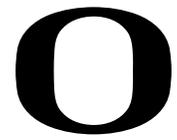


SUMMER RESIDENCE HALL CONTRACT AND COMMUNITY EXPECTATIONS UNIVERSITY HOUSING



UNIVERSITY OF
OREGON

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, 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 uoaec@uoregon.edu. The office is located at Suite 360 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 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 Housing Changes in Response to the Novel Coronavirus (COVID-19)

University Housing has implemented temporary housing procedures in accordance to guidance from state and local health authorities to implement social distancing and increased prevention strategies. To the greatest extent possible, students will be in private rooms with private bathrooms to maintain social distancing, in keeping with the Governor Kate Brown's executive order issued on March 23, 2020 in effort to slow the spread of COVID-19.

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

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

Table of Contents

TERMS AND CONDITIONS	1
CONTRACT TERM	1
1. ELIGIBILITY	1
1.1. GENERAL ELIGIBILITY	1
1.2. SEX CRIMES AND REGISTERED SEX OFFENDERS.....	1
1.3. PROOF OF ELIGIBILITY.....	1
1.4. NOTICE OF CHANGES IN RESIDENT’S STATUS	1
2. PAYMENTS DUE UPON APPLICATION	1
2.1. APPLICATION FEE.....	1
2.2. PAYMENT INFORMATION	1
2.3. NONPAYMENT.....	2
3. CHECK-IN AND ASSIGNMENTS	2
3.1. CHECK-IN.....	2
3.2. ASSIGNMENT CONSIDERATIONS	2
3.3. ASSIGNMENT OF STUDENTS WHO SMOKE.....	2
3.4. ADMINISTRATIVE ASSIGNMENTS	2
3.5. TEMPORARY ASSIGNMENT	2
3.6. SUMMER ROOM ASSIGNMENTS TO ADDRESS COVID-19.....	2
4. ROOM CHANGE	2
4.1. REQUESTING A ROOM CHANGE	2
4.2. CHANGING ROOMS	2
4.3. DELAY FEE	2
4.4. UNAUTHORIZED ROOM CHANGE	2
5. ROOM RATES	2
5.1. RATE AMOUNTS	2
5.2. RATE AND FEE ADJUSTMENTS.....	2
5.3. BILLING AND PAYMENT	2
5.4. PAST DUE AMOUNTS.....	3
6. FOOD SERVICES	3
6.1. MEAL PLANS.....	3
6.2. MEAL PLAN CHANGES.....	3
6.3. MEALS IN EXCESS OF THE MEAL PLANS.....	3
6.4. DUCK BUCKS.....	3
6.5. ACCESS TO UNIVERSITY HOUSING DINING.....	3

6.6.	GUEST MEALS.....	3
6.7.	CONDUCT IN DINING FACILITIES.....	3
7.	MAIL AND E-MAIL.....	3
7.1.	US MAILBOX.....	3
7.2.	UNIVERSITY EMAIL.....	3
8.	HOUSING STANDARDS AND EXPECTATIONS.....	3
8.1.	ENFORCEMENT.....	3
8.2.	HOUSING STANDARDS.....	4
9.	CHECK-OUT.....	4
9.1.	CHECK-OUT PROCEDURES.....	4
9.2.	FAILURE TO CHECK-OUT.....	4
9.3.	MAILING ADDRESS.....	4
9.4.	ABANDONED PROPERTY.....	4
10.	DEFAULT AND REMEDIES.....	4
10.1.	DEFAULT.....	4
10.2.	EFFECT OF DEFAULT.....	4
10.3.	TERMINATION.....	4
10.4.	OTHER CIRCUMSTANCES TRIGGERING REMEDIES.....	4
10.5.	LIABILITY.....	4
11.	DISCLOSURES.....	5
11.1.	ASBESTOS DISCLOSURE.....	5
11.2.	LEAD DISCLOSURE.....	5
12.	MISCELLANEOUS.....	5
12.1.	APPLICABLE LAW.....	5
12.2.	SEVERABILITY.....	5
12.3.	LIMITATION OF DAMAGES AND DISPUTE RESOLUTION.....	5
12.4.	BILLING RIGHTS.....	5
12.5.	CONTROLLING TERMS.....	5
12.6.	SURVIVAL.....	5

TERMS AND CONDITIONS

By signing the signature page of this contract, you, the undersigned (“**Resident**”), agree to the terms and conditions of this Residence Hall Contract (“**contract**”). This contract is for a room (“**room**”) in University Housing and creates no right to occupy a particular room in a particular location or building. This contract obligates the University of Oregon to provide you with housing only as set forth in this contract. All portions of University Housing remain under the exclusive ownership and control of the University of Oregon.

