



UNIVERSITY
OF OREGON

RESIDENCE HALL CONTRACT

HOUSING 2009-10

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.

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



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

An EO/AA/ADA institution committed to cultural diversity

DEFINITIONS

For the purpose of this contract, the following definitions shall apply:

ACADEMIC YEAR

September 24, 2009 to June 11, 2010

AREA DESK

Operated seven days a week in three areas of the residence halls; purpose is to assist residents with Check-In, Room Transfers, Check-Outs, key loans, Room repair requests, mail distribution, and sports equipment, and video/electronics equipment check-out. Hours of operation are posted at each Area Desk.

CHECK-IN

The process of signing one's name on a check-in form. Once the check-in form is completed, the contract is in effect regardless of when keys are picked up.

CHECK-OUT

Notifying the Area Desk of an intent to vacate, removing personal belongings, completing necessary paperwork and returning keys to the Area Desk.

COMPLEX

A group of ten or fewer, architecturally-connected residence halls.

COMPLEX DIRECTOR (CD)

Full-time, professional staff members living in each housing Complex to supervise student residence life staff and oversee the smooth operation of the halls; work to ensure the development of a positive living environment; and serve as educators, advisors, policy enforcers, and trainers.

CONTRACT DAYS

The time period for which residents are charged room and board between the opening and closing of the residence halls for each term.

DEAD WEEK

Last week of classes before finals.

DEPARTMENT OF PUBLIC SAFETY (DPS)

A department that promotes a safe and secure campus community through education, prevention, and enforcement services and programs.

HALL

A floor or building within a Complex that houses twenty to ninety residents; each Hall offers a social and educational budget, student-planned programming, hall government officers, and one to three Resident Assistants.

INTERIM BREAK

The time period between each term when classes are not in session and residence halls are closed.

LOFT BEDS

A fixed bed unit, provided by University Housing. Many are attached to the ceiling and floor that has two adjustable platforms that can be used for sleeping and storage; each platform can be adjusted to different heights.

PREPAYMENT

For fall term only, the first installment of fall room and board, required with return of the contract to guarantee a Room assignment.

RESIDENT ASSISTANT (RA)

Students with knowledge of campus resources and student issues, living in every Hall of each housing Complex, available to answer questions, coordinate programming, connect residents to University of Oregon services or activities, and follow up on student concerns.

ROOM

An individual room that houses one or more residents.

ROOM TRANSFER

A Room change approved by the Area Desk.

University Housing is intended to provide an environment suited to academic and personal growth by promoting a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities. University Housing is provided for students who plan to reside in the residence halls for the full Academic Year. University Housing residence halls do 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, sexual orientation, gender, gender identity, gender expression, national origin, age, religion, marital status, disability, or veteran status. Our highly trained staff 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.

TERMS AND CONDITIONS

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 Room in a particular residence hall. This contract obligates the University of Oregon to provide you with housing only as set forth in this contract. All portions of university residence halls 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 residence halls 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.

ELIGIBILITY

University Housing is provided on a space available basis for full-time (12 credit hours per term) undergraduate students, and full-time (9 credit hours per term) graduate or professional students. Resident students who remain enrolled at the university but fail to maintain full-time status remain responsible for compliance with the terms and conditions of this contract. To remain eligible for residence hall housing, dual-enrolled students are required to pay the University Health Center fee, which is included in the students' university bill on a quarterly basis. University Housing reserves the right to refuse housing accommodations to any student who has a University Student Conduct Code sanction suspending or denying the privilege of living in University Housing or delinquent accounts for housing-related charges. University Housing may administratively move students as necessary or appropriate (*see Assignments section next page*).

ASSIGNMENTS

Fall term Room assignments are made based on the date of the application, responses given on the application, availability, and return of the signed contract and the \$250 Prepayment. This contract and the \$250 Prepayment must be received by the deadline date on the offer letter or the applicant will be moved to the end of the applicant waiting list. While we make every reasonable effort to do so, University Housing cannot guarantee we will be able to meet all requests or guarantee compatible roommates. Behavior that deviates from information provided in the application may be grounds for relocation within or removal from University Housing.

If the applicant does not receive a Room assignment for fall term before leaving home or has concerns, the applicant should contact University Housing. Applicants with Room assignments will have their Room held until Saturday, September 26, 2009 (see Late Arrivals below).

Winter and spring term assignments are processed based on space availability at the time of Check-In. The \$250 Prepayment is not required for winter and spring term.

- a. **Administrative Assignments:** University Housing reserves the right to make or change Room assignments at any time based on administrative needs. This includes, but is not limited to, consolidation of space or sanctions as a result of conduct or contract violations. In case of emergency, a resident may be removed from the residence halls and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University of Oregon.
- b. **Temporary Assignments:** Late applicants may be assigned a temporary Room until a permanent Room is available. Furnishings may vary for facilities that are used temporarily to accommodate increased demand for housing. When a permanent Room becomes available, residents agree to complete the Room Transfer within 48 hours of notification. Residents assigned a temporary Room will be charged the double room and board rate with their requested meal plan.

