

RESIDENCE HALL CONTRACT AND COMMUNITY EXPECTATIONS

UNIVERSITY HOUSING 2018-19



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. 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. By living on-campus, you will have the opportunity to become an active and engaged learner, understand and appreciate human differences, gain self-confidence, and learn to make choices that assist you in achieving your long-term goals, all while integrating your learning inside and outside the classroom.

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. 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, located at 1098 E. 13th Avenue, 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.

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.

UNIVERSITY HOUSING 1220 University of Oregon Eugene, OR 97403-1220 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.

DEFINITIONS

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

ACADEMIC YEAR

September 20, 2018 to June 14, 2019

CHECK-IN

The process of obtaining keys from staff either at the Housing Service Center or a pre-determined check-in date and time. The contract is in effect regardless of when keys are picked up.

CHECK-OUT

Notifying University Housing of intent to vacate, removing personal belongings, completing necessary paperwork, and returning keys to the Housing Service Center.

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 within the academic year contract.

DEAD WEEK

Last week of classes before finals.

HALL

A group of ten or fewer, architecturally connected residence wings.

HOUSING SERVICE CENTER

Operated seven days a week in four areas of the residence halls; purpose is to assist residents with Check-In, Room Changes, Checkouts, Key loans, Room repair requests, mail distribution, and sports equipment and video/electronics equipment checkout. Hours of operation are posted at each Housing Service Center located in Barnhart Hall, Living Learning Center (LLC), Global Scholars Hall (GSH), and Hamilton.

WINTER/SPRING INTERIM BREAK

The time period between each term when classes are not in session and all or some of the residence halls are closed.

LIVE-ON REQUIREMENT

All incoming first year undergraduate students are required to live on campus. The University of Oregon recognizes that exceptions to the live-on requirement may be appropriate in certain circumstances, those exceptions and the requirements can be found at <http://housing.uoregon.edu/live-on>.

LOFT BEDS

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

1. TERMS AND CONDITIONS

This is not a lease. 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 or a particular wing. 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.

This contract may be signed electronically by the Student/Resident if they are 18 years of age or older without a parent/guardian co-signature. If a Resident is under 18 years of age, a parent/guardian signature is required.

MEAL PLAN

All students residing in the residence halls are required to have a meal plan. There are five different meal plans to select from.

PREPAYMENT

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

RESIDENCE LIFE PROFESSIONAL STAFF

Full-time residence life professional staff members, including area coordinators, community directors or program coordinators, living in the residence halls to supervise student residence life leaders and oversee the daily operation of the halls; work to enhance the development of a positive living environment; and serve as educators, advisors, policy enforcers, and trainers.

RESIDENCE LIFE STUDENT LEADERS

Students selected and trained by University Housing with knowledge of campus resources and student issues, living in every Hall, available to answer questions, coordinate programming, and connect residents to University of Oregon services or activities, and follow-up on student concerns and issues, which may include written documentation.

ROOM

An individual room that houses one or more residents.

ROOM CHANGE

A Room Change approved by the Housing Service Center or University Housing.

UNIVERSITY OF OREGON FIRE MARSHAL'S OFFICE (UOFMO)

A university fire marshal's office that implements and enforces the university's compliance with the Oregon Fire Code in order to protect students, faculty, staff, and visitors from the dangers of fires and other hazardous conditions.

UNIVERSITY OF OREGON POLICE DEPARTMENT (UOPD)

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

WING

A section of a building that houses twenty to ninety residents; each Wing offers a social and educational budget, student-planned programming, hall government officers, and one to three Student Leaders.

1.3.2.

A \$10.00 administrative charge will be assessed to the resident's university account for every completed transfer made other than the first Room Change.

1.3.3. LATE CHECKOUT

Residents who receive an approved Room Change and have not transferred into the new Room on or before the deadline will be charged a \$50.00 late Checkout fee.

1.3.4. HOLDOVER 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 \$100.00 holdover 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 \$50.00 Improper Room Change fee and a student conduct violation may be imposed for transferring from one Room to another without prior approval from the Housing Service Center and completion of the Room Change request form.

