, or other housing fees, they may petition for forgiveness of this fee. The resident must submit a Petition Request form as found through the My Housing portal, including a written statement demonstrating extraordinary circumstances accompanied by supporting documentation.
1. If the Petitions Committee determines to forgive the fee, the student will remain responsible for paying prorated room and meal charges, if any, incurred from the date the resident retained occupancy until cancellation or contract breakage. When determining whether to forgive a fee, the Petitions Committee considers all facts and circumstances, including, but not limited to whether the student:
 - a. is experiencing significant, unforeseeable financial hardship outside the student's reasonable control;
 - b. is leaving University housing necessitated by medical or health needs documented by a licensed healthcare provider;
 - c. failed to register or cancelled registration of university classes; or
 - d. withdrew or was dismissed for non-disciplinary reasons.
 2. Requests to petition housing charges must be submitted within ninety (90) days of the date the charge(s) was placed on the resident's account.
 3. The decision of the Petitions Committee is final.
 4. The University will not forgive housing fees due to a resident's withdrawal or dismissal from the University in connection with Student Conduct Code violations, complaints, investigations, or sanctions due to the student's conduct.

8. HOUSING STANDARDS AND EXPECTATIONS

- 8.1. **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.
- 8.2. **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 University Housing, 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. Residents 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 (<https://housing.uoregon.edu/standards>)
 - iii. University policies (<https://policies.uoregon.edu>)
 - iv. The City of Eugene's noise ordinances (https://eugene.municipal.codes/EC/04_AdvertisingNoiseMaking)
 - v. All applicable state and federal laws
- Any enforcement processes or procedural protections found in the Student Conduct Code and City of Eugene ordinances referenced in this Section 8.2 are not a part of or incorporated into this contract.
- 8.3. **DAMAGES:** Residents agree to pay for any damages to the residence halls willfully or negligently caused by the resident or the Resident's guests. Residents are responsible for paying for damages to the building and for damaged or missing furniture or equipment.
- i. Residents have a responsibility to advise University Housing, through established procedure, of any deterioration or malfunction of residence hall spaces. Failure to do so may result in the Resident being assessed charges based on any special or required clean up, repair, or replacement.
 - ii. Residents are to be jointly and severally liable for any damages that occur within common areas. If damage in common areas within a residence hall cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within the residence hall, the residents of that residence hall or wing will be charged collectively. This is referred to as the "group damages" charge on university billing statements.
 - iii. All damage charges are due immediately upon receipt of the billing statement. Unpaid charges may lead to removal from the residence halls, application of late fees, enrollment being blocked, official records being held, and other costs and charges for collection of the unpaid amount.
- 8.4. **ROOM ENTRY:** Residents have a right to privacy and are protected against unreasonable searches of their rooms. University Housing staff may enter a Resident's room, suite, or apartment without notice in emergencies where imminent danger to life,

safety, health, or property is reasonably feared; or when preventative maintenance is scheduled. Maintenance (Fix It) requests initiated by the Resident constitute permission to enter the Resident's room to perform needed maintenance in that space. To maintain an environment that facilitates academic success for other residents, staff may enter a room to turn off an alarm, music, television, or other items causing a disturbance after they have been unable to locate the room's residents.

9. COMMUNICATION AND PUBLICATION

- 9.1. **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>.
- 9.2. **TEXT MESSAGING:** University Housing may utilize text-messaging platforms to communicate with residents regarding important information. Residents may indicate to opt-out of this communication through the housing registration process.
- 9.3. **RECEIPT OF MAIL:** Residents will be assigned a mailbox number. All mail received through University Housing will be placed in the Resident's assigned mailbox, or a designated parcel locker. Mail service may be interrupted or suspended during breaks between terms. Residence hall 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.
- 9.4. **PHOTOGRAPHS AND FILMOGRAPHY:** The Resident agrees to allow the university to use photographs or film of the Resident and/or the rooms in the residence halls or dining venues where the Resident may be present for the university's promotional purposes, and other promotions that the university deems appropriate.

10. COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS

- 10.1. **CONTRACT TERMS:** The University may need to implement health and safety measures for the academic year. Below are some Residence Hall 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 the Residence Halls. 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. Residents who do not agree to the health risks related requirements in this Residence Hall contract, may request an exemption from the requirement to live on campus at <https://housing.uoregon.edu/myhousing>.
 - 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 the Residence Halls. 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 the Residence Halls, 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 roommates and close contacts (hygiene, masking, distancing, etc.). If the University experiences an infectious disease outbreak, various isolation plans may be required. This may include an isolate-in-place plan for certain infections, and under these circumstances, the infectious individual and their roommates may be asked to provide informed consent to remain in their rooms.
 - iv. **Dining Services:** Dining services may be modified at the discretion of University Housing due to public health concerns. For example, University Housing may limit the occupancy of dining halls, limit the amount of time students may spend within dining halls, or make other operational adjustments as needed. University Housing meal plans may also be modified.
 - v. **Termination for Safety:** Upon reasonable notice to 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 in the residence halls to expand emergency housing capacity, due to inability to find alternative housing for Residents who need relocation, to close one or all the residence halls, or to take other actions in the interest of public health and safety. If, at any time, the university closes the residence halls 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 residence hall contract period.
 - vi. **Remote Courses:** The University, the State of Oregon, or a public health authority may decide, at any time, that education for the academic year will be provided either primarily or exclusively via remote instruction. This contract will remain in effect regardless of the University's mode of delivery of education.
 - vii. **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 the Residence Halls, 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 the residence halls 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.

11. DISCLOSURES AND PROVISIONS

- 11.1. **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 rooms, 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 resident check-in will ensure safety. Questions about lead, asbestos or any potentially hazardous substances may be directed to University Housing.
- 11.2. **LEAD DISCLOSURE:** The University of Oregon manages a voluntary drinking water monitoring for campus buildings, including residence halls. 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 drinking water monitoring program. <https://safety.uoregon.edu/drinking-water-monitoring>.
- 11.3. **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.
- 11.4. **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.
- 11.5. **GOVERNING LAW:** Any dispute arising out of or related to this agreement shall be governed by Oregon law and shall be litigated in Lane County Oregon. Resident consents to personal jurisdiction in Oregon.
- 11.6. **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.

12. UNIVERSITY RESPONSIBILITY

- 12.1. **SERVICES:** University Housing will attempt to continue services, including, but not limited to, food and dining, mail, custodial, heating, maintenance, and security ("services"), at all times.
- 12.2. **CONDITIONS BEYOND UNIVERSITY HOUSING'S CONTROL:** University 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 residence hall facilities.
- 12.3. **PERSONAL PROPERTY LIABILITY:** University Housing is not liable for theft, loss or damage to personal property in resident Rooms, public areas, laundry, storage rooms, or elsewhere. It is the residents' responsibility to keep their Rooms locked at all times. The University highly recommends residents confirm whether they are covered by family personal property insurance or carry private insurance policies to protect their property against loss.
- 12.4. **MANDATORY REPORTERS:** All University Housing employees, including student leaders and staff, are mandated reporters of child abuse. All University Housing employees are also required to report prohibited discrimination, including sexual harassment and assault. For information regarding who is required to report prohibited discrimination and confidential resources, please the University's websites for
- victim assistance (<https://safe.uoregon.edu>),
 - prohibited discrimination and retaliation policy, (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation>),
 - employee reporting categories and responsibilities (<https://investigations.uoregon.edu/employee-responsibilities>).

[Electronically signed on My Housing]