

# University Housing | UO Portland

## CONTRACT AND COMMUNITY EXPECTATIONS



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

University Housing is intended to provide 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 the Accessible Education Center at 541-346-1155 or by e-mail at [uoaec@uoregon.edu](mailto:uoaec@uoregon.edu).

The University of Oregon actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us and 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, the 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. The 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 [oiarc@uoregon.edu](mailto:oiarc@uoregon.edu). All other questions regarding prohibited discrimination may be directed to the Office of Investigations and Civil Rights Compliance at 541-346-3123. Questions regarding Title IX or other forms of prohibited discrimination may also be directed to the U.S. Department of Education, Western Region, Office for Civil Rights, at 206-607-1600 and [ocr.seattle@ed.gov](mailto:ocr.seattle@ed.gov).

Our highly trained staff awaits your call to discuss any questions you may have. For more information about a housing space that best suits your needs, please call 503-412-3703. 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** 2800 NE Liberty Street University of Oregon Portland, OR 97211-2800 [pdxhousing.uoregon.edu](http://pdxhousing.uoregon.edu) 503-412-3703

*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, you, the undersigned (“**Resident**”), agree to the terms and conditions of this University Housing Portland Contract (“**contract**”). 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.” This contract is for a unit (“**Unit**”) in the NE 27<sup>th</sup> or Holman Apartments (“**Apartment**” and “**Apartments**”) in University Housing and creates no right to occupy a particular Unit 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. This agreement is solely between Resident and the University and is nontransferable. All portions of University Housing’s Apartments remain under the exclusive ownership and control of the University of Oregon. The University of Oregon and those acting on its behalf or at its request may, when warranted, remove any person from the Apartments without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this contract. This contract is nontransferable and may not be assigned, subleased, or delegated to any third party.

This contract may be signed electronically by the Resident if they are 18 years of age or older without a parent’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.

### CONTRACT TERM

#### Please check preferences. Start and End dates will be assigned based upon availability.

Resident understands that the starting date of this contract “**Start Date**” begins on the assigned Start Date, which may be different from the Resident’s move-in date “**Move-In Date**”. Resident’s Move-In Date is determined as the date the student has indicated they will move in. If a Resident’s Move-In Date is before the Start Date of this contract, the Start Date is modified to the Move-In Date. The contract ends on the “**End Date**”, and the period from the Start Date to the End Date is the term of the contract (“**Contract Term**”).

Term-Based or Undergraduate Program (All Except Law Students)

\_\_\_ September 20, 2024 to \_\_\_ June 13, 2025 (9 – month contract)

\_\_\_ September 20, 2024 to \_\_\_ August 31, 2025 (12 – month contract)

Semester-Based (Law Students Only)

\_\_\_ August 16, 2024 to \_\_\_ June 13, 2025 (9 – month contract)

\_\_\_ August 16, 2024 \_\_\_ August 31, 2025 (12 – month contract)

Summer Only

\_\_\_ June 16, 2025 to \_\_\_ August 31, 2025

However, if a Resident is graduating prior to the End Date, the End Date is modified to be the final day of the month of the Resident’s last class or last exam, whichever is later. Notwithstanding the foregoing, a Resident who is graduating may stay in the Apartments through June 13 if: (1) University Housing approves the extension and the Resident 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 through June 17, 2025 for Commencement.

## 1. ELIGIBILITY

### 1.1. GENERAL ELIGIBILITY

University Housing in the Apartments is provided on a space-available basis for students who meet one of the following criteria (“**Eligible Student**”) in accordance with section 3.2 UNIT ASSIGNMENTS AND CONSIDERATIONS:

- full-time undergraduate student (minimum 12 credit hours per term) on the UO Portland Campus; OR
- full-time graduate enrollment (minimum 9 credit hours per term) or full-time law program enrollment (minimum 9 credit hours per semester) on the UO Portland Campus.

Any change in enrollment or other status that may render a Resident no longer qualified as an Eligible Student must be reported to University Housing within ten business days of the change. Residents who remain in University Housing but are no longer an Eligible Student remain responsible for compliance with the terms and conditions of this contract. University Housing reserves the right to refuse housing accommodations to any student who has been sanctioned under the University Student Conduct Code, Residence Life Resolution Process, has violated the terms of this contract, or has 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 the Director of University Housing for the NE Portland Campus at [housingdisclosure@uoregon.edu](mailto:housingdisclosure@uoregon.edu). 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 Director of University Housing for the NE Portland Campus.

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 the Unit must be reported to University Housing at <http://housing.uoregon.edu/myhousing> at least ten business days prior to the change.

