

This rental agreement is entered into between, _____, the Tenant, and University Housing, the
Your Name
 Landlord; for use of the premises located at, _____, beginning on the _____ day of
Your Address Day
 _____, _____
Month Year

Print the names of all other occupants residing in this Unit:

_____	_____
<small>Name of Child</small>	<small>Name of Additional Adult</small>
_____	_____
<small>Name of Child</small>	<small>Name of Child</small>
_____	_____
<small>Name of Child</small>	<small>Name of Child</small>

"Knowingly furnishing false information is an offense under the University Student Conduct Code with sanctions as serious as expulsion from the university."
 I have read all Terms and Conditions of Occupancy, and I certify that I meet all housing eligibility requirements. I hereby agree to be bound by and to comply
 with the Terms and Conditions of Occupancy and check-in/check-out record.

Dated this _____ day of _____, _____
Day Month Year Student Tenant Signature

Allen G. Gidley

Allen Gidley
 Interim Director, University Housing

 University of Oregon Identification Number for Tenant



Contact Information

UNIVERSITY HOUSING

(541) 346-4277
 1595 15th Avenue, Walton Complex, University of Oregon
 Mail: 1220 University of Oregon, Eugene OR 97403-1220

EAST CAMPUS/SPENCER VIEW AREA OFFICE

(541) 346-5263
 2250 Patterson Street
 Eugene, OR 97405

An EO/AA/ADA institution committed to cultural diversity.
 H0409G52804

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FAMILY HOUSING

AND UNIVERSITY APARTMENTS

2009-10 RENTAL AGREEMENT your copy • your copy • your copy



PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.

NOT ONLY WILL THIS DOCUMENT ANSWER YOUR QUESTIONS, BUT IT IS ALSO A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND UNIVERSITY HOUSING.

University Housing promotes a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities. So that you may take advantage of the services available to you and know the expectations placed upon you as a Tenant, you should become familiar with the *Terms and Conditions of Occupancy* and the *Check-In/Check-Out Record*. These documents are used together and are based on the established educational goals of the University of Oregon, consideration for other residents, health and safety standards, and compliance with established laws and the *University Student Conduct Code*. If you do not comply with the *Terms and Conditions of Occupancy*, you will be subject to eviction from your Family Housing and University Apartments' Unit.

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, disability, national origin, age, religion, marital status, veteran status, sexual orientation, gender identity, or gender expression. Our highly trained staff members are awaiting your call to discuss any concerns 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. You may also send an email to: housing@uoregon.edu with any questions you may have.

DEFINITIONS

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

Agreement Term

This agreement is for a month-to-month tenancy that starts no earlier than July 1, 2009 and ends no later than June 30, 2010. No notice from Landlord to Tenant is necessary to terminate this month-to-month tenancy as of June 30, 2010. Tenant must always provide at least 30 days advance written notice of termination of this Rental Agreement, including if Tenant's notice is effective June 30, 2010.

Academic Year

Fall Term/Fall Semester through Summer Term/Spring Semester

Tenant (Rental Agreement Holder)

A student who meets the eligibility requirements and contracts for a particular Unit

Household Member

A person who meets the eligibility requirements, resides in the Unit with the Tenant, and is listed on the Rental Agreement

Resident(s)

The Tenant and any Household Members

Guest

A person in or about the Unit or Common Areas at the express or implied invitation of the Tenant or a Household Member

Unit

The apartment or house to which the Tenant is assigned and occupies

Common Area

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

Landlord

State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon for University Housing.

EAST CAMPUS HOUSES/VILLARD STREET HOUSES

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

University Housing's Lead Disclosure Statement

For many years, University Housing has been applying lead-free paint to its apartments and houses, however the underlying paint is known to have lead. All East Campus houses were built prior to 1978 and are known to contain lead-based paints. Many of the painted surfaces have been sampled and have been identified as having lead. Do not saw, sand, grind, puncture, or disturb any surface.

Pets

Pets are allowed. Pets must meet city ordinance regulations and be registered with the Spencer View Area Office. A \$50 nonrefundable fumigation charge is assessed to households with pets at the time of check-out. Dogs must be under the control of their owners at all times. Dogs must be on a leash when they are outside the house unless they are contained in a fenced back yard area. Dogs may not be tied to trees or any exterior part of the house. Housing does not provide fenced areas except those that currently exist. Fencing may be removed for construction or other purposes and not replaced. Tenants are responsible for sanitary disposal of pet waste.

