

UO PORTLAND | UNIVERSITY HOUSING

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 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 university's established educational goals, consideration for other residents, health and safety standards, and compliance with established laws and 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, 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 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 2800 NE Liberty Street, University of Oregon, Portland, OR 97211 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 UO Portland University Housing Contract and Community Expectations (“**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 specific bedroom (“**Room**”) in a unit (“**Unit**”) or a specific unit within a particular apartment community (“**Apartment**” and “**Apartment**s”). This contract obligates the University of Oregon to provide housing only as set forth in this contract. All portions of university 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 room, unit, or apartment without resorting 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 agreement is solely between the Resident and the University, is non-transferable, 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. False information provided in the application may be grounds for reassignment within, or removal from, University Housing.

1. CONTRACT TERM

- 1.1. **FIXED-TERM CONTRACT:** This fixed-term contract covers the 2025-2026 academic year for both the Term-Based Graduate or Undergraduate programs, the Semester-Based (Law Students Only) academic year, or the remaining part of the academic year starting from the Resident’s intended occupancy date. The contract dates are listed below.

Term-Based or Undergraduate (All Except Law Students) Start Date and End Date

___ September 15, 2025, to ___ June 30, 2026

Semester-Based (Law Students Only) Start Date and End Date

___ August 11, 2025, to ___ June 30, 2026

Summer Only

___ June 22, 2026, to ___ August 31, 2026

- 1.1.1. Residents requesting occupancy of room spaces before the official contract Start 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 contract term dates.

- 1.2. **Housing Renewal:** Renewing for subsequent contract terms must be finalized before March 1 of the current contract year. Failure to indicate renewal through the University Housing renewal process by March 1 of each year may result in the inability to renew at the conclusion of the current year’s contract.

- 1.3. **Graduation:** However, if a Resident is graduating before the End Date of June 30, the End Date is modified to be 24 hours after the Graduation Date. Notwithstanding the foregoing, a Resident who is graduating may stay in the Apartments through June 30 if: (1) University Housing approves the extension, and the Resident provides proof of enrollment as a full-time resident in a new program; or (2) University Housing grants the Resident permission to stay past graduation.

2. ELIGIBILITY

- 2.1. **OCCUPANCY REQUIREMENTS:** Occupancy is restricted to one person per bedroom. Unless otherwise permitted or required by the University, the Resident agrees to: (1) be the sole occupant of the designated bedroom and (2) continue living in the assigned Unit.
 - 2.1.1. Occupancy for Residents with “**Family Members**” is limited to the number of bedrooms for individuals over 12 years of age.
 - 2.1.2. Guests may not stay overnight more than a week at a time. Guests cannot spend more than half the term as an overnight guest.
- 2.2. **ENROLLMENT:** University Housing in the apartments is provided on a space-available basis for students who meet two (2) of the following criteria (“**Eligible Criteria**”)
 - 2.2.1. Full-time undergraduate enrollment (minimum of 12 credit hours per term) at the UO Portland campus.
 - 2.2.2. Full-time graduate enrollment (minimum of nine credit hours per term) at the UO Portland campus.
 - 2.2.3. Intent to reside at the apartments for the entire academic year as an eligible student at the UO Portland campus.
- 2.3. **OCCUPANCY REQUIREMENTS:** Occupancy is limited to one person per bedroom. Unless otherwise required or permitted by the University, the Resident must: (1) continue residing in the Unit to which the Resident is assigned and (2) be the sole occupant of that Unit.
- 2.4. **UNDER-ENROLLMENT:** Registered students whose term credit load drops below full-time status at any point within the term must notify University Housing within ten (10) business days of the change and submit an Under-Enrollment form for review. University Housing will review the submission and determine if the request to remain eligible for housing while not full-time will be approved or denied.
 - 2.4.1. Residents who remain in University Housing and do not maintain full-time student status remain responsible for compliance with the terms and conditions of this contract.
 - 2.4.2. Residents may not be approved for Under-Enrollment for consecutive terms within the same academic period.
 - 2.4.3. 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.
- 2.5. **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.
- 2.6. **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.
 - 2.6.1. 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 application process. This requirement extends beyond the submission of this housing application.
 - 2.6.2. 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 application.
 - 2.6.3. 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 a court of competent jurisdiction has set aside.
- 2.7. **PROOF OF ELIGIBILITY:** Residents must provide proof of eligibility if requested by the University.