### **1.5. OCCUPANCY REQUIREMENTS**

Occupancy is limited to one person per bedroom. Unless otherwise required or permitted by the University, Resident must: (1) continue residing in the Unit to which the Resident is assigned and (2) be the sole occupant of the contracted/assigned bedroom.

Units may not have more occupants than contracted/assigned bedrooms.

- 1 Bedroom Unit = 1 occupant;
- 2 Bedroom Unit = up to 2 occupants;
- 3 Bedroom Unit = up to 3 occupants;
- 4 Bedroom Unit = up to 4 occupants

Unless otherwise required or permitted by University Housing, Resident contracting "**Per Apartment Rates**" agrees to the following contract expectations:

- Contract a Unit for 11.5 months;
- Be a UO student and Resident;
- Be the sole contract holder of the contracted/assigned Unit;
- Unit occupancy is limited to the number of bedrooms for individuals over 5 years of age;
- Sub-contracting (and sub-leasing), or the exchange of gifts, goods, money, or services from others to use/share the Unit is not permitted.

## **2. PAYMENTS DUE UPON APPLICATION**

### **2.1. INITIAL PAYMENT**

Students who are assigned a Unit in the Apartments must pay an initial housing payment at the time they accept their assignment. The initial payment is equal to one month's rate. The initial housing payment is non-refundable in the event of cancellation by student.

### **2.2. SECURITY DEPOSIT**

University requires payment of a security deposit when Resident accepts an offer of housing. The \$200 security deposit is held by the University during the Contract Term. University may deduct from the security deposit any past due housing payments and the reasonable cost of repairing damage caused by Resident, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Resident's student account. Not more than 31 days after termination of this contract, the University will refund the balance of the security deposit, if any, to the Resident's student account and provide a written accounting that states specifically the basis for any deductions. The security deposit is not the maximum liability the Resident for breach of this contract but is merely security the Resident is required to provide. A list of general repair cost estimates for common household damages can be obtained from the Director of University Housing for the NE Portland Campus.

### **2.3. PAYMENT AND REFUND INFORMATION**

Additional information regarding payment, fee amounts, and due dates can be found at <https://ba.uoregon.edu/content/payments>. Students who cancel this Agreement are subject to contract termination fees described below.

### **2.4. NONPAYMENT**

Students will not be accepted into the Apartments until they have paid the initial housing payment and security deposit.

### **3. CHECK-IN AND ASSIGNMENTS**

#### **3.1. CHECK-IN**

Each Resident must complete the check-in process. The check-in process includes arrival on-campus, notifying University Housing that Resident is taking possession of the assigned bedroom and Unit, obtaining access card/keys from staff, and completing all necessary paperwork provided by University Housing (“**Check-In**”). If Resident has not executed this contract prior to Check-In, by completing Check-In Resident accepts and agrees to be bound by the terms and conditions of this contract, including the terms of payment outlined above. Further, by completing Check-In, Resident accepts the condition of the bedroom and Unit and contents at the time Check-In. The condition of the bedroom and Unit upon completion of Check-In is the standard for the condition of the Unit and contents at the termination of occupancy.

#### **3.2. BEDROOM AND UNIT ASSIGNMENTS AND CONSIDERATIONS**

Subject to the provisions of this contract and availability, the University agrees to provide Resident with a Unit in the Apartments. The University may attempt to accommodate Resident’s preferences in bedroom and/or Unit; however, the University cannot guarantee it can meet all requests and does not guarantee a particular bedroom, Unit, or Apartment assignment. Unless otherwise required or permitted by the University, Resident must:

- (1) stay in the Unit that Resident is assigned; and
- (2) follow all terms of the contract.

#### **3.3. ADMINISTRATIVE ASSIGNMENTS**

University Housing reserves the right to change bedroom and Unit assignments at any time based on administrative needs. This includes, but is not limited to, accommodations identified by Accessible Education Center, emergency, potential health or safety risk to the Resident or the community, unforeseeable damage to the Unit, circumstances rendering the Unit uninhabitable, sanctions as a result of Student Conduct Code, Residence Life Resolution Process, or contract violations or for any other reason or need. In case of emergency, a resident may be removed from the Apartments and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. If the University changes Resident’s housing assignment or houses Resident off-campus as a result of Resident’s actions, any fees associated with the change shall be Resident’s sole responsibility. In the event the University changes the Resident’s housing assignment, Resident must vacate the Unit immediately upon notice from the University.

#### **3.4. TEMPORARY ASSIGNMENT**

Due to limited availability or other administrative limitations, students may be assigned a temporary Unit until a permanent Unit is available. When assigned to a permanent Unit, Residents agree to complete the Unit change within 48 hours of notification.