Grounds

- a. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch areas, front and back yards, and lawn areas. This includes maintaining all vegetation as it is at the time of occupancy. All grass areas will not exceed seven inches in length. Yard areas, including lawn and flower beds, shall be kept free of weeds.
- b. Vegetable gardening is only permitted in the back yard areas.
- c. Household and personal items are prohibited from being stored or displayed on front porches and front lawn areas. These items include but are not limited to, appliances, signs, "yard art," bicycles, children's play toys, tents, swimming pools, outdoor grills, laundry, yard sales, filled trash bags and recyclables, bird feeders, large flower pots, satellite dishes. Any patio furniture used on the front porch must be designed for that use and may not be used on the lawn area. Upholstered furniture not designed for outdoor use is prohibited in all areas outside of the house.
- d. Swimming pools are permitted in the backyards only. If they exceed a depth of 18" (inches) they must be enclosed in a fenced backyard area with a minimum fence height of 4'(feet). Temporary fencing is not permitted. (Eugene City Code)
- e. Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.
- f. Villard Street Facing Houses: University of Oregon staff will regularly maintain, including mowing, weeding, and irrigating front lawn areas and side yards (up to the fence or to the back edge of the house if not fenced), trees, shrubbery, and plants. Should the condition of the property require preventive, emergency, or restorative maintenance, the Tenant accepts responsibility for any resulting utility charges that may appear on the Tenant's utility bill. Housing will provide yard maintenance without Tenant approval as necessary and will bill Tenant's account for all charges.

Motor Vehicles and Parking

- a. Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entry ways, driveways, and fire lanes. Parking is prohibited on lawns.
- b. Motor homes, trailers, boats, etc. and vehicles without current license plates and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's check-out date.

Use of Attics and Basements

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

ADDENDA TO THE RENTAL AGREEMENT

SPENCER VIEW APARTMENTS

Pets: Fish are permitted. All other pets are prohibited. Violation of this policy will result in a Ten Day Notice to Vacate and assessment of a \$50.00 fumigation fee and charges for all other damage caused by the pet.

Community Room: Tenants may use the community room for recreational or educational purposes. The Tenant must schedule use of community room through the Spencer View Area Office, and assumes responsibility for any cleaning and/or damage charges.

Grounds

- a. The Landlord will maintain common yard and playground areas including trees and shrubbery.
- b. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch, patio, and terrace areas.
- c. Only furniture designed for outdoor use is permitted on the patio or porch. Furniture or other items may not block entry to the apartment or stairs. Furniture may not be stored in the stairwells.
- d. Children's swimming pools must not exceed 18" in depth and must be emptied out daily.

Motor Vehicles and Parking

- a. Parking at Spencer View is restricted to permit parking only. Tenants are assigned one parking space per household. All vehicles owned by a member of the household must be registered with the Spencer View Area Office. All parking is head-in parking. Authorized vehicles must display the parking permit.
- b. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entry ways, driveways, fire lanes, or bicycle parking areas. Parking is governed by a policy available through the Spencer View Area Office. Illegally parked vehicles, those without permits displayed, without current license plates, and inoperable vehicles are prohibited and will be towed at owner's expense.
- c. Motor homes, trailers, boats, etc. will not be allowed to park in the complex. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's check-out date.

Mailbox Keys

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

AGATE AND MOON COURT APARTMENTS

Pets: Fish are permitted. All other pets are prohibited. Violation of this policy will result in a Ten Day Notice to Vacate and assessment of a \$50.00 fumigation fee and charges for all other damage caused by the unapproved pet.

Grounds

- a. The Landlord will maintain common lawn areas, trees, and shrubbery.
- b. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch landings.

Motor Vehicles and Parking

- a. Parking at Moon Court apartments is restricted to one vehicle per household. For on street parking of second vehicles, obtain a Zone "A" parking permit from the City of Eugene. All vehicles must be registered with the Spencer View Area Office.
- b. Parking at Agate requires a permit from the Department of Public Safety. One permit per household will be issued. Permits do not guarantee a parking place. Parking is head-in only.
- c. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entry ways, driveways, fire lanes, or bicycle parking areas. Parking is governed by a policy available through the Spencer View Area Office. Vehicles without permits displayed, without current license plates, and inoperable vehicles are prohibited and will be towed at owner's expense.
- d. Motor homes, trailers, boats, etc. will not be allowed to park in the complex. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's check-out date.

