

only to the Resident listed on the Contract. A \$40 charge will be assessed for apartment and outside door lock changes and new keys, if the originally issued keys are lost or not returned at check-out. A \$25 charge will be assessed to the Resident for replacing mailbox locks. The installation and use of unauthorized locks on interior and exterior doors by Resident is prohibited.

23. Pets: Fish are permitted. All other pets and animals are prohibited. Violation of this policy will result in a Ten Day Notice to Vacate, a \$50.00 fumigation fee, and additional charges for all damages resulting from the pet or animal.

24. Guests: Overnight Guests are permitted and no notification to University Housing 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.

25. Security:

- a. Security is a shared responsibility between Residents and university staff members. Residents are encouraged to take all reasonable steps to ensure their personal safety and security. Students who jeopardize the safety or security of other Residents by propping open or disabling exterior doors, or letting unauthorized individuals into the building (intentionally or carelessly) will face disciplinary action.
 - Propping open building entrance doors and fire doors is prohibited. Residents are responsible for not propping doors open and for keeping their unit doors locked and carrying keys at all times.
 - Residents are prohibited from allowing anyone who is not their Guest into any building and are responsible for reporting suspicious activities to Department of Public Safety (DPS) or housing staff, and for locking Unit doors.
- b. Upon request, University Housing will furnish a Resident's telephone number. Residents may request privacy restrictions to be placed on their student information by contacting the Office of the Registrar at (541) 346-3243.

26. 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 any fire on the premises, the Resident must notify Emergency Services 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 Resident to a fine up to \$150. Tampering includes, but is not limited to, covering, removing, disconnecting, or otherwise disabling the unit. This 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 Office.

By my signature hereon, I certify that I have read this East Campus Graduate Village Contract 2009-10 in its entirety and agree to abide by all of its terms and conditions. I understand this is my agreement to live in the Unit for the entire Contract Year, July 1, 2009 to June 30, 2010 (or the remainder of the Contract Year through June 30, 2010 should move-in take place before or after the Contract Year begins).

This Contract is entered into between, _____, the Resident, and University Housing
Your Name
 for use of the premises located at, _____, for the Contract Year beginning on the
Your Address
 _____ day of _____,
Day Month Year

Knowingly furnishing false information is a breach of this contract and 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 Year _____
Student Resident Signature

University of Oregon Identification Number for Resident


 Allen Gidley
 Interim Director, University Housing

THIS IS NOT A LEASE OR LICENSE. NEITHER THIS CONTRACT NOR YOUR OCCUPANCY OF SPACE IN UNIVERSITY HOUSING IS SUBJECT TO THE OREGON RESIDENTIAL LANDLORD AND TENANT ACT. THIS CONTRACT CREATES NO RIGHT TO OCCUPY A PARTICULAR UNIT. THIS CONTRACT OBLIGATES THE UNIVERSITY OF OREGON TO PROVIDE YOU WITH HOUSING ONLY AS SET FORTH IN THIS CONTRACT. ALL PORTIONS OF EAST CAMPUS GRADUATE VILLAGE REMAIN UNDER THE EXCLUSIVE OWNERSHIP AND CONTROL OF THE UNIVERSITY OF OREGON AND THOSE ACTING ON ITS BEHALF OR AT ITS REQUEST MAY WHEN WARRANTED REMOVE ANY PERSON FROM THE EAST CAMPUS GRADUATE VILLAGE 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.

- e. Plugs and Adaptors: Extension cords, other unapproved electrical cords, and multi-plug adaptors are prohibited.
- f. Candles and Incense: The burning of candles and incense is prohibited in the Unit.
- g. Combustibles: Use and storage of briquettes, butane, gasoline or gas burning stoves or barbecues within the Unit is prohibited. Combustibles must not be placed within six inches of wall heaters or stove ranges.
- h. Space Heaters: Portable space heaters are allowed but must be UL approved, have a safety tip-over switch, enclosed heating elements, and be plugged directly into an outlet (no extension cord).

27. Dangerous Devices:

- a. Possession, use, or threatened use of firearms (including but not limited to BB guns, air guns, and paint guns), ammunition, explosives, dangerous chemicals, martial arts weapons, or any other objects as weapons (i.e. metal knuckles, blackjack, sap, or similar instruments) on university property is prohibited.
- b. Possession of knives with a culinary purpose and a blade no longer than three (3) inches is allowed. The following items have no place within East Campus Graduate Village:
 - Knives with blades longer than three (3) inches or that are not used for culinary purposes
 - Any knife having a blade that projects or swings into position by force of a spring, by centrifugal force, by gravity, or by any other force
 - Any "combat knife" (i.e. Kabar, bayonet, machete, dirk, dagger, and/or hatchets)
 - Ceremonial swords
- c. Misuse of personal defensive devices (pepper spray for example) is prohibited. The owner is responsible and accountable for any misuse of these devices.

