

# EAST CAMPUS GRADUATE VILLAGE CONTRACT AND COMMUNITY EXPECTATIONS UNIVERSITY HOUSING



UNIVERSITY OF  
OREGON

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

University Housing is intended to provide an environment suited to academic and personal growth by promoting a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities.

This contract is based on the established educational goals of the University, consideration for other residents, health and safety standards, compliance with established laws, and the University's Student Conduct Code. Adapted facilities are available to accommodate residents with disabilities. Applicants with qualifying disabilities have the right to request reasonable accommodations or modifications to this contract. Requests can be made by contacting Accessible Education Center at 541-346-1155, or by e-mail at [uoaec@uoregon.edu](mailto:uoaec@uoregon.edu). The office is located at 164 Oregon Hall and welcomes appointments from students.

The University of Oregon actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us, and we celebrate the differences that distinguish us. University Housing has an expectation that all residents will actively participate in creating welcoming communities that value all members without regard to race, color, sex, sexual orientation, gender, gender identity, gender expression, national origin, age, religion, marital status, disability, or veteran status. Further, University of Oregon is deeply committed to diversity and inclusion and affirms and actively promotes the rights of all individuals to equal opportunity in education and employment at this institution. University of Oregon does not tolerate any type of prohibited discrimination in any of its programs or activities, including employment. Further, it is required by Title IX and other applicable laws not to discriminate on the basis of sex.

Questions regarding Title IX, may be referred to the University of Oregon's Title IX Coordinator Darci Heroy, at 541-346-8136 and [titleixcoordinator@uoregon.edu](mailto:titleixcoordinator@uoregon.edu), located at 106 Johnson Hall, Eugene, OR 97403. All other questions regarding prohibited discrimination may be directed to the Office of Affirmative Action and Equal Opportunity at: 541-346-3123. All questions regarding Title IX or other forms of prohibited discrimination may also be directed to the U.S. Department of Education, Western Region, Office for Civil Rights, at 206-607-1600 and [ocr.seattle@ed.gov](mailto:ocr.seattle@ed.gov).

Our highly trained staff await your call to discuss any questions 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.

## **Important Notice Regarding Construction Noise**

University Housing is not responsible for disruption or noise caused by construction adjacent to university-owned apartments and houses.

**UNIVERSITY HOUSING** 1220 University of Oregon Eugene, OR 97403-1220 [housing.uoregon.edu](http://housing.uoregon.edu) 541-346-4277

*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.*

## **AGREEMENT:**

### **1. GRADUATE VILLAGE HOUSING ASSIGNMENT**

#### **1.1. AGREEMENT**

This contract is for a unit ("Unit") in university housing and not for any specific unit or room. This contract is not a lease agreement. This contract may not be assigned, sublet or transferred without the express consent of the University. This means that you may not rent your assigned room to another person - student or otherwise - without the express consent of the University. The University and those acting on its behalf or at its request may, when warranted, remove any person from East Campus Graduate Village ("Graduate Village") without resort to the procedures set forth in ORS 105.105 through 105.168. Resident expressly, voluntarily, and knowingly waives those procedures. This contract is not does not constitute a residential landlord and tenant agreement and is not subject to the provisions of ORS chapter 90.

#### **1.2. UNIT ASSIGNMENTS**

Subject to the provisions of this contract, the University agrees to provide Resident with space in Graduate Village. The University will attempt to accommodate Resident's space preferences, however, the University does not guarantee a particular unit assignment. Unless required by the university, Resident agrees: (1) to stay in the Unit that Resident is assigned; and (2) that Resident will be the sole occupant of that Unit.

#### **1.3. UNIT CHANGES**

The University may change Resident's Unit assignment if it determines that such a change is in the best interest of the University (this includes, but is not limited to, changes based on administrative need), necessary in order to comply with any sanction or interim measure imposed by the Student Conduct Office and/or if Resident poses a health and safety risk to Resident or other campus community members. If the University changes Resident's housing assignment or houses Resident off-campus as a result of Resident's actions, any fees associated with the change shall be Resident's sole responsibility.