CONTRACT TERM

Resident understands that the term of this contract (“**Contract Term**”) begins the date of Resident’s Check-In (as defined in Section 3.1) and ends on the date of Check-Out (as defined in Section 9). Information regarding Check-In and Check-Out Dates is available on <https://housing.uoregon.edu/myhousing-resources>.

This is not a lease. Neither this contract nor your occupancy of space in University Housing is subject to the “Oregon Residential Landlord and Tenant Act” or ORS chapter 90. The University of Oregon and those acting on its behalf or at its request may, when warranted, remove any person from University Housing 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’s or guardian’s signature. If the Resident is under 18 years of age, a parent’s or guardian’s signature is required.

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

1. ELIGIBILITY

1.1. GENERAL ELIGIBILITY

Summer University Housing in the Residence Halls is provided on a space-available basis for students who meet the following criteria: (1) Resident is enrolled at the University or in a University-sponsored workshop or program for a minimum of one credit hour; (2) if Resident was a Resident in the Residence Halls during the immediately preceding academic year and is registered for summer classes, then Resident is eligible to live in the Residence Halls during Zero Week following the immediately preceding Spring Term; or (3) if Resident completed at least eight weeks of summer classes and has signed the University Housing Residence Hall contract for the subsequent academic year, then Resident is eligible to live in the Residence Halls upon termination of summer classes until Fall Term Opening, subject to Early Arrival Rates as applicable.

In any event, 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 as a delinquent account for housing-related charges.

1.2. SEX CRIMES AND REGISTERED SEX OFFENDERS

If you have been convicted of a sex crime (for example, any crime involving unwelcome or otherwise unlawful acts of a sexual nature) or have been required to register as a sex offender, you are required to immediately disclose this information as part of the University Housing contracting process. This requirement extends beyond your initial agreement to this contract. You 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 agreeing to this contract. You 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.

All disclosures must be provided to Associate Director, Residence Life, Systems and Services at housingdisclosure@uoregon.edu or the University Housing office. If you have questions regarding the crimes covered by this disclosure requirement, you may refer to the definition of sex crimes included in ORS 163A.005 or contact the Associate Director, Residence Life, Systems and Services.

Failure to provide complete and accurate information may result in termination of this contract and disciplinary proceedings. The University may contact you for additional information regarding the conviction. The University will respond to your request for housing after full review of the information and circumstances of the conviction.

Notifying the University as required in this section is unrelated to and does not fulfill any requirement to register under ORS Chapter 163A.

1.3. PROOF OF ELIGIBILITY

Residents must provide proof of eligibility if requested.

1.4. NOTICE OF CHANGES IN RESIDENT’S STATUS

Any change in a Resident’s status that may render a Resident ineligible to reside in University Housing must be reported to University Housing at <http://housing.uoregon.edu/myhousing> at least ten business days prior to the change.

2. PAYMENTS DUE UPON APPLICATION

2.1. APPLICATION FEE

Students who apply for a room in a Residence Hall must pay a non-refundable application fee. The application fee is due no later than the application deadline.

2.2. PAYMENT INFORMATION

Information regarding payment, fee amounts, and due dates can be found at <https://brp.uoregon.edu/content/tuition-mandatory-fees-housing-special-fees-fines-book>.

2.3. NONPAYMENT

Unless University Housing has approved a fee deferral, students will not be accepted to the Residence Halls or receive a room assignment until, in addition to the application and signed contract, they have paid the application fee and initial housing payment. Students who pay the required amounts after the application deadline will be placed on a waiting list if no rooms are available.

3. CHECK-IN AND ASSIGNMENTS

3.1. CHECK-IN

Each Resident must complete the Check-In (“**Check-In**”) process prior to occupying their assigned room. The Check-In process includes completing the University Housing Application, arrival on-campus, notifying University Housing that you are taking possession of your assigned room, obtaining keys from staff, and completing all necessary online forms provided by University Housing and available on My Housing at <https://housing.uoregon.edu/myhousing>. If Resident has not executed this contract prior to Check-In, by completing Check-In Resident agrees to be bound by the terms and conditions of this contract. Further, by completing Check-In, Resident accepts the condition of the room and contents at the time Check-In. The condition of the room upon completion of Check-In is the standard for the condition of the room and contents at the termination of occupancy.