FALL TERM ARRIVAL DATES

Arrival Dates: Thursday, September 24 through Saturday, September 26, 2009

Pre-Contract Arrivals: If an applicant is required by a university department to attend a specific university program prior to the arrival dates, the applicant may Check-In before September 24, 2009 with submission of a Pre-Arrival Request Form. Those qualified may arrive as early as Thursday, September 17, 2009. Pre-contract arrival charges are based on prorated room and board rates. Exceptions will be made for applicants who did not attend IntroDUCKtion and are arriving September 24, 2008 for academic advising.

Late Arrivals: If the applicant plans to arrive after Saturday, September 26, 2009 for fall term, the applicant must notify University Housing in writing or by telephone before Friday, September 11, 2009 to prevent the reservation from being cancelled.

WINTER AND SPRING TERM ARRIVAL DATES

Winter Term Arrival Date: Sunday, January 3, 2010

Spring Term Arrival Date: Sunday, March 28, 2010

Pre-contract arrival is not available for winter or spring terms.

Late Arrivals: If the applicant plans to arrive after the opening day of winter or spring term, the applicant must notify University Housing in writing or by telephone before the opening day of winter or spring term to prevent the reservation from being cancelled.

INTERRUPTIONS OF SERVICE AND CONSTRUCTION

University Housing is not responsible for the continuation of food, mail, custodial, linen, 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/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 adjacent to the residence hall (e.g. the UO Arena, Academic Learning Center for Student Athletes, Alumni Center, etc.).

CONTRACT AGREEMENT

This contract is not valid unless it has been offered through the University Housing application process. Contracts are nontransferable.

EXCEPTIONS TO THE CONTRACT

Exceptions to the contract may be requested by petition. Petition forms are available from the University Housing main office and from any Area Desk. Petitions are reviewed on an individual basis based on personal circumstances. Exceptions granted to one provision of this contract shall not be construed as waivers of any other provisions. The final determination on such petitions is at the discretion of University Housing.

CONTRACT MODIFICATIONS, BREACH, AND REMEDIES

Noncompliance with the *Policies and Procedures* and the *Terms and Conditions* may result in disciplinary action under the University Student Conduct Code, applicable financial obligations, and removal from the residence halls. University Housing may administratively move residence hall students as necessary.

This contract may be terminated, changed, modified, or amended by University Housing for any of the following reasons.

- a. When your behavior requires inordinate attention from staff members, roommates, or community members.
- b. When your activities endanger your health, safety or welfare; or the health, safety, or welfare of other residents.
- c. When you engage in gross or disruptive behavior.
- d. When you cease to be an eligible student, regardless of reason.
- e. When university rules or residence hall *Conduct Policies, Housing Procedures*, or the *Terms and Conditions* of the contract have been breached or violated by you.
- f. When you have violated the residence hall community agreement or, the University Student Conduct Code, or you have abused or damaged university facilities, you will also be subject to disciplinary action, prosecution, judicial review, legal fees and replacement costs as deemed appropriate by university officials. Residents may also be subject to disciplinary action due to the misconduct of their guests.
- g. University Housing and the Office of Student Conduct & Community Standards reserves the right to move a student to another Room or Hall and remove the student from the residence halls if it is in the best interest of the university, the student or other students of the university.

CONTRACTUAL NON-COMPLIANCE

Concurrent to, or separate from, any judicial proceedings, the Director of Residence Life, or designee, may deny or revoke housing privileges to any student found in violation of the provisions of this contract; this includes, but is not limited to, moving students to other Rooms, Halls, or Complexes.

REMOVAL

If a resident is removed from University Housing for nonpayment of room and board charges or under-enrollment, the cancellation of contract provision will apply. If a resident is removed from University Housing due to violations of the University Student Conduct Code or this contract, or for contractual non-compliance, only Section C of the Modifications, Breach, and Remedies Contract provision will apply.

LIABILITY

- a. University Housing is not liable for loss or damage to personal property in resident Rooms, public areas, laundry, storage rooms, or elsewhere.
- b. It is the residents' responsibility to keep their Rooms locked at all times. Residents may be covered by their family's personal property insurance or may wish to carry a private insurance policy to cover their property against loss.
- c. Residents are responsible for long distance charges on their Room phone.

CANCELLATION OF CONTRACT

Residents agree to reside in a residence hall from the date of Check-In through June 11, 2010. Prior to Check-In, applicants may cancel their contract by submitting a written cancellation request to University Housing. After Check-In, residents may only be released from the contract for one of the reasons below:

- a. Resident is admitted but fails to register, or cancels registration.
- b. **Withdrawal:** Withdrawal from the university, graduating from the university, participating in a university planned educational leave program (such as study abroad), dismissal from the university for academic reasons (dismissal for inappropriate conduct is specifically excluded), or being denied admission to the university.
- c. **Buying out the Contract:** Paying \$9 per day from the Check-Out date through June 11, 2010. The full amount will be applied 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 resident's contractual obligation. It is the resident's responsibility to find a replacement. The following criteria applies to be eligible to be a replacement:
 - Student replacements must not currently have a residence hall application on file with University Housing, must not be a current resident of the residence halls, must not have a University Student Conduct Code sanction suspending or denying the student replacement's privilege of living in University Housing, and must not have any delinquent accounts for housing-related charges.
 - The student replacement must submit an application and complete a residence hall contract with University Housing and otherwise be eligible to reside in a residence hall.