#### **1.4. TEMPORARY ASSIGNMENT**

Applicants may be assigned a temporary space. When a different housing option becomes available, Residents agree to complete the transfer within 48 hours of notification.

#### **1.5. ELIGIBILITY**

In order to be eligible for Graduate Village housing, Resident must be a full-time registered law or graduate student at the University of Oregon during the term/semester the Resident checks in and remain a full time registered graduate student for at least the fall, winter, and spring terms or a full-time registered law student both semesters of each academic 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. Any change in enrollment or status that may render a Resident ineligible to reside in the Unit must be reported to University Housing within ten business days of the change.

#### **1.6. GRADUATION**

Residents graduating fall term must vacate no later than December 31. Winter graduates must vacate no later than April 15. Spring graduates must vacate no later than June 30. Summer graduates must vacate no later than September 1. If Resident is vacating the Unit due to graduation, Resident must still comply with the notice procedures set forth in Section 4.3.

#### **1.7. CONTRACT TERM**

Resident understands that the term of this contract ("Contract Term") is from July 1, 2018 or the date Resident checks into housing, as defined below, whichever occurs last, through June 30, 2019.

### **2. UNIT CHARGES, UTILITIES, AND RENEWAL**

#### **2.1. CHARGES**

Rental rates are posted at [housing.uoregon.edu/apartments](http://housing.uoregon.edu/apartments). Resident agrees to pay the rental rates posted for the Contract Term as follows: 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. Prorated rent is non-refundable in the event of cancellation by student. Monthly rental payments are assessed on the student account and billed on or about the 12th of each month prior to the due date. Late fees may be assessed even if rental payments 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 (University Policy 571.060) and subject to the University's revolving charge account agreement whether or not one is executed. The University's revolving charge account program is posted in the schedule of classes.

#### **2.2. SECURITY DEPOSIT**

University requires payment of \$100 as a security deposit at the time an offer of housing is accepted. The security deposit is held by the University during the Contract Term. University may deduct from the security deposit any past due rental payments and the reasonable cost of repairing damage caused by Resident, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Resident's account. Not more than 31 days after termination of this contract, the University will refund the balance of the security deposit, if any, to the Resident's account and provide a written accounting that

states specifically the basis or bases for any deductions. The security deposit does not represent the maximum liability the Resident could suffer for breach of this contract, but is merely security the Resident is required to provide. A list of general repair cost estimates for common household damages can be obtained from the Spencer View Area Office.

### **2.3. 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. Utilities must not be shut off to the unit, even if the Resident is away from the unit for an extended period of time.

### **2.4. CONTRACT RENEWAL**

Subject to the approval of the University, a Resident may enter into a new contract upon the expiration of this one. A Resident who wishes to enter into a new contract must notify the University prior to June 1 and execute the new contract on or before June 30 each year.

## **3. INSTITUTION AND GRADUATE VILLAGE REGULATIONS**

### **3.1. UNIVERSITY HOUSING COMMUNITY STANDARDS**

We all have to take the responsibility to keep ourselves and our community safe, share information about problems, and look out for each other. The University of Oregon's highest priority is the safety of all persons who participate in University programs and activities. You are encouraged to report to University Housing staff any unsafe or illegal behaviors. In doing so, it is important to note that all University Housing staff may share the information with the appropriate University officials including the University of Oregon Police Department. This includes, but is not limited to, the following: unwanted sexual behavior, sexual assault, suicidal thoughts and attempts, alcohol poisoning, drug abuse, trespassing, weapons, eating disorders, harassment and discrimination, domestic violence, theft, and vandalism.