3.2. ASSIGNMENT CONSIDERATIONS

Subject to the provisions of this contract, the University agrees to provide Resident with space in a Residence Hall. The University will attempt to accommodate Resident’s space preferences; however, the University does not guarantee assignment to a particular building, transfer, type of accommodation, specific roommate, or single room.

3.3. ASSIGNMENT OF STUDENTS WHO SMOKE

The UO campus is tobacco and smoke free. This includes the use of e-cigarettes and hookahs. Although smoking is not permitted anywhere on campus, smokers may return to campus after having smoked.

3.4. ADMINISTRATIVE ASSIGNMENTS

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, 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. If the University changes Resident’s room assignment or houses Resident off-campus as a result of Resident’s actions, the University has the right to charge any fees associated with the change to Resident.

3.5. TEMPORARY ASSIGNMENT

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, Resident agree to complete the room change within 48 hours of notification. Temporary assignments may also be made in the case of an emergency.

3.6. SUMMER ROOM ASSIGNMENTS TO ADDRESS COVID-19

Rooms will be assigned on a priority basis according to assessment of student needs (including ADA accommodations), date of request, and availability. Residents may be assigned to a single, double- or triple-room. All Room assignments will be single occupancy. All Residents will be charged the double room and board rate.

4. ROOM CHANGE

4.1. REQUESTING A ROOM CHANGE

Residents seeking a room change must complete a Room Change Request Form available at <https://housing.uoregon.edu/myhousing>. University may, in its sole discretion based on assessment of student needs and space availability, grant a room change.

4.2. CHANGING ROOMS

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. After the first room change, Resident must pay a \$10.00 administrative charge for each additional room change.

4.3. DELAY FEE

Residents who do not change rooms within 48 hours of receiving notice will be charged a \$50.00 fee. Residents who leave for break between terms without, as applicable, transferring out of their old room and into their new room will be charged a \$100 holdover fee.

4.4. UNAUTHORIZED ROOM CHANGE

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, charged a \$50.00 fee, and may be subject to sanctions for violation of the Student Conduct Code.

5. ROOM RATES

5.1. RATE AMOUNTS

The room and meal plan rates for the summer term are listed at <https://housing.uoregon.edu/summer>. Information regarding Fall Term including Early Arrival dates and rates can be found at <https://housing.uoregon.edu/myhousing-resources>.

5.2. RATE AND FEE ADJUSTMENTS

The University’s Residence Hall rates and fees are approved annually by the University’s Board of Trustees. If your application and contract are submitted prior to the Board of Trustees’ annual approval, your housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.

5.3. BILLING AND PAYMENT

Residents staying for less than eight weeks must make payment in full on the first business day after Check-In to the Resident Hall. Electronic payments can be made by logging into DuckWeb, selecting student menu, then selecting QuikPAY® Student Account.

Payments can also be made either by mail or at the Cashier's Office with cash, check, traveler's check, or money order. All financial transactions are handled by, and charges are payable at or through, the University's Business Affairs Office. Residents that have claimed their Duck ID will not receive hardcopy bills through the mail; they will only receive e-bill notifications at their UO email address. All charges and credits will be applied to the Resident's University account.

Residents will be billed for room and optional board plans, and, except as otherwise stated, payments are due on the first of each month.

A monthly bill notification, with instruction on how to view the bill, will be sent to resident's official University e-mail account. Payments can be made either by mail at the Cashiers Office located in the Thompson University Center or online through DuckWeb using QuikPAY®.

5.4. PAST DUE AMOUNTS

University Housing uses the University's Revolving Charge Account ("RCA") Program for billing and payment for all amounts left unpaid within 10 days of the due date. Information regarding the RCA can be found at <https://policies.uoregon.edu/revolving-charge-accounts> and the terms and conditions of the RCA can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. By accepting the terms of this contract, Resident agrees to be bound by the terms of the RCA, including interest rate and overdue billing charge terms.

6. FOOD SERVICES

6.1. MEAL PLANS

Information regarding University Housing's summer meal plan options can be found at <https://housing.uoregon.edu/summer-dining>.

6.2. MEAL PLAN CHANGES

Resident may add, change, or cancel meal plans by written request at any time. Changes to meal plan packages will be effective on Sunday of the following week.