- 2.7.1. Any change to a Resident's status that may render a Resident ineligible to reside in University Housing must be reported to the University at <http://housing.uoregon.edu/myhousing> at least ten (10) business days before the change.
- 2.7.2. Resident agrees to be the sole contract/license agreement holder of the contracted/assigned Unit.
- 2.7.3. Sub-contracting (and sub-leasing), or the exchange of gifts, goods, money, or services from others to use/occupy the Unit, is not permitted and is subject to reassignment within, or removal from, University Housing.

3. PAYMENTS AND BILLING

- 3.1. **HOUSING APPLICATION FEE:** A non-refundable \$10.00 application fee must be submitted either before or concurrently at the time of submitting the security deposit as outlined below.
- 3.2. **SECURITY DEPOSIT:** University requires payment of a security deposit when accepting a housing offer. The security deposit is held by the University during the Contract Term.
 - 3.2.1. 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.
 - 3.2.2. 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.
 - 3.2.3. The security deposit is not the maximum liability for the Resident's breach of this Contract, but serves as security that the Resident is required to provide.
- 3.3. **PAYMENT INFORMATION AND SCHEDULE:** The Resident agrees to monthly payments in accordance with the UO Portland Rates "**Unit 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 Unit Rates for the full academic year are listed at <https://pdx.uoregon.edu/housing/apartments>.
 - 3.3.1. **Unit Rates and Fee Adjustments:** UO Portland Unit Rates and fees are approved annually by the University's Board of Trustees. If this housing application and contract are submitted before the Board of Trustees' annual approval, this application's housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees. UO Portland Unit Rates are posted on the University Housing website: <https://pdx.uoregon.edu/housing/apartments>. All Unit Rates are subject to annual increases.
 - 3.3.2. **Billing and Payments:** 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 payments are assessed on the Resident's resident 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 rent for the Unit for that first month only, with regular Unit Rates as described in Section 3.3.1 beginning the next calendar month.
 - 3.3.2.1. A monthly bill notification, with instructions on how to view the bill, will be sent to each Resident's official University email monthly. Payments can be made by mail, at the Cashiers Office in the Thompson University Center, or online through DuckWeb using QuickPAY®.
 - 3.3.2.2. Additional information regarding payment, fee amounts, and due dates can be found at <https://ba.uoregon.edu/content/payments>.
 - 3.3.3. **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>.
 - 3.3.4. **Past Due Amounts:** University Housing utilizes the University's revolving charge account program for billing and payment of 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 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 \$6.00 monthly overdue billing charge. Unpaid charges

may lead to removal from the apartments and other costs and charges for the collection of the owed amount.

3.3.5. **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 housing charges for the academic year.

3.3.6. **Non-Payment:** Residents will not be accepted into the Apartments at UO Portland until they have paid the housing application fee and the housing security deposit.

4. ASSIGNMENTS

4.1. **ASSIGNMENT CONSIDERATIONS:** Subject to the provisions of this contract, the University agrees to provide Resident with a Room within a Unit at the UO Portland Apartments. Room assignments are made based on the date of housing application submission, the information provided in the housing application, availability, receipt of the housing application fee and security deposit, and other relevant considerations. The foregoing list is not exhaustive. University Housing cannot guarantee that 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.

4.1.1. **Accommodation:** 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.

4.1.2. **Emotional Support Animals:** Pets, except for fish (10 gallons or less), are prohibited in University Housing. Applicants with diagnosed mental health concerns that inhibit the full use and enjoyment of their living spaces may request an emotional support animal as a disability-related accommodation in University Housing using the Accommodations process indicated in Section 4.1.1.