### **3.2.**

All University employees, including student staff, are mandated reporters of child abuse and many university employees are mandatory reporters of prohibited discrimination, including sexual harassment and assault. For more information regarding who is or is not a mandatory reporter of prohibited discrimination, please ask your contact at University Housing or review university policy available at: <https://policies.uoregon.edu/content/z-index-uo-policy-statements>. We expect that you will share in the responsibility of creating a safe community for all its members. The following community standards are in place to provide everyone a safe environment conducive to sleep, study, and socializing within University expectations. Violations of the community expectations or conduct standards outlined in this contract could result in disciplinary action by University Housing and/or the Office of Student Conduct and Community Standards.

### **3.3.**

Residents are required to comply with the community expectations and conduct policies described in this contract, the Student Conduct Code, which is expressly incorporated into this contract and the City of Eugene ordinance regarding excessive noise. The housing community expectations and conduct policies are subject to review and revision from time-to-time and will be provided to residents upon Check-in.

### **3.4. MEETING WITH AREA COORDINATOR**

Within the first month of residency, residents must meet with the Family Housing and University Apartments ("FHUA") Area Coordinator ("FHUA AC") for a 15-minute orientation meeting. During this meeting, the FHUA AC will inform the new resident of important policies, discuss community initiatives, and answer any questions the resident may have.

### **3.5. ENFORCEMENT**

Resident agrees to abide by all Graduate Village regulations, as outlined in this contract, the Student Conduct Code and other applicable University Policies, which are expressly incorporated into this contract. Resident understands that failure to do so may result in disciplinary action in accordance with the Student Conduct Code and/or modifications or termination of this agreement. A \$25 administrative conduct hearing fee will be assessed to any student who is found responsible for violating the Student Conduct Code and/or Graduate Village regulations.

### **3.6. GRADUATE VILLAGE REGULATIONS PROHIBIT:**

#### **3.6.1.**

Displaying alcoholic beverage containers.

#### **3.6.2.**

Possession of rapid-consumption devices, beer bong, ice luge, etc.

#### **3.6.3.**

Group drinking activities, this includes, but is not limited to, beer pong and flip cup.

#### **3.6.4.**

Consuming alcohol in the presence of minors.

**3.6.5.**

Illegal use, possession, or furnishing of controlled substances, including marijuana.

**3.6.6.**

Illegal activity of any kind.

**3.6.7.**

Possession or use of illegal drug paraphernalia. Drug paraphernalia includes "bongs," pipes, vaporizers, and other devices that may be used to facilitate the consumption or other use of illegal drugs. Any illegal drug paraphernalia found will be confiscated.

**3.6.8.**

Commercial solicitation, advertising, promotion, and transactions 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 on University Housing property (including dining venues) by non-University Housing groups without the express, written permission of University Housing.

**3.6.9.**

Disruptive or loud noise. Mandatory quiet hours are Sunday through Thursday, 11:00 p.m. to 10:00 a.m., and Friday and Saturday, midnight to 10:00 a.m. The right to sleep and study supersedes the right to make noise. Staff may enter a Resident's unit (if the Resident is not present) to eliminate disruptive noise, such as an alarm clock.

**3.6.10.**

Possession, use, or threatened use of firearms (including, but not limited to, BB guns, air guns, any projectile weapon, water guns, water balloon launchers, Nerf 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.

**3.6.11.**

Possession of the following items: 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. KA- BAR, bayonet, machete, dirk, dagger, and/or hatchets); ceremonial swords.

**3.6.12.**

The use of any sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, or frisbees is prohibited within Graduate Village, including porches, hallways, lobbies, stairs, public areas, and posted areas.

**3.6.13.**

Use of roofs, sides of buildings, or outside ledges of the buildings within Graduate Village. 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 windowsills or extend any part of his or her body outside the windowsills. Removal 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 inside or outside balconies. Violations of this policy may result in sanctions ranging from a \$50 charge to immediate removal from Graduate Village.

**3.6.14.**

Posting of unapproved signs or erecting antennas or any other objects on the exterior of buildings.

**3.6.15.**

Sleeping in common areas.

**3.6.16.**

Possession, displaying or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, Butane, briquettes, and kerosene lamps is hazardous to the health and safety of Residents and is prohibited inside Graduate Village. Barbecues must be conducted fifty feet away from every building.