- Student replacement may reside in any open space, if the student replacement fails to reside in the residence halls for the remainder of the Academic Year, the petitioning resident will be assessed the move-out fee on a prorated basis.
 - Residents must Check-Out prior to, or within, fourteen Contract Days of the replacement's Check-In date.
 - Petitions for contract replacements are accepted at the University Housing office, Monday through Friday, 8:00 a.m. to 5:00 p.m. only.
- e. Residents who Check-Out of a residence hall during the first ten days of the term's Contract Days will be charged a minimum of ten days of prorated room and board at the assigned Room rate.

Withdrawal: A resident who withdraws from the university first, then Checks-Out of the resident's assigned residence hall Room, will be charged for room and board on a prorated basis through the date of completed Check-Out from the residence hall.

A resident who Checks-Out of the resident's assigned room first, then withdraws from the university, will be charged for room and board on a prorated basis through the date of Check-Out and will be subject to conditions in this contract for those days between Check-Out and the official date of withdrawal from the university.

It is the resident's responsibility to notify University Housing of a subsequent withdrawal from the university.

Room and board credits and additional charges will be applied to the resident's university account. Remaining credits will be refunded to the resident in accordance with the university's Revolving Charge Account Agreement.

Billing Rights: In case of errors or questions, a debtor may challenge a charge within sixty days after the first bill on which the suspected error or problem appeared by directing his or her inquiry to the office initiating the charge. If an error has occurred, associated charges will be adjusted. Residents have the right to appeal charges made to their accounts.

CHECK-OUT PROCEDURES

The meal plan is automatically cancelled at time of Check-Out. Students are charged for all meal points used during week of Check-Out. Residents are responsible for keeping University Housing informed of a current mailing address until all liabilities and claims have been satisfactorily met. Failure to adhere to cancellation and Check-Out procedures will result in being charged full room and board on a prorated basis until all Check-Out procedures are completed. To avoid additional charges when checking out, whether vacating the residence halls or simply transferring to another Room, residents agree to do the following:

- a. Notify the current Resident Assistant at least 24 hours prior to Check-Out.
- b. Notify the Area Desk at least 24 hours prior to Check-Out.
- c. Follow the Check-Out list supplied by the Area Desk.
- d. Remove personal belongings and return all residence hall keys/cards to the Area Desk.
- e. Check-Out of the Room by 7:00 p.m. of the last day of the term if vacating.

ROOM AND BOARD CHARGES

Residents will be billed in three monthly installments each term for room and board. Payment amounts are stated in the separate, enclosed brochure and on the housing website: housing.uoregon.edu. Except as set forth below, are due on the first of each month. Room and board charges that appear in the rate brochure do not cover Interim Breaks unless they are separately contracted (see *Contract Days and Interim Break section, pg. 5*). A monthly statement of the resident's university account will be emailed to the resident's official university email account. Payments can be made either by mail at the Cashier's Office in Oregon Hall or online using Quickpay®.

The university will withhold and apply any financial aid, as well as all scholarships, grants, fee remissions and other loans awarded to a resident, to the room and board charges incurred or assessed or reasonably expected to be incurred or assessed during the Contract Year.

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 the University of Oregon's Revolving Charge Account Program (OAR 571-060-0040) and is subject to the Revolving Charge Account Agreement, whether or not one is executed, and thus is subject to a 9% interest rate per annum beginning on the eleventh day and a \$6 per month overdue billing charge. Copies of the Revolving Charge Account Program details and Agreement are posted in the Schedule of Classes and on the Office of Business Affairs' website: <http://baowww.uoregon.edu/student/studentrevolvingchargeagreement.htm>. Non-payment of room and board charges may lead to removal from the residence halls and denial of dining access and will subject the resident to legal fees and other costs and charges for collection of the indebtedness.

The Oregon State Board of Higher Education has authority to modify charges during the 2009–10 Academic Year if cost expectations on which charges are based substantially exceed present estimates. Included in the room and board rate is a \$28 required fee for social, educational, and recreational programming for the residential community. This programming effort is administered by University Housing staff with significant input from the residential community.

For the applicant who does not Check-In, charges will be based on the cancellation deadline dates and the postmark date of a written cancellation request submitted to University Housing. For the applicant who Checks-In, the prorated adjustment of the quarterly room and board rate is based upon the date Check-Out is completed, personal belongings have been removed, and residence hall keys or key cards have been returned to the Area Desk.

Residents who live in a residence hall less than a full term will be assessed room and board charges on a prorated basis in addition to any other required fees (see *Cancellation of Contract section, pg. 3*), except under the following circumstances:

- a. Residents who Check-In to a residence hall during the first ten days of the term's Contract Days will be charged from the first Contract Day of the term.
- b. Residents who Check-In to a residence hall during the last ten days of the term's Contract Days will be charged for a minimum of ten days.
- c. Residents who Check-In to a residence hall and Check-Out in less than ten days will be charged for a minimum of ten days.
- d. Residents who Check-Out of a residence hall during the last ten days of the term's Contract Days will be charged through the last day of the contract term.