Mailbox Keys

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

TERMS AND CONDITIONS OF OCCUPANCY

1. Eligibility Requirements:

- a. **Student Status:** The Tenant must be a full-time, matriculated student at the University of Oregon during the term the Tenant checks in and must remain a full-time matriculated student for at least three of the four academic terms each year (or both semesters if a law student). The Academic Year commences with fall term and concludes at the end of summer term. Graduate or law students must enroll for a minimum of nine credit hours each term. Undergraduate students must enroll for a minimum of twelve credit hours per term.
- b. **Household Composition:** The following Household Members may reside in the Unit with the Tenant in order of priority.
 - 1st priority: minor child or children for which Tenant has legal responsibility.
 - 2nd priority: spouse/ or domestic partner.
 - 3rd priority: Roommate or roommates who have student status as defined in this Agreement and are at least 21 years of age on the date of application.
- c. **Proof of Eligibility:** The Tenant and all Household Members must provide proof of eligibility. The Tenant is responsible for ensuring that all Household Members are eligible and are able to provide proof of eligibility. Proof of eligibility for Household Members may be established by such documents as birth certificates, custody orders, marriage certificates, and domestic partnership affidavits. Only the Tenant and approved Household Members may reside in the Unit.
- d. **Changes in Student or Household Status:** The Tenant and eligible Household Members will be required to either vacate the Unit or move to another Unit if the Tenant or Household Members no longer meet the eligibility requirements or occupancy guidelines. Any change in eligibility that may render a Tenant or Household Member ineligible to reside in the Unit must be reported to the Spencer View Area Office within ten business days of the change.
- e. **Occupancy Guidelines:** Occupancy requirements subject to ORS 90.262(3) may vary by unit type and location. As a general rule, the following criteria are used:

Occupancy Guidelines				
Units	Minimum Occupants	Maximum Occupants	Minimum Adults	Maximum Adults
Grad Village Studio	1	1	1	1
Grad Village 1 Bdrm	1	1	1	1
Studio	1	1	1	1
1 Bdrm Apt/House	1	3	1	2
2 Bdrm Apt/House	2	4	1	2
3 Bdrm Apt	2	5*	1	3*
3 Bdrm House	3	5	1	2
4 Bdrm House	4	6	1	2
5 Bdrm House	5	7	1	2

* if 3 adults, maximum occupants = 3 people

- 2. **Assignment Process:** Unit assignments are based upon date of application, and eligibility requirements and are in the sole discretion of the Landlord. This Rental Agreement is not assignable without the written consent of Landlord; this Rental Agreement shall be voidable at the option of Landlord should an assignment take place without the Landlord's written consent. This Rental Agreement and the Check-In/Check-Out Record and the laws, rules, policies and documents referenced therein, are the entire agreement between the parties and no amendments thereto are binding unless signed by both parties. Specific units are not guaranteed prior to check-in.

- 3. **Unit Changes:** Any change in Unit must be approved in advance by

Landlord. Upon Landlord's approval, Tenants are permitted one Unit change throughout the period of their residency in University Housing. There is a \$100 fee for each Unit change. Additional requests for Unit changes must be petitioned. Unit changes must be accomplished in four calendar days or the Tenant will be subject to a \$15/per day holdover fee. The Tenant's University Housing account must be current and in good-standing prior to any Unit change. If there has been a documented violation for issues of sanitation, porch or fire inspection, the resident must schedule an appointment with the Assistant Director of Family Housing for an inspection of the currently occupied unit prior to accepting an offer to change Units. If current violations are noted during inspection, the Unit change offer will be withdrawn. This may also result in damage and cleaning charges as well as other consequences as stated in the rental agreement.