**3.6.17.**

Propping open or disabling exterior doors.

**3.6.18.**

Letting unauthorized individuals into Graduate Village.

**3.6.19.**

Behavior that requires an inordinate amount of attention from staff members or community members.

**3.6.20.**

Behavior that endangers your health, safety, or welfare, or the health, safety, or welfare of other residents or campus community members.

**3.6.21.**

Behavior that is disruptive.

**3.6.22.**

Misuse of Unit keys or key cards.

**3.6.23.**

Failing to evacuate during fire drills.

**3.6.24.**

Activating false alarms.

**3.6.25.**

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.).

**3.6.26.**

Use of extension cords, multi-plug adapters, and the chaining together of power strips (daisy chaining). This includes lamps or bed risers with outlets. When power strips are used, circuit breakers and reset buttons are required. All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved.

**3.6.27.**

Smoking, including marijuana, on any University-owned or -controlled property.

**3.6.28.**

Waterbeds.

**3.6.29.**

Unauthorized alterations, modifications, or additions to the interior or exterior of the Unit, property, or grounds. This includes, but is not limited to, painting the interior or exterior of the Unit and/or drilling, grinding, sanding, sawing, nailing, or affecting the surface of a Unit in any way.

**3.6.30.**

Halogen lights and halogen lightbulbs.

**3.6.31.**

Failure to switch utilities upon Check-in.

**3.7. GUESTS**

For up to one week, Resident may have an overnight guest without University approval. However, Resident agrees: (1) to notify University Housing of any guest who is expected to remain or remains in the Unit for more than one week; and (2) that Resident may not have a guest in Graduate Village who is known to be unwelcome or unapproved to be in Graduate Village. Resident understands that guests who are expected to remain or remain in a Unit longer than one week must be approved by the Petition Review Board submitted online through My Housing ([housing.uoregon.edu/myhousing](http://housing.uoregon.edu/myhousing)). Graduate Village regulations apply to all of Resident's guests or any individual Resident allows on Graduate Village property. Residents are responsible, accountable, and liable for the conduct of their guests or any individual they allow on Graduate Village property while on Graduate Village property or immediately adjacent areas.

**3.8. ANIMALS**

Except as provided by applicable laws and University policies, animals are not allowed in Graduate Village with exception of fish; however, residents who keep fish as pets may not exceed one 10-gallon aquarium to accommodate the fish, and the fish must be kept in the aquarium at all times, except as necessary for proper maintenance of the aquarium. In no event may the fish or gravel from the fish's aquarium be placed in sinks, showers, toilets, or any other water fixture or common water source in the University's buildings. Residents with disabilities should contact the Accessible Education Center for information regarding reasonable accommodations, including the use of a service and therapy animal.

**4. RESPONSIBILITY FOR DAMAGE AND LOSS**

**4.1. CHECK-IN**

For purposes of this contract, check-in means the process of picking up room keys and any other process required by the University prior to the Resident taking possession of the Unit ("Check-in"). If Resident has not previously executed this contract, by completing, Check-in Resident accepts agrees to be bound by the terms and conditions of this contract, including the terms of payment outlined above. Further, by completing Check-in, Resident accepts the condition of the Unit and contents at the time Check-in. The condition of the Unit upon completion of Check-in is the standard for the condition of the Unit and contents at the termination of occupancy.

**4.2. LIABILITY FOR PROPERTY DAMAGE**

Resident agrees to reasonably care for Resident's Unit, its furnishings and plumbing fixtures and to maintain sanitary and safe conditions acceptable to the University. This obligation includes, but is not limited to: (1) disposing of waste in a sanitary and safe manner; (2) using the Unit Common Areas, facilities, and all appliances in a reasonable manner considering the purposes for which they were designed and intended; (3) not deliberately or negligently destroying, damaging, or removing any part of the Unit or its appliances, fixtures or furnishings; (4) reporting all necessary repairs to the facilities maintenance Line, Spencer View