FOOD SERVICES

Residents may eat in any University Housing dining center. Shoes and shirts must be worn in all dining centers.

Three different meal plans are offered: the deluxe meal plan (which approximates 19 meals per week); the standard meal plan (which approximates 16 meals per week), and the mini meal plan (which approximates 13 meals per week).

The meal plan week begins at midnight on Sunday. Up to 50 unused meal points will rollover to the next week. Points do not rollover from term to term. Meal points are prorated during Thanksgiving as well as the weeks of the opening and closing of residence halls. All residents who Check-In on September 24 will receive prorated meal points for the remainder of the week. The deluxe, standard, or mini meal plan begins Sunday, September 27. **Meals are not served during Thanksgiving vacation, or winter and spring Interim Breaks. Additionally, three meal points are deducted during the first week of food service fall term for the Convocation event and meal. All dining services are closed during this event. Meal points expire upon check out.**

Students may increase or decrease their meal plan at any time. Students may only change their meal plan twice in any term. Changes to meal plan packages will be effective on Sunday of the following week. Access to meals in excess of the selected plan may be gained by using the DeDuck program or by paying cash.

Residents may use their points to purchase dining access for a guest. Residents must accompany their guest in the dining centers. University Housing reserves the right to limit guest access. (See *Section 5, Guests, pg. 7*.)

A University of Oregon student identification card is required for access to University Housing dining centers. Convenience entries (entry into a dining center without University of Oregon identification card) is limited to eight per term. To use a convenience entry, students are required to show some form of picture identification and provide their student identification number. Residents who lend their student identification cards will be assessed a \$25 charge in addition to the charge for each unauthorized entry. Residents are required to notify University Housing immediately upon the issuance of a student identification card that bears a new student identification number.

No food, dishes, or utensils shall be taken from the dining centers. Residents will be assessed a \$25 charge for each violation. Disorderly conduct is not permitted and may result in disciplinary action under the University Student Conduct Code, applicable financial obligations, and removal from the residence halls.

CONTRACT DAYS AND INTERIM BREAKS (see chart next page)

Residents may stay in the residence halls during the winter and spring Interim Breaks for a fee if space is available, but may be relocated to consolidate living areas with other residents who remain in the residence halls. Depending on availability of space, single rooms for those relocating may not be available. Residents who have been found responsible for violating University Housing or university policies may be denied the privilege of staying over the Interim Break.

Residents must adhere to the residence hall contract during Interim Break. Residents not staying over Interim Break will not be allowed to return until residence halls reopen.

Residents who want to stay in the halls during winter and spring Interim Breaks must sign up at the Area Desk by 6:00 p.m. Monday of finals week, and will be charged the Interim Break fees (see chart at top on page 5):

2009–10 CONTRACT DAYS AND INTERIM BREAKS

OPENING AND CLOSING OF HOUSING AND FOOD SERVICES

	FALL*	WINTER	SPRING
OPENING DATES	Thursday, September 24 9:00 a.m. to 5:00 p.m.	Sunday, January 3 9:00 a.m. to 4:00 p.m.	Sunday, March 28 9:00 a.m. to 4:00 p.m.
CLOSING DATES	Friday, December 11 7:00 p.m.	Friday, March 19 7:00 p.m.	Friday, June 11 7:00 p.m.
FIRST MEAL	Thursday, September 24; Dinner**	Sunday, January 3; Dinner	Sunday, March 28; Dinner
LAST MEAL	Friday, December 11; Lunch	Friday, March 19; Lunch	Friday, June 11; Lunch

* Food Services are not available during Thanksgiving break.

** Meal points distributed each week depend on the plan selected. Meal points will be prorated for September 24-26, the week of Thanksgiving, and final exam weeks.

WINTER INTERIM BREAK FEES		SPRING INTERIM BREAK FEES	
All Rooms (except those in Barnhart Hall)	Barnhart Rooms	All Rooms (except those in Barnhart Hall)	Barnhart Rooms
\$345	\$529	\$135	\$207
Law students \$180	Law students \$276		

- Interim Break Keys/Card:** The Interim Break outside door key/card is to be returned to the Area Desk by 5:00 p.m. the day after the halls open. Failure to return the Interim Break key/card will result in a \$50 charge.
- Relocation:** Residents who have been relocated for the Interim Break must move back to their Academic Year Room and return the Interim Break Room key to the Area Desk by noon on opening day.
- Departure:** Residents who are not signed up for Interim Break may not be in the halls after 7:00 p.m. on Friday of finals week without prior written approval by their Complex Director.
- Departure After Finals:** Residents are required to depart 24 hours after their last final or by 7:00 p.m. on Friday of finals week, whichever comes first.

ROOM TRANSFER

Residents must complete a Room Transfer Request Form available through the Area Desk and obtain signatures from their roommate, Resident Assistant, and Complex Director to be placed on a waiting list for a Room Transfer. Actual transfers take place on a priority and space availability basis.