1.4. ROOMMATE VACANCIES

In all cases where a Room is occupied by two or more residents, each occupant will be charged the appropriate room rate, including but not limited to double- or triple-Room rate. When a vacancy occurs in a double or triple Room, University Housing reserves the right to require of the remaining resident(s) one or more of the following options depending upon administrative needs:

1.4.1.

To remain at the appropriate double- or triple-Room rate, residents must move in with another resident or find another resident to move into the current Room.

1.4.2.

Convert the Room from a triple- to a double-Room rate, or from a double- to a single-Room rate, subject to approval by University Housing. During periods of high occupancy, this option may not be available.

1.4.3.

If there are no other residents living in a double Room alone, or in a triple Room at less than capacity, the resident or residents will continue to be charged the appropriate double- or triple-Room rate as long as all belongings remain on one side of the Room in a double Room or that only two sets of furnishings are used in a triple Room. The remaining resident(s) must agree to receive a new roommate.

Noncompliance with University Housing's request(s), or taking over the additional bed spaces in the room, may result in the resident(s) being charged the appropriate single- or double-Room rate or the resident(s) may be referred to the student conduct system.

1.5. 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.

1.6. OPENING AND CLOSING OF HOUSING AND FOOD SERVICES

	FALL*	WINTER	SPRING
OPENING DATES	Thursday, September 20 9:00 a.m. to 5:00 p.m.	Saturday, January 5 9:00 a.m. to 4:00 p.m.	Saturday, March 30 9:00 a.m. to 4:00 p.m.
CLOSING DATES	Friday, December 7 7:00 p.m.	Friday, March 22 7:00 p.m.	Friday, June 14 7:00 p.m.
FIRST MEAL	Thursday, September 20 Dinner**	Saturday, January 5 Dinner	Saturday, March 30 Dinner
LAST MEAL	Friday, December 7 Lunch	Friday, March 22 Lunch	Friday, June 14 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 12-21, the week of Thanksgiving, January 5, June 30, and final exam weeks.

1.6.1. FALL TERM ARRIVAL DATES

Arrival Dates: Thursday, September 20 through Saturday, September 22, 2018, dates subject to change.

Pre-Contract Arrivals: If an applicant is required by a university department or Academic Residential Community to attend a specific university program prior to the arrival dates, the applicant may, but are not required to Check-In before

September 20, 2018 with submission of a Change in Arrival Request Form. Early arrival daily fees will apply based on the date of check-in prior to September 20, 2018. Fall term room and board fees begin on September 20, 2018.

Those qualified may arrive as early as Wednesday, September 12, 2018. Pre-contract arrival charges are based on prorated room and board rates.

Late Arrivals: If the applicant plans to arrive after Saturday, September 22, 2018 for fall term, the applicant must notify University Housing in writing or by telephone before Friday, September 21, 2018 to prevent the reservation from being canceled.

1.6.2. WINTER AND SPRING TERM ARRIVAL DATES

Winter Term Arrival Date: Saturday, January 5, 2019

Spring Term Arrival Date: Saturday, March 30, 2019

Pre-contract arrival is available for winter or spring terms on a very limited bases. A Change in Arrival Request must be submitted to <https://housing.uoregon.edu/myhousing>.

Late Arrivals: If the applicant plans to arrive after the arrival weekend for winter or spring term, the applicant must notify University Housing in writing by submitting a Change In Arrival Request online before the opening day of winter or spring term to prevent the reservation from being canceled.

1.6.3. WINTER INTERIM BREAK AND FEES

Residents may stay in the residence halls during the Winter Interim Break 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 winter Interim Break. Residents must adhere to the residence hall contract during Winter Interim Break. Residents not staying over Winter Interim Break will not be allowed to return until residence halls reopen. Winter Interim Break rates will be available online at <https://housing.uoregon.edu/breaks>. Residents who want to stay in the halls during Winter Interim Break must sign up online by 5:00 p.m. on Monday of finals week and will be charged the Interim Break fees:

1.6.3.1. WINTER INTERIM BREAK KEYS

The Winter Interim Break key is to be returned to the Housing Service Center by noon the day the halls open. Failure to return the Winter Interim Break key/card will result in a \$50.00 charge.