Area Desk, or Community Assistant; (5) protecting the Unit from pests and vermin; and (6) deterring mold growth in the living spaces by maintaining room temperature of at least 55 degrees Fahrenheit, keeping furniture away from the walls, and reporting mold growth to the maintenance line; and (7) and keeping all areas under the Resident's control and maintaining all plumbing, light fixtures, and appliances the Resident uses in clean, sanitary, unclogged, and operable conditions, as determined by FHUA custodial staff. Resident shall be liable for damage or other loss incurred to the building, Unit, appliances, and equipment caused by the Resident or Resident's guests that is not the result of ordinary wear and tear. Resident understands that damage within the Unit is the responsibility of the Resident assigned to that Unit and that damages that occur to public areas that are not attributable or chargeable to a specific individual or group shall be equally shared by the Residents of the living area where those damages occur. Resident agrees to pay such damages to the University upon demand.

#### **4.3. CLEANLINESS AND SANITATION**

FHUA Residents should maintain standards of cleanliness and hygiene in their Units as determined by FHUA custodial staff. Kitchen and Bathroom fans should be wiped down regularly to prevent excessive buildup of dust or grease. Plungers will not be provided by University Housing and should be purchased by the Resident for minor bathroom clogs. Damages that result from poor hygiene or unclean conditions will not be considered "wear and tear" and will be charged to the Resident.

#### **4.4. CHECKOUT/NOTICE OF EARLY TERMINATION**

If Resident intends to vacate the Unit prior to the end of the Contract Term, Resident must give the University thirty days' notice of Resident's prior to vacating the Unit. Resident understands that this contract will not terminate until the last day of the required notice period and that termination fees may apply as described in this contract. Resident's notice must be submitted by written notice through My Housing ([housing.uoregon.edu/myhousing](http://housing.uoregon.edu/myhousing)). Upon receipt of Resident's notice to vacate prior to the end of the Contract Term or at the end of the Contract Term, University will send Resident information regarding Checkout procedures. Resident must checkout in accordance with all University-required checkout procedures and must relinquish any keys provided by the University to Resident associated with the Unit ("Checkout"). Failure to return keys upon Checkout do so may result in a financial penalty plus the charge for a lock change. Upon Checkout, Resident must return Resident's Unit to its original condition. Any personal property left behind by Resident after Checkout or after Resident vacates the Unit, whichever occurs first, is deemed abandoned and the University may dispose of it. Resident is responsible for any costs associated with disposing of Resident's abandoned property.

#### **4.5. LIABILITY FOR RESIDENT'S PERSONAL PROPERTY**

Resident understands that Resident is responsible for the care and safety of Resident's personal property and that the University will not be responsible for the loss of any money, valuables, or other personal property by theft, fire, or other casualty, whether such losses occur in the Unit, storage rooms, public areas, elsewhere in Graduate Village, or in baggage related to shipment or storage. Resident understands that Resident is encouraged to carry personal property insurance.

#### **4.6. SECURITY**

Resident understands that it is Resident's responsibility to secure Resident's Unit and Resident's personal belongings.

### **5. UNIVERSITY ACCESS; SEARCH AND ENTRY; KEYS**

#### **5.1. ACCESS**

Resident agrees to permit officials of the University to inspect Resident's Unit for purposes of inventory, fire protection, moisture inspection, sanitation, safety, maintenance, administrative need and rule enforcement (including, but not limited to, enforcement of Graduate Village regulations, the Student Conduct Code, and this contract).

#### **5.2. ABSENCE IN EXCESS OF SEVEN DAYS**

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.

#### **5.3. KEYS**

All keys remain the property of the University and must not be duplicated, loaned to a third party, transferred, or otherwise given to any other third party. This means that Resident is not allowed to throw Resident's keys out of Resident's windows. Lost or stolen keys should be immediately reported. All assigned keys must be returned at Checkout or prior to vacating the Unit, whichever occurs first. 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 Checkout. 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.