4.2. **PRIORITY:** Priority for all university housing facilities is primarily established by the date the completed housing application, security deposit, and signed housing contract 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 or Unit assignment. Eligibility will be verified before assignment. The university reserves the right to cancel contracts and assignments of residents who are declared academically ineligible, as stated in Section 2 of this contract.

4.3. **PREFERENCE:** Preferences indicated in the housing application may be utilized by University Housing to assign Resident to: (1) an Apartment, (2) a Unit, and (3) a Room. Preferences are requests and are not to be understood as contract stipulations. A specific Apartment, Unit, and 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 throughout the housing application and assignment process.

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 during the first and last two weeks of each term.

4.4.1. **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 checking out of the original Room and checking in to the new Room.

4.4.2. **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>.

4.4.3. **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 and Unit assignments at any time based on administrative needs. This includes, but is not limited to, consolidation of space, accommodations identified by the 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 the Student Conduct Code, or contract violations. In case of emergency, a resident may be removed

from the University Housing and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University.

4.5.1. **Administrative Assignments:** 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.

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

5. POSSESSION AND VACANCY

5.1. **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.

5.1.1. **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.

5.1.2. **Late Arrivals:** University Housing reserves the right to 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.

5.2. **VACATING AND CHECK-OUT:** Information regarding check-out dates for each academic term can be found at <https://housing.uoregon.edu/myhousing-resources>.

5.2.1. **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, cancellation of this contract by the students, or by University Housing.

5.2.2. **Failure to Check Out:** University Housing will continue to 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 room lock and for improper check-out.

5.2.3. **Removal of Personal Property:** Residents are solely responsible for removing their belongings from the Unit at the time of contract termination or the end of the UO Portland 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 an Apartments Check-Out designee form.

5.2.4. **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.

5.2.5. **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.

6. CANCELLATION AND TERMINATION OF CONTRACT

6.1. **BASIS FOR CANCELLATION:** University Housing applicants or Residents may cancel their application and terminate 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>.

6.2. **CANCELLATION, MODIFICATION, OR TERMINATION BY RESIDENT:** Resident is required to notify University Housing thirty (30) days before cancellation or termination of this contract by submitting a Vacate Request. Reasons for cancellation, contract modification, or contract cancellation include:

6.2.1.1. Resident did not attend classes at the University

6.2.1.2. Resident is withdrawing from the University

6.2.1.3. Resident is participating in a University-operated educational leave program (such as studying abroad) through the end of the academic year.

6.2.1.4. Resident is in an academic term internship or externship.

6.2.2. If the Resident cancels, modifies, or terminates their contract outside of the reasons indicated in Section 6.2., the Resident will remain subject to the Contract Breakage Fee as indicated in Section 6.8, and be charged for housing through the date of Check-Out, regardless of their date of departure from University Housing. Any housing payments in excess of amounts incurred, including any applicable contract termination fees, etc., will be applied to the Resident's resident account and handled in accordance with the University's Revolving Charge Agreement.

6.3. **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 Unit or restricting the Resident's access to any Room, Unit, or Apartment. University Housing may cancel or modify this contract and require the Resident to vacate University Housing for any of the following reasons:

6.3.1.1. The Resident's room or the Unit where the Resident resides (or will reside) is untenable because of construction, damage, or destruction by fire, natural disaster, or other causality or condition.

6.3.1.2. 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.

6.3.1.3. When Units 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.

6.3.1.4. 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.

6.3.1.5. The resident has completed a housing application or received a housing offer but 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 6.8.

6.3.1.6. The resident:

6.3.1.6.1. is required by law to register as a sex offender.

6.3.1.6.2. 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.

6.3.1.6.3. is charged with violating University Housing policy or university policy.

6.3.1.6.4. has failed to adhere to direction given by university officials designed to protect the safety of the student or the community.

6.3.1.6.5. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence.