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, and in buildings owned or operated by University Housing. 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 Residents have the right to petition for waiver of all or part of this Contract in the event of exceptional circumstances. Petitions are available through University Housing office.

HOUSING

EAST CAMPUS GRADUATE VILLAGE

2009-10 CONTRACT *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 is provided for students who plan to reside in the East Campus Graduate Village for the academic year. The East Campus Graduate Village does not offer month to month, term, or temporary housing for students. 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 Student Conduct Code. Adapted facilities are available to accommodate residents with disabilities.

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 Contract, the following definitions shall apply:

Contract Year

July 1, 2009 through June 30, 2010

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 University Housing for the general use and convenience of Residents and Guests.

Guest

A person in or about the Unit or Common Areas at the express or implied invitation of the Resident

Resident

A student who meets the eligibility requirements and contracts for a particular Unit at the East Campus Graduate Village

Unit

The apartment in the East Campus Graduate Village to which the Resident is assigned and occupies

University Housing

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

Vacate

Notifying University Housing of your intent to check-out, removing your personal belongings from East Campus Graduate Village completing necessary paperwork and returning your keys to University Housing (see section 6 if vacating before the end of the Contract Year)

TERMS AND CONDITIONS OF OCCUPANCY

1. Eligibility Requirements:

- Student Status: The Resident must be a full-time matriculated Law or Graduate student at the University of Oregon during the term/semester the Resident checks in and remain a full-time matriculated Graduate student for at least three of the four academic terms or full-time matriculated Law student both semesters each year. The Academic Year commences with fall term/fall semester and concludes at the end of summer term/spring semester. Graduate and law students must enroll for a minimum of nine credit hours each term or semester.
- Changes in Student Status: The Resident will be required, in University Housing's sole discretion, to either Vacate or apply to move to another Family

Housing and University Apartments' Unit if the Resident no longer meets the occupancy guidelines as stated below for the Unit occupied. Any change in eligibility that may render a Resident ineligible to reside in the Unit must be reported to the University Housing within ten business days of the change.

- Household Composition: The Resident must be a graduate or law student. Only the Resident listed on the Contract may reside in the Unit.
- Occupancy Guidelines: No more than one person may reside in a Unit. Unit assignments are based on the following criteria:

Unit Category	Maximum Occupancy
Studio	1 Person
One Bedroom	1 Person

2. Contract Validity: This contract is not valid unless it has been offered through the University Housing application process. Contracts are nontransferable. Assignments are based upon date of application. This Contract is not assignable without the written consent of University Housing.

3. Unit Changes: Any change in Unit must be approved in advance by University Housing. Residents 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 Resident will be subject to a \$15 per day holdover fee. The Resident's University Housing account must be current and in good-standing prior to the Unit change.

4. Utilities: The Resident shall contract directly with the providers of all utility services. All such contracts shall be effective at the time the Resident first occupies the Unit. The Resident shall be responsible for paying electricity charges incurred by the Resident and shall hold University Housing harmless with respect to all such charges.

5. Rent Due Date and Rental Rates:

- 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.
- Monthly rental payments are assessed on the student account and billed 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 Resident, regardless of when they are awarded, to be disbursed, or received, to rent and other charges incurred or assessed or reasonably expected to be incurred or assessed during the Contract Year. Late fees may be assessed even if rental payment are past due because financial aid has not been received by the Resident.
- All financial transactions are handled by, and charges are payable at or through, the university's Office of Business Affairs. Any amount unpaid 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. Non-payment of charges may lead to removal from the East Campus Graduate Village and may subject the resident to legal fees and other costs and charges for collection of the indebtedness.
- Rent for East Campus Graduate Village is specific to each Unit. Rental rates for the Contract Year are posted in the *Oregon University System Academic Year Fee Book*. Increases may be implemented after all appropriate reviews as mandated by the University of Oregon.

6. Cancellation of Contract: Residents agree to complete the entire Contract Year (or the remainder of the Contract Year should check-in take place after July 1). Residents may be released from the contract for one of the reasons below:

- Resident is admitted but fails to register for classes during the term of move-in or Resident cancels registration.
- Withdrawal: Withdrawal from the university, graduating from the university, participating in a university approved educational leave program (i.e. study abroad), dismissal from the university for academic reasons (dismissal for inappropriate conduct is specifically excluded), or being denied admission to the university.
- Buying out the Contract: Paying \$9.00 per day from the check-out date through June 30, 2010. The full amount will be charged to the Resident's university account at the time of check-out.

d. Finding a Replacement: the Resident may petition for a student replacement to fulfill the contractual obligation. If University Housing has a waiting list for East Campus Graduate Village, it will first attempt to find a contract replacement off the list that can move in within 30 days of the original Resident's vacate notice. If a replacement cannot be identified within those 30 days, it is the Resident's responsibility to find a replacement. The following criteria applies for the replacement identified by the current Resident:

- Student replacements must not currently have a housing application on file with University Housing, must not be a current resident of University Housing, must not have a Student Conduct Code sanction suspending or denying the student replacement's ability to live in University Housing, and must not have any delinquent accounts for housing-related charges.
 - The student replacement must submit an application and complete a contract with University Housing.
 - If the student replacement fails to reside in the Unit for the remainder of the rental year, the petitioning Resident will be assessed the move-out fee on a prorated basis.
 - Residents must check-out prior to the replacement's check-in date.
 - Petitions for contract replacements are accepted at the University Housing office, Monday - Friday, 8:00 a.m. - 5:00 p.m. only.
- e. Vacating: Please submit written notice at least two weeks prior to vacating. Upon receipt of your vacate notice, you will be sent check-out instructions.

7. Removal: If a Resident is removed from East Campus Graduate Village or this contract is cancelled for nonpayment of rent charges, under-enrollment, or student conduct, the "cancellation of contract" provision will apply. Subsequent academic registration may be blocked for failure to pay rent charges.

8. Abandoned Property: If University Housing reasonably believes the Resident has abandoned personal property, University Housing may dispose of the property in accordance with the applicable Oregon Administrative Rule.

9. Absence in Excess of Seven Days: The Resident is required to notify University Housing in writing of any anticipated absence in excess of seven days. During such absence, University Housing may enter the dwelling when reasonably necessary. See Section 13.

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

11. Non-liability of the University: Non-liability of University Housing: The Resident is responsible for personal property belonging to the Resident and Guests. University Housing 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, or storage rooms, unless loss or damage is caused by negligence of University Housing.

It is the Residents' responsibility to keep their Units locked at all times. Residents are strongly encouraged to carry a private insurance policy (such as renters insurance) to cover their property against loss.

12. Motor Vehicles and Parking:

- Parking is restricted to permit parking only. Parking permits are purchased, and regulations are enforced, through the Department of Public Safety. All parking is head-in parking. Authorized vehicles must display the parking permit as required by the Department of Public Safety. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entry ways, driveways, fire lanes, or bicycle parking areas.
- Motor homes, trailers, boats, etc. are not allowed. Additional parking information is available through the Department of Public Safety.

13. Resident Responsibilities: Resident Responsibilities: The Resident on his/her own behalf and on behalf of all Guests agrees to:

- Keep all areas under the Resident's control and all plumbing fixtures and appliances the Resident uses clean, and to dispose of all waste in a sanitary and safe manner;
- Use the Unit, Common Areas, facilities and all appliances in a reasonable manner considering the purposes for which they were designed and intended;
- Not deliberately or negligently destroy, damage, or remove any part of the

Unit or its appliances, fixtures, or furnishings, or permit others to do so;

- Report any need for repairs immediately to the Spencer View Area Office;
- Protect the Unit from pests and vermin;
- Not store explosive, volatile, or hazardous substances, or create hazardous conditions in or about the Unit or in Common Areas or facilities;
- Maintain full-time student status at the University of Oregon during the term the Resident 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
- Assume liability and responsibility for damages resulting from acts or omissions of the Resident or the Resident's Guests and losses incurred by the Resident or the Resident's Guests, unless such losses are the result of the negligence of University Housing.

14. University Housing Responsibilities:

University Housing 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. University Housing will provide:

- Physical facilities, including appliances, in good repair;
- Effective water and weather protection;
- Plumbing that conforms to applicable code and is maintained in good working order;
- Adequate heating;
- An electrical system that conforms to applicable code and is maintained in good working order;
- Adequate receptacles for the removal of garbage;
- An approved and adequate water supply system capable of supplying hot and cold water;
- Safety from fire hazards; and
- Working locks for all outside doors and keys for Resident.

15. Interruptions 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 disruptions associated with the construction sites.

16. Peaceful Enjoyment: The Resident 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 Resident's or others' peaceful enjoyment. University Housing is not responsible for any annoyance or disruption to Residents resulting from noise created by external sources (i.e. private businesses, public services, and university or community events).

17. Facilities and Appliances: Facilities and Appliances: University Housing will provide as part of the rental price, facilities and appliances as noted on the Check-In/Check-Out Record. The Resident agrees to use the facilities and appliances supplied by University Housing in a reasonable manner and for their intended use, and University Housing 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.

18. Cleaning and Damage Charges and Hazardous Substances or Condition 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 or condition owned or controlled by Resident will be paid by Resident.

19. Unit, Property, and Grounds Alterations: Unauthorized alterations, modifications, or additions to the interior or exterior of the Unit, property, or grounds are prohibited. 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.

20. Grounds: University Housing will maintain common lawn areas, trees, and shrubbery.

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

22. Keys and Locks: Apartment, outside door, and mailbox keys will be issued