- 4. **Utilities:** The Tenant shall contract directly with the providers of all utility services. All such contracts shall be effective at the time the Tenant takes possession of the Unit. The Tenant shall be responsible for paying all utility charges incurred by the Tenant and shall hold the Landlord harmless with respect to all such charges.
- 5. **Interruption of Service and Construction:** University Housing is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of University Housing. University Housing is not responsible for construction noise or disruption.
- 6. **Security Deposit:** Landlord requires payment of \$75 at the time an offer of housing is accepted. The security deposit is held by the Landlord during the tenancy. Landlord may deduct from the security deposit any unpaid rent and the reasonable cost of repairing damage caused by Tenant, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Tenant's student account. Not more than 31 days after termination of the tenancy, the Landlord will refund the balance of the security deposit, if any, to the Tenant's student account and provide a written accounting that states specifically the basis or bases for the deductions. The security deposit does not represent the maximum liability the Tenant could suffer for breach of this Rental Agreement, but is merely security the Tenant is required to provide.
- 7. **Rent Due Date and Rental Rates:**
 - a. One month's rent, or its prorated remainder, is payable in advance at the time an offer of housing is accepted. Thereafter, monthly rent shall be due and payable on the first day of each month, and payment shall be made as set forth in this Section 7.
 - b. Monthly rental payments are assessed on the student account on or about the 15th of each month prior to the due date. The University will withhold and apply any financial aid as well as all scholarships, grants, fee remissions and other loans awarded to a Tenant, regardless of when they are awarded, to be disbursed, or received, to rent and other charges incurred or assessed or to be incurred or assessed.
 - c. All financial transactions are handled by, and rent is payable at or through, the university's Office of Business Affairs. Any amount unpaid by ten days after the due date shall be collected in accordance with University of Oregon's Revolving Charge Account Program (OAR 571-060-0040) and subject to the University's Revolving Charge Account Agreement whether or not one is executed and thus subject to a 9% interest rate per annum beginning on the eleventh day and a \$6 per month overdue billing charge. The University's Revolving Charge Account Program is posted in the Schedule of Classes.
 - d. Spencer View rates are posted on the University Housing website: <http://housing.uoregon.edu/apartments/>.
 - e. East Campus Homes, and the Agate and Moon Court Apartments Rental Rates are specific to each Unit.
 - f. Annual Increases: Rental rates are subject to an annual increase every July 1.
 - g. The Landlord reserves the right to increase rental rates for individual Units after termination or expiration of the Rental Agreement.

8. Transferability of Rental Agreement: The Rental Agreement is transferable only to an eligible UO student listed on the Rental Agreement at the time of the initial Unit assignment. The former and the new Tenant's housing account must be current and in good standing prior to transfer of the Rental Agreement. The new Tenant must meet and comply with all eligibility requirements at the time of transfer and pay a \$75 security deposit, which is non-transferable. Only one rental transfer per unit will be granted.

9. New Rental Agreement: Subject to the approval of University Housing and as long as the Tenant has complied with all terms and conditions of this Rental Agreement, a Tenant may enter into a new rental agreement upon the expiration of this one. A Tenant who wishes to enter into a new rental agreement must notify University Housing prior to June 1st and execute the new rental agreement on or before July 5th each year.

10. Termination of Rental Agreement:

a. The Tenant may terminate this Rental Agreement only after submitting to University Housing 30 days advance written notice of intent to vacate the Unit. Tenant must always provide at least 30 days advance written notice of termination of this Rental Agreement, including if the Tenant wishes the notice to be effective June 30, 2010. All members of the household must vacate by the day indicated in the notice. If the Tenant vacates the Unit prior to the conclusion of the 30-day period, the Landlord will make reasonable efforts to re-let the Unit. If the Landlord rents the Unit after the Tenant vacates but before the conclusion of the 30-day period, this Rental Agreement shall terminate as of the date the new tenancy begins. The Tenant is responsible for all rent and charges incurred or assessed up to and including the last day of the notice period, except that rent will be prorated if the Tenant vacates the Unit and the Unit is rented during the notice period.

b. The Landlord may terminate this Rental Agreement at any time after serving a 30-day advance written notice to the Tenant. However, by this paragraph, Tenant is notified that Tenant's month-to-month tenancy shall terminate on June 30, 2010, if it has not been terminated earlier.

c. If the Tenant ceases to be eligible to occupy the Unit, the Landlord, by at least 30 days advance written notice, may terminate this Rental Agreement. A Household Member who ceases to be eligible to occupy the Unit must vacate the Unit within 30 days or upon the termination or expiration of this Rental Agreement, whichever occurs first.

d. All Graduates: A Tenant who is graduating may remain in Family Housing and University Apartments if the Tenant provides proof of admission and enrollment as a full time matriculated student.

Fall Term Graduates: This paragraph constitutes notice that this Rental Agreement shall terminate no later than the last day of final exams for winter term as to any Tenant who graduates at the conclusion of fall term. Continued occupancy after the last day of final exams for winter term will subject the Tenant to the provisions of Section 13, Holdover Tenant and Holdover Fine.