### **4. BEDROOM AND UNIT CHANGES AND REASSIGNMENTS**

#### **4.1. RESIDENT REQUEST TO CHANGE UNIT**

Residents seeking a Room or Unit change must submit a request at <https://housing.uoregon.edu/myhousing>. Requests to change a Room or Unit are granted based on assessment of students needs, space availability, and are subject to approval by University Housing at its sole discretion.

#### **4.2. CHANGING UNITS**

Residents granted a bedroom or Unit change must perform a Check-Out for the prior Unit with University Housing upon relocation to the new bedroom or Unit.

#### **4.3. DELAY FEE**

Residents must pay the applicable bedroom Unit rate for both bedrooms until Residents have relocated into the new bedroom and Unit.

### **5. BEDROOM UNIT RATES AND UTILITIES**

#### **5.1. BEDROOM UNIT RATES**

Bedroom Unit Rates (“**Rates**”) are posted on the University Housing website: <https://housing.uoregon.edu/portland>. All Bedroom Unit Rates are subject to annual rate increases. All Bedroom Unit Rates include electricity, water, sewer, garbage, recycling.

#### **5.2. MONTHLY PAYMENTS**

After the initial payment, monthly payments shall be due and payable on the first day of each month starting at the Resident’s Move-In Date, and payment shall be made as set forth in this section. Monthly rate payments are assessed on the Resident’s student account on or about the 12th of each month prior to the due date. If the Resident’s Move-In Date is after the first day of a month, the Resident will be charged a prorated rate for the Unit for that first month only, with regular Unit Rates as described in Section 5.1 beginning the next calendar month.

#### **5.3. PAYMENT LOCATION**

All financial transactions are handled by and monthly payments are payable through the University’s Business Affairs Office <https://ba.uoregon.edu/student-financial-services/make-a-payment>.

#### **5.4. 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 Bedroom Unit costs for the academic year.

## **5.5. PAST DUE AMOUNTS**

University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within 10 days of the due date. Information regarding the revolving charge program, policy, and terms and conditions can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to University Housing 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 monthly overdue billing charge. Unpaid charges may lead to removal from the Apartments, legal fees, and other costs and charges for collection of the unpaid amount.

## **6. MAIL AND E-MAIL**

### **6.1. US MAILBOX**

The Apartments mail services are an extension of the U.S. Postal Service and is, therefore, subject to federal law, including prohibition of mail fraud. Violations of U.S. Postal Service laws will be turned over to the U.S. Postal Service, and the Resident will also be subject to University disciplinary procedures.

### **6.2. 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>.

## **7. HOUSING STANDARDS AND EXPECTATIONS**

### **7.1. REPORTING UNSAFE OR ILLEGAL BEHAVIOR**

The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Residents should report any unsafe or illegal behaviors to University Housing staff. 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, Students and Belonging, the University of Oregon Fire Marshal's Office, University of Oregon Police Department and others as appropriate to the situation.

### **7.2. SPECIFIC BEHAVIORS**

University Housing requests that Residents exercise heightened awareness and caution for 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.

### **7.3. MANDATORY REPORTERS**

All University Housing employees, including student leaders and staff, are mandatory reporters of child abuse. Some 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 visit the University's websites for

- victim assistance (<https://safe.uoregon.edu>),
- sexual and gender-based harassment and violence complaint and response policy <https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation>),
- designated reporters (<https://titleix.uoregon.edu/designated-reporter-responsibilities>),
- confidential employees (<https://titleix.uoregon.edu/confidential-employee-responsibilities>), and
- student-directed employees (<https://titleix.uoregon.edu/student-directed-employee-responsibilities>).

### **7.4. HOUSING STANDARDS**

University Housing's Standards are to provide an environment conducive to sleep, study, and socializing. Residents must comply with University Housing Standards, Residence Life Resolution Process, and the University Student Code of Conduct. 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 Apartments
- Card Access/Access/Keys
- Student identification
- Care and maintaining the Apartments, Bedrooms, and Units
- 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>.

## 8. CONDITIONS BEYOND UNIVERSITY HOUSING'S CONTROL

University Housing will attempt to continue services, including, but not limited to, mail, heating, maintenance, and security services (“**services**”), at all times. However, the University is not responsible for any damages or losses incurred due to the loss or reduction of services for any reason, including due to circumstances beyond University Housing’s control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers’ employees, theft/vandalism, 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 facilities.