### **6. FIRE SAFETY**

#### **6.1. FIRE DRILLS**

Resident agrees to participate in periodic fire drills and to review the emergency building evacuation plan. Every alarm must be treated as an emergency and all persons must evacuate the building immediately. 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.

## **6.2. FIRE HAZARDS**

Resident agrees not to take any action or to bring any personal property into Graduate Village that constitutes a fire hazard. Fire hazards include, but are not limited to: candles (with or without a wick), burning of any object (including, but not limited to, incense or sage), smoking of any type within the buildings (including vaporizer pens, e-cigarettes and hookahs), hanging drapes over interior entries that block natural exit pathways; placing objects within six inches of a room heater, and hanging items over the sprinkler pipes or fire alarms. Flammable materials on the ceiling, covering ceiling lights or other lamps with any material, hanging anything from the ceiling; excessive amounts of combustible materials on exterior room doors; multi-plug adaptors; extension cords; and couches and furniture without flame retardant upholstery are also prohibited. 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).

## **6.3. FIRE SAFETY INSPECTIONS**

Fire safety inspections will be conducted periodically for fire hazards. Spot inspections will also occur. Resident agrees to provide the University with access for such inspections. A \$50 fine per violation will be imposed for not abiding by any citation received from or verbal instructions provided by the inspector or University staff regarding the correction of fire hazards. In the event of any fire on the premises, the Resident should leave the building and call 9-1-1. The Resident should also notify the University of Oregon Police Department at 541-346-2919 and the Spencer View Area Desk at 541-346-5263 during business hours, or the on-call number at 541-912-1435 after 6 PM.

## **6.4. FAILURE TO COMPLY WITH FIRE SAFETY REGULATIONS**

A fine of up to \$150 and/or immediate eviction will be imposed for any of the following: smoking within a housing facility (including use of vaporizer pens, e-cigarettes, or hookahs), failure to evacuate, activating false fire alarms, 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, grounds, etc.).

# **7. TERMINATION OF CONTRACT/DEFAULT**

## **7.1. TERMINATION/MODIFICATION BY THE UNIVERSITY:**

### **7.1.1.**

Resident agrees that this contract may be terminated or modified for: (1) non-payment; (2) breach of this contract, including, but not limited to, violation of the Student Conduct Code or Graduate Village regulations; (3) failure to meet the eligibility requirements stated in Section 1.5; and (4) good cause, as determined by the University.

### **7.1.2.**

Prior to termination, the University shall give the Resident at least three days' notice of its intent to terminate ("Termination Notice") this contract. The Termination Notice will state the basis for termination and the termination date ("Termination Date"). The Resident may contest the Termination Notice by responding to it with the reasons why termination is not appropriate or by requesting a hearing. Unless the University revokes its Termination Notice or sets a hearing date, the University shall be entitled to possession of the Resident's assigned unit after the Termination Date.

### **7.1.3.**

If the termination is based on a violation of the Student Conduct Code or if a contract violation was adjudicated through the Student Conduct Office, the notice and response requirements described in this paragraph are determined according to the Student Conduct process, as provided for in the Student Conduct Code. If the University sets a hearing date, it will send a letter to the Resident explaining the hearing process. At the hearing, the University may exercise its rights under this contract, including but not limited to, the right to terminate the contract.

### **7.1.4.**

Notwithstanding the foregoing, if Resident poses a health or safety risk to themselves or others, if it is necessary in order to comply with an emergency action, or if the University determines it is required to take interim measures or sanctions pursuant to the Student Conduct Code or University policies, the University may immediately terminate this contract and take possession of Resident's assigned unit.

### **7.1.5.**

Resident is in default if Resident fails to pay as required under Section 2 and/or breaches any other term of this agreement. In addition to those remedies outlined in Section 7.1, upon default, Resident may not be able to register for future course work in the University, or to receive transcripts, diploma, or degree.

## **7.2. TERMINATION BY RESIDENT**

Resident may terminate this Contract by providing thirty days' notice as set forth in Section 4.4.