1.6.3.2. RELOCATION

Residents who have been relocated for the Winter Interim Break must move back to their Academic Year Room and return the Interim Break Room key to the Housing Service Center by noon on opening day.

1.6.3.3. DEPARTURE

Residents who are not signed up for Winter Interim Break may not be in the halls after 7:00 p.m. on Friday of finals week without prior written approval by their Residence Life Professional Staff.

1.6.3.4. 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.

1.7. MAIL AND E-MAIL

1.7.1.

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 as this will be one of the ways University Housing communicates with residents.

1.7.2.

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.

1.7.3.

Mail service and forwarding may be interrupted or suspended during Interim Breaks.

1.7.4.

Residents will be assigned a university e-mail account, which is where official university information will be sent. Residents are required to check their e-mail accounts daily during the academic term and to notify the Office of the Registrar at 541-346-2935 of e-mail account changes.

2. COMMUNITY EXPECTATIONS

The key to a safe community is you! We all have to take the responsibility to keep ourselves and our halls 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 Fire Marshal's Office, and 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, vandalism, tampering with fire service feature and fire protection features, initiating false alarms, and playing with or setting fires. All University Housing employees, including student leaders and staff, are mandated reporters of child abuse. Some University Housing employees are also required to report prohibited discrimination, including sexual harassment and assault. For information regarding who is required to report prohibited discrimination and confidential resources, please visit: <https://safe.uoregon.edu> or <https://titleix.uoregon.edu/employee-reporting-responsibilities-policy-overview>.

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 below could result in disciplinary action by University Housing and/or the Office of Student Conduct and Community Standards. Residents are required to comply with the below community expectations and conduct policies, the Student Conduct Code, which is expressly incorporated into this agreement and the City of Eugene ordinance regarding excessive noise. The housing community expectations and conduct policies are subject to review and will be provided to residents upon check-in.

3. PROHIBITED ACTIVITIES OR DEVICES

3.1. Entry

3.1.1.

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.

3.1.2.

Use of roofs, sides of buildings, or 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 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 at Barnhart or Riley halls. Violations of this policy may result in sanctions ranging from a \$50.00 charge to immediate removal from the residence halls.

3.1.3.

The presence in a residence hall of any person not authorized by University Housing constitutes as 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's Student Conduct Code.

3.1.4.

Commercial solicitation, advertising, promotion, and commercial transactions are prohibited in all areas. In order to sell or promote any merchandise or service for private profit on state property, a sales permit must be purchased from the University for each Sales Location. There is to be no solicitation on University Housing property (including dining venues) by non-University Housing groups without the express, written, permission of University Housing.

3.1.5.

Authorized personnel may enter a resident's Room and bathrooms for purposes of maintenance, routine inspections, cleaning, or in response to emergencies. Bathroom facilities may not be used while being serviced by custodial and maintenance staff. Residents are responsible for the cleaning of in-room bathrooms; there will be regular inspections to assure that bathrooms are cleaned and maintained properly.

3.2. Equipment and Facilities Use

3.2.1.

Residence hall equipment, supplies, and furnishings must not be dismantled or removed from their designated area. Charges will be assessed for misuse, removal, damage, and/or theft.

3.2.2.

The use of any sports equipment, including, but not limited to bicycles, skates, skateboards, balls, and Frisbees are prohibited within the residence hall and dining venue buildings including porches, hallways, lobbies, stairs, public areas, and posted areas.

3.2.3.

Sports equipment must be kept in designated areas or in Rooms. Sports equipment is considered abandoned and may be discarded if left in unauthorized areas.

3.2.4.

Electronic skateboards including self-balancing boards/scooters, and other similar equipment, are prohibited from being used, stored and/or charged in any University of Oregon owned, operated or leased property due to their potential fire and fall injury hazards.

3.2.5.

Bicycles kept on university property must be registered with the University of Oregon Police Department. Due to limited bike space, each resident is restricted to the use of one bicycle-rack space. Bicycles must be parked in bike rack or cage.

3.2.6.