6.3.1.7. Resident notifies the university that they will not be attending the university; the Resident is then authorizing University Housing to cancel this contract. All contract cancellation or termination elements outlined herein may apply.

6.3.1.8. 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 Unit and will be subject to cancellation and contract breakage fee schedule charges as outlined below in section 6.8.

6.3.1.9. Resident fails to meet their financial obligations under the terms of this contract. The resident will be subject to all housing charges up to the date of vacancy and cancellation and contract breakage fee schedule charges as outlined below in section 6.8.

6.3.1.10. 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.

6.3.2. In the event of termination of this contract, the Resident will be subject to all housing charges up to the date of vacancy or administrative cancellation; and cancellation and contract breakage fee schedule charges as outlined below in section 6.8.

6.3.3. 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**").

6.3.3.1. 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 University Housing and remove all of their property by the Termination Date.

6.4. **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 7; failure to meet eligibility requirements; and good cause, as determined by the University.

6.5. **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 Unit, fees, termination of this Contract, removal of the Resident from University Housing, and restrictions on the right to register for courses or to receive transcripts, diploma, or degree.

6.6. **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.

6.6.1. If the Resident terminates this Agreement, vacates, or abandons the Unit after the start of their occupancy and remains enrolled in classes at the University, Resident agrees to pay a termination fee equal to one and one-half months' rent in addition to the remaining rent and charges described in Section 6.2.2.

6.7. **CONTRACT BREAKAGE FEE WAIVER REQUEST:** If a Resident subject to the Contract Breakage 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 resident 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 resident will remain responsible for paying prorated housing charges, if any, incurred from the date the Resident 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 resident:

- 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 resident'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 resident family housing is not available.

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

6.9. **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. 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. The final determination on such petitions is at the discretion of

University Housing. Except as provided for in this Contract, no other amendments or modifications to this Contract are allowed.

7. HOUSING STANDARDS AND EXPECTATIONS

- 7.1. **REPORTING UNSAFE OR ILLEGAL BEHAVIOR:** The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Residents should report any unsafe or illegal behaviors to University Housing staff, including the following: unwanted and nonconsensual sexual behavior, sexual assault, suicidal thoughts and attempts, self-harm, alcohol poisoning, drug abuse, trespassing, weapons, eating disorders, harassment, discrimination, domestic violence, theft, vandalism, tampering with fire service and fire protection features, initiating false alarms, and playing with or setting fires. University Housing staff will, when appropriate, share this information with university officials to resolve the matter. This may include sharing the information with, if necessary, the University of Oregon Fire Marshal's Office and University of Oregon Police Department.
- 7.2. **HOUSING EXPECTATIONS:** University Housing's expectations serve to provide a safe environment conducive to sleep, study, and socializing. Violations may result in fines, removal from 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:

- The University Student Conduct Code (<https://studentlife.uoregon.edu/conduct>)
- University Housing Standards (<https://housing.uoregon.edu/standards>)
- University policies (<https://policies.uoregon.edu>)
- The City of Portland's noise ordinances (<https://www.portland.gov/code/18/12>)
- All applicable state and federal laws

Any enforcement processes or procedural protections found in the Student Conduct Code and City of Portland ordinances referenced in this Section 7.2 are not a part of or incorporated into this contract.

- 7.3. **DAMAGES:** Residents agree to pay for any damages to the Unit 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.
- 7.3.1. Residents have a responsibility to advise University Housing, through established procedure, of any deterioration or malfunction of University Housing spaces. Failure to do so may result in the Resident being assessed charges based on any special or required clean up, repair, or replacement.
- 7.3.2. Residents are to be jointly and severally liable for any damages that occur within common areas. If damage in common areas within University Housing cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within University Housing, the will be charged collectively. This is referred to as the "group damages" charge on university billing statements.
- 7.3.3. All damage charges are due immediately upon receipt of the billing statement. Unpaid charges may lead to removal from University Housing, application of late fees, enrollment being blocked, official records being held, and other costs and charges for collection of the unpaid amount.
- 7.4. **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, Unit, 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.