## 9. RESIDENT CANCELLATION OF APPLICATION AND TERMINATION OF CONTRACT

### 9.1. TERMINATION AND CHECK-OUT

University Housing applicants or Residents may cancel their application and terminate their contract online at <https://housing.uoregon.edu/myhousing>. If a Resident terminates this contract, the Resident must complete Check-Out as outlined in Section 10.1 within thirty (30) days of contract termination. If the reason for terminating the contract is that the Resident has withdrawn from the University, then the Resident must complete Check-Out as outlined in Section 10.1 within thirty (30) days of withdrawal from the University. Residents who terminate this contract will remain subject to this contract and be charged for housing through the date of Check-Out, regardless of their date of departure from the Apartments. Any housing payments in excess of amounts incurred, including any applicable contract termination fees, etc., will be applied to the Resident’s student account and handled in accordance with the University’s Revolving Charge Agreement.

### 9.2. CONTRACT TERMINATION FEE

In addition to housing payments through the date of Check-Out, Students who cancel their Apartments application and terminate their contract must pay a contract termination fee unless they cancel for a reason described in Section 9.3. This fee also applies to the University’s termination of this contract due to Student default as described below. The Student and the University acknowledge that, if the Student’s application and contract are cancelled, including termination by the University in the event of Student default, (1) the amount of the University’s losses or damages likely to be incurred is difficult to precisely estimate, and (2) the termination fee bears a reasonable relationship to the losses likely to be incurred.

### 9.3. BASES FOR CANCELLATION

A University Housing Portland Apartments applicant or Resident may terminate their contract if they did not attend classes at the University.

### 9.4. TERMINATION FEE WAIVER REQUEST

If a Student subject to the contract termination fee petitions for a waiver of the fee, the University may, in its sole discretion, waive the fee and terminate the contract under extraordinary circumstances. The student must submit a Petition on My Housing (<https://housing.uoregon.edu/myhousing>) including a written statement demonstrating extraordinary circumstances accompanied by supporting documentation. If the University waives the fee, the student will remain responsible for paying prorated housing charges, if any, incurred from the date the Student Checked-In until cancellation. When determining whether to grant a waiver, the University considers all facts and circumstances, including, but not limited to whether the student:

- failed to register or cancelled registration for classes;
- withdrew or was dismissed for non-disciplinary academic reasons;
- completed their academic program and graduated;
- is participating in a University-operated educational leave program (such as study abroad);
- is experiencing significant, unforeseeable financial hardship outside the student’s reasonable control;
- is leaving University housing due to medical or health needs documented by a licensed healthcare provider; and
- proof of marriage, domestic partnership, or parenting, and student family housing is not available.

The University will not grant a fee waiver due to a student’s withdrawal or dismissal from the University in connection with Student Conduct Code violations, Residence Life Resolution Process, complaints, investigations, or sanctions due to the student’s conduct.

## 10. CHECK-OUT

Residents must complete the check-out process prior to leaving their Unit at the end of the Contract Term (“**Check-Out**”). This includes, but is not limited to, Check-Out upon change of Unit, termination of this contract by the student or University Housing.

### 10.1. CHECK-OUT PROCEDURES

The Check-Out process includes the following:

- Notifying University Housing of intent to leave the Apartments by submitting a Vacate Request at <https://housing.uoregon.edu/myhousing>,
- completing the Check-Out checklist available at <https://housing.uoregon.edu/myhousing> and supplied by the

- Director of University Housing for the NE Portland Campus,
- removing all personal belongings and cleaning the bedroom and Unit, and
- returning card access/keys to the Director of University Housing for the NE Portland Campus.

In the event that a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the student or their notarized personal representative may complete a Check-Out designee form. Student is responsible for the full cost of removing and shipping or disposing of their belongings and cleaning the bedroom and Unit.

## **10.2. 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 to change the bedroom and Unit lock/access and for improper Check-Out.

## **10.3. MAILING ADDRESS**

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

## **10.4. ABANDONED PROPERTY**

Any personal property left behind by the student after Check-Out are deemed abandoned, and the University is entitled to dispose of it in any manner.

# **11. DEFAULT AND REMEDIES**

## **11.1. 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 standards listed in Section 7; (4) failure to meet eligibility requirements; and (5) good cause, as determined by the University.

## **11.2. 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 bedroom or Unit, fees, termination of this contract, removal of the Resident from the Apartments, and restrictions on the right to register for courses.

## **11.3. TERMINATION**

The University will give the student at least three days' (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**"). The Student 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 the University determines Termination is still appropriate after reviewing any information presented by the Resident, the University will notify the Resident who must cease residing in University Housing facilities and remove all of Resident's property on or before the Termination Date.