Winter Term Graduates: This paragraph constitutes notice that this Rental Agreement shall terminate no later than the last day of final exams for spring term as to any Tenant who graduates at the conclusion of winter term. Continued occupancy after the last day of final exams for spring term will subject the Tenant to the provisions of Section 13, Holdover Tenant and Holdover Fine.

Spring/Summer Term Graduates: This paragraph constitutes notice that this Rental Agreement shall terminate no later than July 15th as to any Tenant who graduates at the conclusion of spring term, and no later than September 15th as to any Tenant who graduates at the conclusion of summer term. Continued occupancy after July 15 for spring graduates or September 15 for summer graduates will subject the Tenant to the provisions of Section 13, Holdover Tenant and Holdover Fine. However, Landlord may consent to delay the termination date, and if such consent is granted a Tenant shall not subject to the provisions of Section 13 below until after the new termination date.

11. Landlord's Remedies: In addition to any remedies set forth in this Rental Agreement and OAR 571-021 and 571-022, Landlord shall have all available remedies in the event of the Tenant's failure to comply with this Rental Agreement.

12. Abandoned Property: If the Landlord reasonably believes the Tenant has abandoned personal property upon the termination or expiration of this Rental Agreement, the Landlord may dispose of the property in accordance

with the Oregon Residential Landlord and Tenant Act or the applicable Oregon Administrative Rule.

13. Holdover Tenant and Holdover Fine: If the Tenant remains in possession without the Landlord's consent after a lawful termination, the Landlord may initiate a forcible entry and detainer action to evict Tenant and may obtain damages as provided by law. Holdover Tenants are subject to a \$15 per day charge plus the prorated rent.

14. Absence in Excess of Seven Days: The Tenant is required to notify the Spencer View Area Office in writing of any anticipated absence in excess of seven days. During such absence, the Landlord may enter the dwelling when reasonably necessary. See Section 15.

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

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

17. Tenant Responsibilities: Tenant Responsibilities: The Tenant for himself or herself and on behalf of all Household Members and Guests agrees to:

a. Keep all areas under the Tenant's control and all plumbing fixtures and appliances the Tenant uses clean, and to dispose of all waste in a sanitary and safe manner;

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

c. Not use water beds above the first floor in any building;

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

e. Report immediately to the Spencer View Area Office any need for repairs;

f. Protect the site from pests and vermin;

g. Not store explosive, volatile, or hazardous substances or create hazardous conditions in or about the Unit or in Common Areas or facilities;

h. Maintain full-time student status at the University of Oregon during the term the Tenant checks in and for at least three of the four academic terms each year or each semester in the case of a law student; and

i. Assume liability and responsibility for damages resulting from acts or omissions of the Tenant, Household Members, or the Tenant's Guests and losses incurred by the Tenant or the Tenant's guests, unless such losses are the result of the willful acts or negligence of the Landlord. Landlord's liability shall be subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.

18. Landlord Responsibilities:

a. Landlord agrees to make all repairs and to do whatever is necessary to keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The Landlord will provide:

1. Physical facilities, including appliances, in good repair;
2. Effective water and weather protection;
3. Plumbing that conforms to applicable code and is maintained in good working order;
4. Adequate heating;

5. An electrical system that conforms to applicable code and is maintained in good working order;

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

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

8. Safety from fire hazards; and

9. Working locks for all outside doors and keys for Tenant.

b. University Housing is not responsible for the continuation of the above services in the event of an "act of nature"; strike or lockout of public employees or suppliers' employees; interruptions caused by other than the Landlord; or in the event of other events beyond the control of Landlord.

19. Peaceful Enjoyment: The Tenant, Household Members, and Guests will conduct themselves and will require others in or about the Unit, the Common Areas, or the premises to conduct themselves in a reasonable manner that will not disturb the Tenant's or others' peaceful enjoyment. The Landlord is not responsible for any annoyance or disruption to Tenants resulting from noise created by external sources (i.e. private businesses, public services, construction, and university or community events).

20. Facilities and Appliances: The Landlord will provide as part of the rental price, facilities and appliances as noted on the Check-In/Check-Out Record. The Tenant agrees to use the facilities and appliances supplied by the Landlord in a reasonable manner and for their intended use, and the Landlord agrees to maintain the facilities and appliances in operating condition. Posting of unapproved signs or erecting antennas, satellite dishes, or any other objects on the exterior of any buildings is prohibited.