- Residents agree to complete a Room Transfer within 48 hours of receiving notification or by the end of the term, whichever comes first.
- A \$10 administrative charge will be assessed to the resident's university account for every completed transfer made other than the first Room Transfer.
- Late Check-Out:** Residents who receive an approved Room Transfer and have not transferred into the new Room on or before the deadline will be charged a \$35 late Check-Out fee.
- Hold-Over Fee:** Residents who leave for an Interim Break without transferring out of their old Room assignment into their new Room assignment will be charged a \$100 hold-over fee.

Residents must reside in the Room to which they are assigned. Residents who transfer rooms without prior approval will be required to transfer back to their original Room. A \$50 fee and a Student Conduct violation may be imposed for transferring from one Room to another without prior approval from the Area Desk and completion of the Room Transfer request form.

ROOMMATE VACANCIES

In all cases where a Room is occupied by two or more residents, each occupant will be charged the appropriate double-room rate. When a vacancy occurs in a double room, University Housing reserves the right to require one or more of the following options of the remaining resident depending upon administrative needs:

- To remain at the appropriate double-room rate, residents must move in with another resident.
- Convert the Room from a double- to a single-room rate, subject to approval by University Housing.
- If there are no other residents living alone in a double room, a resident occupying a double room alone will continue to be charged the appropriate double-room rate as long as his or her belongings remain on one side of the Room, and the resident remains agreeable to a new roommate.

Noncompliance with University Housing's request(s) may result in the resident being charged the appropriate single-room rate or the resident may be referred to the student conduct system.

SINGLE ROOMS

Single rooms are assigned on a priority basis according to the date of request for a single room and the availability of a single room. University Housing determines

when a Room may be used as a single room. If the resident wishes to change the Room from a single-room rate to a double-room rate, it is the resident's responsibility to secure a roommate who meets all eligibility requirements. The single-room rate will apply until a roommate Checks-In or the resident transfers into another double room with a vacancy.

MAIL AND EMAIL

- Each resident will be assigned a residence hall mailbox. All mail received through University Housing will be placed in the resident's assigned mailbox. **Residents are required to check their mailboxes daily during the academic term.**
- Residence hall mail service is an extension of the U.S. Postal Service and therefore, follows federal guidelines including prohibition of mail fraud. Violations of U.S. postal regulations will be turned over to the U.S. Postal Service and the person will also be subject to university disciplinary procedures.
- Mail service and forwarding may be interrupted or suspended during Interim Breaks.
- Residents will be assigned a university email account, which is where official university information will be sent. Residents are required to check their email accounts daily during the academic term and to notify the Office of the Registrar at (541) 346-3243 of email account changes.

CONDUCT POLICIES

1. ALCOHOL AND DRUGS

- Residents under the age of 21 are not allowed to consume or possess alcoholic beverages. Possessing, consuming, or furnishing alcoholic beverages is prohibited in public areas, and in all areas of Wellness and Substance Free halls (including resident Rooms). All local, state and federal alcohol laws are in effect.
- Residents 21 years of age or older not living in a Wellness and Substance Free hall may consume alcohol in the privacy of their Room with the door closed.
- Residents 21 years of age or older may only bring alcohol into the residence halls if concealed.
- Residents may not display full or empty alcoholic beverage containers, and individuals under 21 years of age and all residents living in Wellness and Substance Free halls are prohibited from displaying or possessing alcoholic beverage containers within University Housing facilities or grounds.
- Possession of a rapid-consumption device (a "beer bong" for example) is prohibited in the residence halls, and these devices will be confiscated and destroyed.
- Group activities (more than four people in a room) where alcohol is being consumed are prohibited.
- Illegal use, possession, or furnishing of controlled substances on university owned or controlled property or at university sponsored or supervised activities is prohibited.
- Possession or use of illegal drug paraphernalia is prohibited in the residence halls. Drug paraphernalia includes "bongs", pipes, vaporizers and other devices that may be used to facilitate the consumption of illegal drugs. Any illegal drug paraphernalia found will be confiscated.
- Narcotics and dangerous drugs shall be defined in accordance with the applicable law as well as the University Student Conduct Code.
- Residents and guests may not be intoxicated by alcohol or any controlled substance in the residence halls.
- Minors may not be present where alcohol is being consumed. The only exception is when the minor's roommate is 21 years of age and consuming in their shared room.