Residents may use bathroom facilities that identify with their gender identity, including same-sex or gender-neutral bathroom facilities.

3.2.7.

Sleeping in the lounges and common areas is prohibited.

3.2.8.

Reservation of lounges is prohibited to outside groups.

3.2.9.

Displays in windows that are outwardly/publicly facing (e.g. posters, signs, post-its, etc.) are prohibited.

3.2.10.

White boards/Dry erase boards on outside of resident room doors and signs in the hallway are prohibited.

3.2.11.

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

3.3. Keys and Student Identification

3.3.1.

All residence hall keys and key cards remain the property of the university and must not be duplicated.

3.3.2.

Residents are not allowed to loan, sell, or transfer a university key, residence hall key, key card, or UO ID card to any person. This includes tossing keys out of windows.

3.3.3.

Residents must report lost or stolen keys, key card, or UO ID card immediately to their Housing Service Center.

3.3.4.

All assigned keys and key cards must be returned at Checkout or removal from the residence halls, whichever occurs first.

3.3.5.

Fees will be assessed to the resident's university account for any unreturned keys or key cards.

3.3.6.

Residents who are locked out of their Rooms can check out temporary keys or key cards at their Housing Service Centers. A resident can check out a temporary key or key card or be given access by a Student Leader up to three times during an Academic Year before a \$5.00 key loan charge is assessed per checkout of key.

3.3.7.

Any violation of this key policy constitutes misuse of university property and is a violation of the Student Conduct Code.

3.4. Room, Wing, and Hall Care

3.4.1.

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 or recycling collection area outside of their Hall.

3.4.2.

Residents must agree to take out their trash and leftover food regularly to avoid pests and odors.

3.4.3.

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 Checkout.

3.4.4.

Cinderblocks and construction of loft or bunk beds are prohibited. Only bed risers made of high-density polyethylene that hold up to 1,200 pounds are permitted. Bed risers with electrical plugs are prohibited.

3.4.5.

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 Checkout. 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.

3.4.6.

Waterbeds are prohibited.

3.4.7.

Refrigerators larger than 4.6 cubic feet are prohibited.

3.4.8.

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.

3.4.9.

Residents are not permitted to remove or alter window limiters. These devices limit the distance a room window may be opened. These limiters are in place to limit the risk of a resident or guest falling out of a window.

3.5. Security

3.5.1.

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.

3.5.2.

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.

3.5.3.

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 University of Oregon Police Department or residence life staff, and for locking residence hall Room doors at night, when asleep, or out of the Room.

3.5.4.

Upon request, University Housing will furnish a resident's telephone number, e-mail address, and mailbox number. Residents may request privacy restrictions to be placed on their student information by contacting the Office of the Registrar at 541-346-2935.

3.6. Fire Safety

3.6.1.

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 signal 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.

3.6.1.1.

Fines, restitution, and immediate removal will 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.).

3.6.1.2.

University Housing will pay a \$100.00 reward for information leading to the person(s) responsible for tampering with fire equipment, activating false alarms, malicious burning, and possession or lighting of fireworks within University Housing property.

3.6.2.

Residents are not to deface, modify, obstruct, or remove "life safety" stickers placed on the inside of every residence hall Room door.

3.6.3.

Health and safety inspections will be conducted periodically for hazards. Spot inspections will also occur. Residents will be given at least 24 hours' notice and must grant access for these inspections.

3.6.3.1.

A \$50.00 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.

3.6.4.

Residence Hall Rooms should have visibility from door to window and wall to wall in order to prevent fire and other health concerns. This also allows for emergency responders to gain unimpeded access to the room if needed.

3.6.5.

Items under recall by the manufacturer, UL and/or other government agencies are prohibited (e.g., hover boards, Samsung Galaxy Note 7).

3.6.7.

No fuel-powered motor vehicles or associated parts are permitted within the residence halls for any purpose.

3.6.8.

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 (daisy-chaining) is prohibited. When power strips are used, circuit breakers and reset buttons are required. Household appliances, such as lamps and bed risers, which include unprotected electrical outlets on the device are prohibited. Halogen lamps are prohibited. Household appliances, such as alarm clocks or computers, with low voltage USB charging ports are acceptable.