21. Cleaning and Damage Charges and Hazardous Substances Abatement: Actual charges for cleaning and repair of damages to the Unit, Common Areas, or appliances beyond normal wear and tear, and abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Tenant or Household Members will be paid by Tenant.

22. Unit, Property, and Grounds Alterations: Unauthorized alterations, modifications, or additions to the interior or exterior of the Unit, property, or grounds are prohibited (see appropriate Addendum). Affecting the surface of ceilings, floors, molding, and/or walls by drilling, grinding, sanding, sawing, nailing, and/or any activity that affects the surface is prohibited.

23. Interior and Exterior Paint: Painting the interior or exterior of the Unit is prohibited.

24. Keys and Locks: Keys to exterior doors will be issued only to the Tenant and eligible Household Members listed on the Rental Agreement. The Tenant will be charged \$40 for a lock change and new keys if the originally issued keys are lost or not returned at check-out. The installation and use of unauthorized locks on interior and exterior doors by Tenant is prohibited.

25. Guests: Overnight Guests are permitted and no notification to the Spencer View Area Office is required unless guests are to remain for more than one week. Guests who remain for more than one week are subject to the approval of the Assistant Director of Family Housing.

26. Summer Subletting: The Tenant may sublet the Unit to a third party during the summer session only at Spencer View, provided the third party meets all eligibility requirements and the sublet is approved at least fourteen days in advance through the University Housing office. Forms are available at University Housing or the Spencer View Area Office. The original Tenant remains responsible for the full performance of this Rental Agreement, including the payment of rent and utilities.

27. Fire, Safety, and Sanitation:

a. Inspection: A fire, safety, and sanitation inspection of each Unit will be conducted annually.

b. Notification of Fire: In the event of fire, Tenant and Household members should call 9-1-1. and must also notify Landlord's Department of Public Safety and the Spencer View Area Office.

c. Fire Extinguishers: Fire extinguishers must be used for fires only and

must not be removed from hanger except to extinguish fires. Expended extinguishers must be reported to the Spencer View Area Office immediately for replacement.

d. Smoke Detectors: Tampering with smoke detectors is prohibited and will subject the Tenant to a charge of up to \$150. Tampering includes, but is not limited to, covering, removing, disconnecting, or otherwise disabling the unit. This also includes removing the battery and not immediately replacing it. Tenants are responsible for periodically testing smoke detectors and reporting defective detectors to the Spencer View Area Office.

e. Plugs and Adaptors: Extension cords, other unapproved electrical cords, and multi-plug adaptors are prohibited.

f. Combustibles: Use and storage of briquets, butane, gasoline or gas burning stoves or barbecues, propane, Coleman fuel, charcoal lighter fluid, and all other such items within the Unit is prohibited. Combustibles must not be placed within six inches of wall heaters or stove ranges.

g. Candles and Incense: Unsafe use of candles and incense is prohibited.

h. Space Heaters: Portable space heaters are allowed but must be UL approved, have a safety tip-over switch, have enclosed heating elements, and be plugged directly into an outlet (no extension cord).

28. Smoking: Smoking (including but not limited to cigarettes, cigars, or pipes of any kind) is prohibited in the interior of all Units, Common Areas (including but not limited to community rooms, laundry rooms, etc.) and in buildings owned or operated by Landlord. Smoking is only permitted outside and at least twenty-five feet away from any building.

29. Solicitation, Advertising, and Promotion: Solicitation, advertising, promotion, and commercial transactions are prohibited in all areas. In order to sell or promote any merchandise or service for private profit on state property, a sales permit must be purchased from the university for each sales location. There is to be no solicitation of any kind in University Housing facilities by non-housing groups without the express written permission of University Housing.

30. Petitions: All Tenants have the right to petition for waiver of all or part of this Rental Agreement in the event of exceptional circumstances. Petitions are available through the Spencer View Area Office and the University Housing office.

31. Court Costs: In the event filing fees, service fees, or court costs are incurred by the university by reason of filing or otherwise initiating a forcible entry and detainer action, these expenses shall be added to the rent-due account of the Tenant, and the Tenant shall have an obligation to reimburse the university for these expenses unless an appropriate contrary order or final judgment is entered by the court.

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

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