2. CONDUCT

- a. Disciplinary sanctions as serious as suspension or expulsion from the university, and removal from University Housing with concomitant risks of financial loss as stated in the *Terms and Conditions* may result if any resident is found responsible for committing, attempting to commit, or assisting in the commission of any of the offenses listed in the University Student Conduct Code.
- b. A \$15 administrative conduct hearing fee will be assessed to any resident who is found responsible for violating university or housing policies.
- c. Any resident's behavior that results in unreasonable noise, that disrupts the community, or demonstrates an unwillingness to live in a group setting is prohibited. Courtesy for neighbors in the academic community prevails, and noise will be kept to a minimum at all times.
- d. Minimum quiet hours are Sunday through Thursday, 11:00 p.m. to 10:00 a.m., and Friday/Saturday, midnight to 10:00 a.m. with the exception of Honors Halls and Quiet Halls, which have extended quiet hours (see *Addenda, pg. 7*). Each Hall may extend established quiet hours to further restrict noise levels. Beginning the Wednesday of each Dead Week through hall closing, quiet hours will be enforced 24 hours a day. The right to sleep and study supersedes the right to make noise per the University Student Conduct Code.
- e. University of Oregon residence halls are also subject to the City of Eugene ordinance regarding excessive noise.
- f. Staff may enter a resident's Room (if the resident is not present) to eliminate disruptive noise.

3. DANGEROUS DEVICES

- a. Possession, use, or threatened use of firearms (including, but not limited to, BB guns, air guns, any projectile weapon, water balloon launchers, 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 in the residence halls. The following items have no place within the residence halls:
 - 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 (i.e. switch blade)
 - 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.

RULES AND REGULATIONS

1. SOLICITATION, ADVERTISING, AND PROMOTION

Solicitation, advertising, promotion, and commercial transactions are prohibited in all areas of the residence halls. 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 (including dining centers) by non-housing groups without the express written permission of University Housing.

2. EQUIPMENT USE

- a. The use of any sports equipment, including, but not limited to bicycles, skates, skateboards, balls, or Frisbees is prohibited within the residence hall and dining hall buildings including porches, hallways, lobbies, stairs, public areas, and posted areas.
- b. Sports equipment must be kept in designated areas or in Rooms. Sports equipment may be confiscated if left or used in unauthorized areas.
- c. Bicycles kept on university property must be registered with the Department of Public Safety. Due to limited bike space, each resident is restricted to the use of one bicycle-rack space. Bicycles must be parked in bike rack/cage.
- d. Residence hall equipment, supplies, and furnishings must not be dismantled or removed from their designated area. Charges will be assessed for misuse, removal, damage, or theft.

3. FACILITIES

- a. Unauthorized entry into, or use of, institutional facilities, including buildings and grounds, is prohibited. Use of University of Oregon residence halls is limited to the residents, their escorted guests, and other persons specifically authorized by University Housing.
- b. The presence in a residence hall of any person not authorized by University Housing constitutes a trespass. Those trespassing may be removed from the residence halls and arrested under the ordinances of the City of Eugene and are also subject to discipline under the University Student Conduct Code.
- c. Residents are not allowed on roofs, sides of buildings, outside ledges of the buildings. Nothing is to be placed, stored, or exhibited on the outside ledges of the buildings. Windows are to remain in their tracks. No one is allowed to sit on window sills or extend any part of their body outside the window sills. Removal

- d. of any window screen is prohibited. Nothing is to be thrown, dropped, or spilled from the roofs, ledges, or windows. Nothing is to be thrown at windows or through doorways. Residents may not jump from or climb onto the balconies within Barnhart Hall. Violations of this policy may result in sanctions ranging from a \$50 charge to immediate removal from the residence halls.
- d. Posting of unapproved signs or erecting antennas or any other objects on the exterior or interior of buildings is prohibited.
- e. Authorized personnel may enter a resident's Room for purposes of maintenance, routine inspections, cleaning, or in response to emergencies. At Barnhart Hall, the custodial workers will clean the bathrooms regularly. Bathroom facilities may not be used while being serviced by custodial and maintenance staff.
- f. Residents may only use same-sex or gender-neutral bathroom facilities.
- g. Sleeping in the lounges and common areas is prohibited.
- h. Reservation of lounges is prohibited to outside groups.