## **11.4. OTHER CIRCUMSTANCES TRIGGERING REMEDIES**

Although Resident may not be in violation of the terms of this contract, if Resident poses a health or safety risk to themselves or if interim measures or sanctions required by the Student Conduct office or others or require, the University may immediately terminate this contract, assign the Resident to a new Unit, or take other actions as necessary.

## **11.5. LIABILITY**

University Housing is not liable for loss, theft or damage to personal property in resident Units, public areas, laundry, storage rooms, or elsewhere. Residents agree to pay for any damages to University Housing building, bedrooms, finishes, fixtures, equipment, furniture, Units, appliances, caused by the Resident or the Resident's guests, except ordinary wear and tear. Residents are responsible for paying for damages to the building and for damaged or missing furniture or equipment. Residents are to be jointly and severally liable for any damages that occur within Unit and common areas. If damage in common areas within the Apartments cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within the Apartments, the residents of the Apartments will be charged collectively. This is referred to as the "group damages" charge on university billing statements. It is the Residents' responsibility to keep their Units locked at all times. Residents are highly encouraged to purchase private insurance to protect their personal property against loss.

# **12. DISCLOSURES**

## **12.1. ASBESTOS DISCLOSURE**

Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Residents should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their Units because this may release dust that may contain asbestos. Walls are inspected prior to resident arrival to ensure that they are in good repair and pose no hazard. Maintaining the walls in the condition they are in at resident Check-In will ensure safety. Questions about lead, asbestos or any potentially hazardous substances may be directed to the University Housing.

# **13. MISCELLANEOUS**

### **13.1. PETITIONS**

Amendments to the contract may be requested by petition only. Petition forms are available online at My Housing (<http://housing.uoregon.edu/myhousing>). Petitions are reviewed on an individual basis based on personal circumstances. Amendments granted to one provision of this contract shall not be construed as a waiver of any other provision. The final determination on such petitions is at the discretion of University Housing. Except as provided for in this agreement, no other amendments or modifications to this contract are allowed.

### **13.2. 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 arises 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. Resident consents to personal jurisdiction in Oregon.

### **13.3. 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.

### **13.4. LIMITATION OF DAMAGES AND DISPUTE RESOLUTION PROVISIONS**

In no event, including negligence or strict liability, shall 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 is required to hire an attorney to enforce any provision of this contract, the University shall be entitled to its attorney fees. These fees include, but are not limited to, fees incurred on appeal, expert fees, and deposition transcript fees.

### **13.5. 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>).

### **13.6. CONTROLLING TERMS**

If any part of this contract conflicts with applicable law or University policy, such law or policy supersedes the terms of this contract. If any part of this contract conflicts with University Housing rules or procedures, the terms of this contract supersede such rules or procedures.

### **13.7. SURVIVAL**

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.

## **14. CONTRACT TERMS DUE COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS**

The University may need to implement health and safety measures for the academic year.

Below are some health and safety requirements that the University may implement. If any of the terms listed below conflict with other terms in this contract, the terms below control and supersede any conflicting terms. University Housing may issue an addendum to this contract adding, detailing, or changing requirements for Residents related to health risks as a condition of living in the Apartments.

Congregate living situations inherently involves an increased risk for infectious disease. University Housing works with University Health Services, University of Oregon, and Oregon Health Authority to reduce risk but can never reduce risk to zero.

**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 Apartments. In addition to being required and enforced under this contract, the University's regulations are also enforced through procedures established by the University's Office of Student Conduct and Community Standards.

**Prohibited Hazards.** Residents are prohibited from creating health or safety hazards in the Apartments, including, but not limited to, behavior that poses an unreasonable risk to the health and safety of university employees, Residents, or guests.

**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 the others in their Unit may be asked to provide informed consent to remain in the Unit.

**Termination for Safety.** Upon reasonable notice to Residents and consultation with public health authorities, University Housing may terminate Residents' Apartment contracts to reduce health risks. Termination of contracts may be necessary to further reduce residential density in the Apartments, to expand emergency housing capacity, due to inability to find alternative housing for Residents who need relocation, to close one or all of the Apartments, or to take other actions in the interest of public health and safety. If, at any time, the University closes the Apartments and requires all Residents to leave

campus for the remainder of the academic year, Residents will not be charged for the remaining, canceled portion of the Apartments contract period.

**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.

#### 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 Apartments, University Housing cannot eliminate the possibility of exposure to or infection with communicable diseases or other health risks.

By signing this contract, you acknowledge the contagious nature of communicable diseases, and other potential health risks and the risk that you may be exposed to or infected with communicable diseases, or other health risks while living in the Apartments despite any health and safety measures University Housing could implement and that such exposure or infection may result in personal injury, illness, disability, or death.

[Electronically Signed on My Housing]