## **7.3. LIQUIDATED DAMAGES**

If Resident is still a student at the University after termination of this contract and this contract is terminated prior to the expiration of the Contract Term, Resident agrees to pay the University liquidated damages in the amount of \$9 for each day remaining in the Contract Term after the Termination Date, which Resident agrees is not a penalty but rather a reasonable estimate of the University's damages.

## **8. BICYCLES/PARKING**

### **8.1.**

Bicycles kept on University property must be registered with the University of Oregon Police Department. Resident is restricted to the use of one bicycle-rack space at Graduate Village. Bicycles must be parked in the bike rack or cage. Motor vehicle parking is restricted to permit parking only. Parking permits are purchased, and regulations are enforced, through the University of Oregon Department of Parking and Transportation. All parking is head-in parking. Authorized vehicles must display the parking permit as required by the University of Oregon Department of Parking and Transportation. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas. Motor homes, trailers, boats, ATVs, and similar vehicles are not allowed. Additional parking information is available through the University of Oregon Department of Parking and Transportation.

## **9. MAIL AND E-MAIL**

### **9.1. MAILBOX**

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

### **9.2. E-MAIL**

As a student of the University, Resident will be assigned a University email account. Official University information is sent to Resident's University email account. Resident is required to check the assigned email account daily and to read all Area Coordinator newsletters sent via email during the Contract Term. Resident is required to notify the Office of the Registrar at 541-346-2935 of email account changes.

## **10. GENERAL PROVISIONS**

### **10.1. EXCEPTIONS TO CONTRACT TERMS**

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

### **10.2. EMERGENCIES/DISRUPTIONS**

In the case of an emergency, the University is not responsible for the continuation of mail, custodial, heating, maintenance, or security services at normal levels. An emergency includes, but is not limited to, the occurrence of a natural disaster, strike or lockout of public employees or suppliers' employees, power/water/sewer interruptions from on- or off-campus sources, or other events beyond the control or reasonable anticipation of the University. The University is not responsible for construction noise or disruptions associated with construction sites adjacent to Graduate Village.

### **10.3. APPLICABLE LAW**

This contract is governed by and shall be construed in accordance with the laws in the State of Oregon, without resort to any other jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, or suit between the University and Resident that rises out of or relates to this contract shall be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon.

### **10.4. SEVERABILITY**

The invalidity, illegality, or enforceability of any provision of this contract shall not affect the validity, legality, or enforceability of any other provision of this contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract.

### **10.5. DISCLAIMER AND DISPUTE RESOLUTION PROVISIONS**

In no event, including negligence or strict liability, shall the University be liable for: (1) damages that exceed the amount paid by Resident under this contract; or (2) incidental, consequential, or indirect damages. In the event the University is required to hire an attorney to enforce any provision of this contract, the University shall be entitled to its attorney fees. These fees include, but are not limited to, fees incurred on appeal, expert fees, and deposition transcript fees.

## **11. ASBESTOS DISCLOSURE**

### **11.1.**

Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Residents should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their Rooms because this may release dust that may contain asbestos. Walls are inspected prior to resident arrival to ensure that they are in good



repair and pose no hazard. Maintaining the walls in the condition they are in at resident Check-In will ensure safety. Questions about asbestos or other potentially hazardous substances may be directed to the University Housing.

## **12. LEAD DISCLOSURE**

### **12.1.**

The University manages a Drinking Water Monitoring Plan for campus buildings, including student housing units. The University regularly tests water fixtures commonly used for drinking and cooking, such as drinking fountains and dispensers, and sink faucets in bathrooms, break rooms, and kitchen prep areas. When levels of lead from these fixtures exceed EPA-recommended levels for schools and childcare facilities, the University removes those fixtures from use, provides residents alternative water sources, and makes repairs until tests are below EPA-recommended levels. Residents will be notified throughout this process. More information is available on the University's website for the Drinking Water Monitoring Program: <https://safety.uoregon.edu/drinking-water-monitoring>.

[Electronically Signed on My Housing]