4. FIRE SAFETY (ALSO SEE SECTION 10, SMOKING, PG. 7)

- a. Fire drills will be held periodically to ensure that residents are aware of the alarm and the emergency building evacuation plan. The building evacuation plan for each building is posted on every floor and should be reviewed by each person. Every alarm must be treated as an emergency, and all persons must evacuate the building immediately. Exceptions to evacuating will be in the event of fire alarm testing or repair. Notices will be posted on the entry doors to each residence hall at least 24 hours prior to testing or repair.
- b. Possessing, displaying or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, and kerosene lamps is hazardous to the health and safety of residents and is prohibited inside the residence halls. Barbecues must be conducted at least fifty feet away from every building.
- c. No fuel-powered motor vehicles or associated parts are permitted within the residence halls for any purpose.
- d. All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved. Extension cords, multi-plug adapters, and the chaining together of power strips is prohibited. When power strips are used, circuit breakers and reset buttons are required.
- e. Microwave ovens are prohibited. Appliances with open heat sources (toaster ovens and bread toasters for example) or no thermostat control (hot plates and grills for example) are prohibited.
- f. Decorative lighting (string lights) may not be plugged into each other. One set of decorative lights shall be plugged into one approved circuited power strip or wall socket.
- g. Ceiling lights and lamps of any type including lava and disco lamps cannot be covered with hats, towels, or any other fabric.
- h. A charge of up to \$150 and immediate removal may be imposed for any of the following: smoking within a housing facility, failure to evacuate during fire alarms, activating false alarms in residence halls, propping open fire doors, creating a fire hazard, malicious burning, or tampering with fire equipment (fire extinguishers, plastic ties securing valves, fire alarm pull stations, smoke detectors, fire hose connections, sprinkler heads, sprinkler pipes, hoses, connections, valves, emergency exit signs, etc.).
- i. University Housing will pay a \$100 reward for information leading to the persons responsible for tampering with fire equipment, activating false alarms, malicious burning, and possession or lighting of fireworks within University Housing property.
- j. Residents are not to deface, modify, obstruct, or remove "Life Safety" stickers placed on the inside of every residence hall Room door.
- k. Fire and life safety inspections will be conducted periodically for fire hazards. Spot inspections will also occur. Residents will be given at least 24-hours notice and must grant access for these inspections. A \$50 charge per violation will be imposed for not abiding by the received citation or verbal instructions of the inspector or university staff regarding the correction of fire hazards.
- l. Items and conduct prohibited in the residence halls, which the inspector will be reviewing, are the following:
 - Candles of any type (with or without a wick)
 - Burning of incense, sage, or any object
 - Smoking of any type within the buildings
 - Evidence of candles, burning of incense, sage, or any object, and smoking of any type within the buildings
 - Drapes hanging over interior entries that block natural exit pathway
 - Placing any object too close to the Room heaters (within six inches of heater)
 - George Foreman or other electric grills
 - The hanging of any items over the sprinkler pipes
 - The hanging of any items over or covering the smoke detector
 - Flammable materials on the ceiling or covering ceiling lights or hanging anything from the ceiling
 - Excessive amounts of combustible materials on exterior Room doors
 - Multi-plug adaptors
 - Extension cords
 - Couches and furniture without flame retardant upholstery, or without documentation of flame retardant upholstery
 - Space heaters and halogen lamps
 - General Room organization--residents must be able to exit the Room safely (see *Section 8, Room and Hall Care, pg. 7*)

5. GUESTS

- a. University Housing policies apply to all guests. Residents are responsible and accountable for the conduct of their guests while on residence hall property or immediately adjacent areas, or at residence hall-sponsored or supervised activities. This is true when guests are there by the resident's explicit invitation and also when the guests are present with the resident's permission.
- b. Residents must accompany their guests at all times.
- c. The cost of repairing any damage to university property caused by guests of a resident will be charged to the hosting resident.
- d. Guests may only use the same-sex or gender-neutral bathroom facilities.
- e. Residents may have an overnight guest by obtaining, in advance, written roommate approval. Visits are limited to six nights per term.
- f. During Interim Breaks, guest privileges will be limited.
- g. University Housing reserves the right to deny access to any guest whose behavior is deemed inappropriate.
- h. Residents may not host anyone who is known to be unwelcome or unapproved to be in the residence halls.

6. KEYS/STUDENT IDENTIFICATION

- a. All residence hall keys and key cards remain the property of the university and must not be duplicated.
- b. Residents are not allowed to loan, sell, or transfer a university key, residence hall key, key card, or student identification card to any person. This includes tossing keys out of windows.
- c. Residents must report lost or stolen keys or key cards immediately to their Area Desk.
- d. All assigned keys and key cards must be returned at Check-Out or removal from the residence halls, whichever occurs first. Fees will be assessed to the resident's university account for any unreturned keys or key cards.
- e. Any violation of this key policy constitutes misuse of university property and is a violation of the University Student Conduct Code.
- f. If a resident is locked out of their Room, they can check out a temporary key or key card at their Area Desk. A resident can check out a temporary key or key card or be given access by a Resident Assistant up to three times during an Academic Year before a \$5 key loan charge is assessed.

7. PETS

Pets are not permitted except for aquarium fish. Aquariums larger than ten gallons are prohibited.

8. ROOM AND HALL CARE

- a. Residents agree to reasonably care for their Room and its furnishings and to maintain sanitary and safe conditions acceptable to University Housing. To prevent custodial charges, residents are responsible for the removal of their own trash and recycling to a centralized trash/recycling collection area in their Complex.
- b. Residents agree to take out their trash and leftover food regularly to avoid pests and odors.
- c. Lofting, stacking, or removal of any freestanding beds is prohibited. For those beds that can be lofted, it is the resident's responsibility to keep all parts in the Room and return the Loft Bed to the lowest height adjustment upon Check-Out.
- d. Cinderblocks are prohibited. Construction of loft or bunk beds is prohibited. Only bed risers made of high-density polyethylene that hold up to 1200 pounds are permitted.
- e. All furniture must be kept in the Room to which it is assigned. Residents are responsible to restore the Room to its original condition and configuration prior to Check-Out. This requires that all components, equipment and furnishings, are in the Room and assembled. Residents are financially responsible for any damage to their Room and furnishings other than normal wear and tear. Any costs to return the Room to its original condition will be charged to the residents. If there is more than one resident in a room, each resident may, in the discretion of the university, be deemed to be jointly and severally liable.
- f. Waterbeds are prohibited.
- g. Refrigerators larger than four cubic feet are prohibited.
- h. Residents agree to pay for any damages to the residence halls 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. Residents are collectively responsible for any damages that occur within common areas. If damage in common areas within a Hall or Complex cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within the residence hall or Complex, the residents of that Hall or Complex will be charged collectively. This is referred to as the "group damages" charge on university billing statements.
- i. Residents are not permitted to make or contract for painting, repairs, or lighting or electrical changes; University Housing will make all repairs and changes. Residents are required to notify University Housing immediately of any needed repair to their Room, bathroom, or common areas.