6.3. MEALS IN EXCESS OF THE MEAL PLANS

Resident may purchase meals in excess of the selected plan by using Duck Bucks, cash, debit card, or credit card.

6.4. 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.

6.5. ACCESS TO UNIVERSITY HOUSING DINING

A UO ID Card is required for access to University Housing dining venues. Convenience entries (entry into a dining center without UO ID Card) are limited to eight per term. To use a convenience entry, Resident is required to show a form of picture identification and provide Resident's student identification number. Meals may not be shared or transferred. Residents who lend their UO ID Cards will be assessed a \$25 charge in addition to the meal points or Duck Bucks used during the unauthorized entry and may be subject to further disciplinary action. Residents are required to notify University Housing immediately upon the issuance of a UO ID Card that bears a new student identification number.

6.6. GUEST MEALS

Resident may use meal points to purchase meals for a guest. Residents must accompany guests in the dining centers. University Housing reserves the right to limit guest access as set forth in Section 6.5.

6.7. CONDUCT IN DINING FACILITIES

Shoes and shirts must be worn in all University Housing dining venues. No food, dishes or utensils shall be taken from the dining venues. Residents will be assessed a \$25 charge for each violation and may be subject to further disciplinary action. Disorderly conduct is not permitted and may result in disciplinary action under the University's Student Conduct Code, applicable financial penalties, or removal from the Residence Halls.

7. MAIL AND E-MAIL

7.1. US MAILBOX

Each Resident will be assigned a Residence Hall mailbox. All mail received through University Housing will be placed in the Resident's assigned mailbox. Mail service and forwarding may be interrupted or suspended during interim breaks. Residence Hall mail service is an extension 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 referred to the U.S. Postal Service, and the Resident will also be referred to the student conduct process. Residents are required to check their mailboxes on a frequent and consistent basis to ensure receipt of important University communications.

7.2. UNIVERSITY EMAIL

University students are assigned a University email account. Residents are required to check their email on a frequent and consistent basis to ensure receipt of important University communications. Use of University email account is governed by University policies, including the University's policy on the Use of Email for Official and Mass Communications, found at <https://policies.uoregon.edu/use-email-official-and-mass-communications>.

8. HOUSING STANDARDS AND EXPECTATIONS

8.1. ENFORCEMENT

Resident must abide by and conform conduct to the expectations set forth in the University Housing Standards (as set forth in Section 8.2) in addition to other University standards outlined in the University Student Conduct Code (available at <https://studentlife.uoregon.edu/conduct>) and in the University policies (available at <https://policies.uoregon.edu/>). Failure to do so may result in adverse action, including, but not limited to, fines, disciplinary action by University Housing or the Office of Student Conduct and

Community Standards, removal from University Housing, or termination of this contract. A \$25 administrative conduct hearing fee will be assessed to any student who is found responsible for violating the Housing Standards.

8.2. HOUSING STANDARDS

University Housing's Standards provide a safe environment conducive to sleep, study, and socializing. Residents must comply with University Housing Standards. To ensure Resident awareness of these standards, and for ease of reference, the University Housing Standards can be found at <https://housing.uoregon.edu/myhousing-resources>. University Housing will also provide information regarding these standards upon Check-In. University Housing's Standards include:

- Prohibited activities
- Prohibited devices
- Equipment and facilities use
- Entry into the Residence Halls and Rooms
- Keys
- Student identification
- Care and maintaining Residence Halls and Rooms
- Security
- Fire safety
- Health and personal safety
- Animals
- Quiet hours
- Guests
- Alcohol, drugs, smoking, and tobacco
- More information can be found at (<https://housing.uoregon.edu/myhousing-resources>)

9. CHECK-OUT

Residents must complete the Check-Out ("**Check-Out**") process prior to leaving their room and the Residence Halls pursuant to this Section 9. 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.

9.1. CHECK-OUT PROCEDURES

Resident must Check-Out in accordance with required procedures, including complying with relevant timelines and standard Check-Out dates found in the University Housing Application and at <https://housing.uoregon.edu/myhousing-resources>, relinquishing any keys or access cards, and other procedures found at <https://housing.uoregon.edu/moveout>. Upon Check-Out, Resident must return Resident's room to its original configuration.