8. COMMUNICATION AND PUBLICATION

- 8.1. **UNIVERSITY EMAIL:** University students are assigned a university email account. This email is the official form of communication from the university to the Resident. Residents are required to check their email on a frequent and consistent basis to ensure receipt of important university communications. Use of university email account is governed by university policies, including the University's policy on the Use of Email for Official and Mass Communications, found at <https://policies.uoregon.edu/use-email-official-and-mass-communications>.
- 8.2. **TEXT MESSAGING:** University Housing may utilize text-messaging platforms to communicate with Residents regarding important information. Residents may indicate to opt-out of this communication through the housing application process.

- 8.3. **RECEIPT OF MAIL:** All mail received through University Housing will be placed in a designated parcel locker or the university mailroom. Mail service may be interrupted or suspended during breaks between terms. The university mailroom and 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 for mail on a frequent and consistent basis to ensure receipt of important University communications.
- 8.4. **PHOTOGRAPHS AND FILMOGRAPHY:** The Resident agrees to allow the university to use photographs or film of the Resident and/or University Housing where the Resident may be present for the university's promotional purposes, and other promotions that the university deems appropriate.

9. COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS

- 9.1. **CONTRACT TERMS:** The University may need to implement health and safety measures for the academic year. 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 University Housing.
- 9.1.1. **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 University Housing. 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.
- 9.1.2. **Prohibited Hazards:** Residents are prohibited from creating health or safety hazards in University Housing, including, but not limited to, behavior that poses an unreasonable risk to the health and safety of university employees, Residents, or guests.
- 9.1.3. **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.
- 9.1.4. **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 University Housing to expand emergency housing capacity, due to inability to find alternative housing for Residents who need relocation, to close one or all the Apartments, or to take other actions in the interest of public health and safety. If, at any time, the university closes University Housing and requires all Residents to leave campus for the remainder of this contract term, Residents will not be charged for the remaining, canceled portion of the contract period.
- 9.1.5. **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.
- 9.1.6. **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.
- 9.1.6.1. 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 Apartments despite any health and safety measures University Housing could implement and that such exposure or infection may result in personal injury, illness, disability, or death.

10. DISCLOSURES AND PROVISIONS

- 10.1. **ASBESTOS DISCLOSURE:** Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Residents should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their 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.

- 10.2. **LEAD DISCLOSURE:** The University of Oregon manages a voluntary drinking water monitoring for campus buildings, including University Housing. 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>.
- 10.3. **MOLD AND MILDEW DISCLOSURE:** The University regularly inspects units for mold and mildew prior to occupancy of spaces; however, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated. Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew, or other fungal growth. The Resident agrees to take the appropriate steps to prevent mold, mildew, and other fungi from growing in their space. If the Resident's lifestyle results in excess humidity or moisture, the Resident agrees to regularly maintain their space in a manner that will reduce the likelihood of mold, mildew, or fungi from growing.
- 10.4. **LIMITATION OF DAMAGES:** In no event, including negligence or strict liability, shall the University of Oregon be liable for: (1) damages that exceed the amount paid by the Resident under this contract; or (2) incidental, consequential or indirect damages.
- 10.5. **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.
- 10.6. **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.
- 10.7. **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.

11. UNIVERSITY RESPONSIBILITY

- 11.1. **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.
- 11.2. **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 University Housing facilities.
- 11.3. **PERSONAL PROPERTY LIABILITY:** University Housing is not liable for theft, loss or damage to personal property in resident Rooms, public areas, laundry, storage rooms, parking zones, 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.
- 11.4. **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
- 11.4.1. victim assistance (<https://safe.uoregon.edu>),
- 11.4.2. prohibited discrimination and retaliation policy, (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation>),
- 11.4.3. employee reporting categories and responsibilities (<https://investigations.uoregon.edu/employee-responsibilities>).

[Electronically signed on My Housing]