9. 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 residence hall entrance doors and fire doors is prohibited. Residents are responsible for keeping their Room and Hall doors locked, and for not propping doors open. It is the responsibility of the residents to keep their Room doors locked and carry keys at all times.
 - Residents are prohibited from allowing anyone who is not their guest into any residence hall building, and are responsible for reporting suspicious activities to the Department of Public Safety or residence hall staff, and for locking residence hall Room doors at night, when asleep, or out of the Room.
- b. Upon request, University Housing will furnish a resident's telephone number, email address, and mailbox number. Residents may request privacy restrictions to be placed on their student information by contacting the Office of the Registrar at (541) 346-3243.

10. SMOKING

Smoking is not allowed in the interior of any residence hall or dining center. Smoking is permitted outside residence halls and Complexes only in designated smoking areas.

SPECIAL-INTEREST HALL ADDENDA

Residents assigned to a Civic Engagement/Leadership Hall, Honors Hall, Wellness and Substance Free Hall, or Quiet Hall agree to abide by the appropriate addendum below:

Civic Engagement/Leadership Halls

Residents assigned to this Hall agree to be involved in at least one co-curricular leadership activity each term while residing in the Hall. Residents are required to register their co-curricular activity with their Resident Assistant by the end of the fourth week of the term. Residents may be transferred to another special-interest Hall should they fail to participate in at least one co-curricular activity per term.

Honors Halls

Minimum study and sleeping hours to be established are 8:00 p.m. to 10:00 a.m. Sunday through Thursday and 10:00 p.m. to 10:00 a.m. Friday and Saturday. Maximum hours for visiting the residence halls by guests will be voted on by the residents who reside in the Hall. Residents will inform their guests of what it means to be visiting an Honors Hall. If the resident, or the resident's guests, are found to be responsible for violating extended quiet or special visiting hours, the resident may be transferred to another special-interest Hall.

Wellness and Substance Free Halls

Intoxication or possession or use of any controlled substance except as prescribed by a physician, alcohol, or any tobacco products are prohibited. Residents will inform their guests about the rules and agreements for these Halls. If the resident, or the resident's guests, are found to be responsible for possession or consumption of any of the above items, or of being intoxicated, the resident may be transferred to another special-interest Hall.

Quiet Halls

Quiet hours will be in effect at all times. Residents will inform their guests that they are visiting a Quiet Hall. If the resident, or the resident's guests, are found to be responsible for violating quiet hours or special visiting hours, the resident may be transferred to another special-interest Hall.

RATES

Room and Board Rates Academic Year 2009–10

See enclosed brochure for monthly or quarterly payment options.

Rates are subject to approval by the Oregon State Board of Higher Education. The Board has the authority to increase charges if costs exceed present estimates.

Rates for Academic Year

DOUBLES	Deluxe Meal Plan (approximately 19 meals per week)	Standard Meal Plan (approximately 16 meals per week)	Mini Meal Plan (approximately 13 meals per week)
Double	\$8,939	\$8,620	\$8,301
Double with Sink	\$9,366	\$9,047	\$8,728
Enhanced Double	\$9,366	\$9,047	\$8,728
Enhanced Double with Sink	\$9,579	\$9,260	\$8,941
Deluxe Double	\$10,645	\$10,326	\$10,007
Enhanced Deluxe Double	\$13,204	\$12,885	\$12,566
SINGLES	Deluxe Meal Plan (approximately 19 meals per week)	Standard Meal Plan (approximately 16 meals per week)	Mini Meal Plan (approximately 13 meals per week)
Small Single	\$9,792	\$9,473	\$9,154
Single	\$11,072	\$10,753	\$10,434
Single with Sink	\$11,712	\$11,393	\$11,074
Enhanced Single	\$11,712	\$11,393	\$11,074
Enhanced Single with Sink	\$11,947	\$11,628	\$11,309
Deluxe Small Single	\$13,631	\$13,312	\$12,993
Deluxe Single	\$15,123	\$14,804	\$14,485

By my signature hereon, I certify that I have read this University Housing Residence Hall Contract 2009–10 and agree to abide by the contract in its entirety. I understand this is my agreement to live in the residence halls until June 11, 2010.

Dated this _____ day of _____, 20 ____

your copy

Signature of Student/Resident

Dated this _____ day of _____, 20 ____

your copy

Parent or Legal Guardian Signature
required for residents under 17 years of age



Allen Gidley
Interim Director, University Housing

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.

Please sign and return this copy to University Housing in its entirety. Do not detach pages.