9.2. FAILURE TO CHECK-OUT

University Housing will charge Residents the full housing rates until Check-Out procedures are completed. If a Resident fails to complete Check-Out, University Housing may charge additional fees for improper Check-Out, including a charge for a lock change if Resident's key is not returned to the Service Center on time.

9.3. MAILING ADDRESS

Residents must provide a current mailing address to University Housing until all liabilities and claims are paid.

9.4. ABANDONED PROPERTY

Any personal property left behind by Resident after Check-Out is deemed abandoned and the University may use, sell, or otherwise dispose of it.

10. DEFAULT AND REMEDIES

10.1. DEFAULT

Resident is in default of this contract in the event of any of the following: (1) non-payment; (2) violation of the terms of this contract; (3) violation of the Housing Standards or other standards referred to in Section 8; (4) failure to meet eligibility requirements; or (6) good cause, as determined by the University.

10.2. EFFECT OF DEFAULT

In the event of the 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.

10.3. TERMINATION

The University will give the student at least three days' 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**"). The Student may contest the Termination Notice by responding to it with the reasons why termination is not appropriate. The Resident must cease residing in University Housing facilities and remove all of Resident's property on or before the Termination Date or be subject to additional fees pursuant to those set forth at https://pages.uoregon.edu/baoforms/bao_drupal_6/sites/brp.uoregon.edu/files/brp/fees/FY20%20OtherFeesFines_Final.pdf.

10.4. OTHER CIRCUMSTANCES TRIGGERING REMEDIES

Even if Resident is not in violation of the terms of this contract, the University reserves the right to immediately terminate this contract, assign the Resident to a new room, or take other actions as necessary if Resident poses a risk to health or safety or if interim measures or sanctions are required by the Student Conduct office or others.

10.5. LIABILITY

University Housing is not liable for loss or damage to personal property in Resident rooms, public areas, laundry, storage rooms, or elsewhere. Resident agrees to pay for any damages to the Residence Halls willfully or negligently caused by the Resident or the

Resident's guests. Resident is responsible for paying for damages to the building and for damaged or missing furniture or equipment. Residents are jointly and severally liable for any damages that occur within common areas. If damage in a Residence Hall common area 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. It is the Resident's responsibility to keep their room locked at all times. Resident may be covered by family personal property insurance or may wish to carry private insurance policies to protect their property against loss.

11. DISCLOSURES

11.1. ASBESTOS DISCLOSURE

Some University apartment and housing units may contain building products that include asbestos. Asbestos may be present in small amounts in sheetrock wall coatings and other finishes. Asbestos has been identified as a potential health concern if building materials incorporating asbestos are not managed and maintained properly. Residents should not install nails or screws, sand or grind the walls, or use double-sided tape on the walls or ceilings in University housing because this may result in damage to building materials, releasing dust that may contain asbestos. Finishes are inspected prior to Resident arrival to ensure that they are in good repair and pose no hazard. Maintaining the finishes in the condition they are in at Check-In will ensure safety. Questions about lead, asbestos, or any potentially hazardous substances may be directed to the University Housing.

11.2. LEAD DISCLOSURE

The University manages a voluntary drinking water monitoring program 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 about the University's drinking water monitoring program is available at <https://safety.uoregon.edu/drinking-water-monitoring>.

12. MISCELLANEOUS

12.1. APPLICABLE LAW

This contract is governed by and must 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 must be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon. Resident consents to personal jurisdiction in Oregon.

12.2. SEVERABILITY

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

12.3. LIMITATION OF DAMAGES AND DISPUTE RESOLUTION

In no event, including negligence or strict liability, will the University be liable for: (1) damages that exceed the amount paid by Resident under this contract; or (2) incidental, consequential, or indirect damages. In the event the University of Oregon is required to hire a third party or attorney to enforce any provision of this contract the University is entitled to repayment of the costs associated with hiring such third party. These fees include, but are not limited to, collection of unpaid amounts, as well as fees incurred for legal appeals, expert fees, and deposition transcript.

12.4. BILLING RIGHTS

In case of billing errors or questions, a Resident may challenge a charge within sixty days after the first bill on which the suspected error or problem appeared by directing their concerns to the Student Billing department of the Business Affairs Office (541-346-3170; <https://ba.uoregon.edu/content/billing-account>).

12.5. 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.

12.6. SURVIVAL

All of Resident's obligations of this contract which, by their nature, are continuing, will survive expiration or termination of this contract (except to the extent that the Resident is released of the obligation by the University).

[Electronically Signed on My Housing]