3.6.9.

Microwave ovens are prohibited. Appliances with open heat sources (toaster ovens, coffee pots/makers and bread toasters for example) or no thermostat control (hot plates and grills for example) are prohibited.

3.6.10.

Decorative lighting (string lights) may not be plugged into each other (daisy-chained). A maximum of one set of decorative lights shall be plugged into one approved circuited power strip or wall socket.

3.6.11.

Ceiling lights and lamps of any type including disco lamps cannot be covered with hats, towels, or any other fabric.

4. HEALTH AND PERSONAL SAFETY

4.1. Animals

Except as provided by UO Policy 571-050-0025 and other applicable laws, animals are not allowed in University residential buildings. Residents may keep fish as pets; 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. Students with disabilities who may require an exception to this policy should contact Accessible Education Center.

4.2. Courtesy and Quiet Hours

Students have a right to sleep and study in their residence halls. Therefore, disruptive or loud noise is prohibited. Minimum 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. Modified Quiet Hours will be in place before and during finals. The right to sleep and study supersedes the right to make noise. Staff may enter a resident's room (if the resident is not present) to eliminate disruptive noise.

4.3. Guests

4.3.1.

Guests and visitors are defined as any individuals who are not contracted residents of the specific room or building in question. No persons other than escorted guests, residents, or University staff on University business may enter a residence hall.

4.3.2.

Residents may have an overnight guest by obtaining, in advance, roommate (if resident has a roommate) and Residence Life Professional Staff approval. Guest requests are submitted through <https://housing.uoregon.edu/myhousing>. Visits are limited to six nights per term.

4.3.3.

Guests under the age of 16 may visit overnight only in rare circumstances. Parental/Guardian permission must be provided and the Director of Residence Life and Educational Initiatives or their designee approves or denies these requests.

4.3.4.

Hosts of minor guests must sign and agree to the Guest Request Guidelines Form prior to approval being granted for their guest. The host agrees to be with the minor guest at all times.

4.3.5.

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.

4.3.6.

Residents must accompany their guests at all times.

4.3.7.

The cost of repairing any damage to university property caused by guests of a resident will be charged to the hosting resident.

4.3.8.

Guests may use bathroom facilities that identify with their gender identity, including same-sex or gender-neutral bathroom facilities.

4.3.9.

During Interim Breaks, Dead Weeks, and Finals guests are not permitted.

4.3.10.

University Housing reserves the right to deny access to any guest whose behavior is deemed inappropriate.

4.3.11.

Residents may not host anyone who is known to be trespassed, unwelcome or unapproved to be in the residence halls.

4.3.12.

The guest policy is not meant to apply to media requesting access to the building. All media must coordinate visits with the University of Oregon Housing marketing department.

4.4. Prohibited Behavior

4.4.1.

Behavior that requires an inordinate attention from staff members, roommate or community members is prohibited.

4.4.2.

Behavior that endangers your health, safety or welfare or the health, safety or welfare of other residents or campus community members, whether on or off campus is prohibited.

4.4.3.

Behavior that is disruptive is prohibited.

4.4.4.

Behavior, including but not limited to, lying or misrepresenting facts to a university official is prohibited.

4.5. Prohibited Devices

4.5.1.

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 (live or empty), 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.

4.5.2.

Possession, 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 fifty feet away from every building.

4.5.3

Examples of items and conduct prohibited in the residence halls, which University Housing and/or University of Oregon Fire Marshal's Office staff will review, require removal of and/or initiate conduct charges against a resident for, are the following:

4.5.3.1.

Candles of any type (with or without a wick including candle warmers), or evidence of

4.5.3.2.

Burning of incense, sage, or any object within the buildings, or evidence of

4.5.3.3.

Possession and use of objects that produced smoke including, but not limited to: Smoke machines, smoke bombs, chemical de-foggers, fog machines, signal smoke makers (flares), dry ice smoke or fog, smoking paraphernalia or materials, and electronic cigarettes is prohibited in residence halls.

4.5.3.4.

Drapes or tapestries hanging over interior entries that block the natural exit pathway

4.5.3.5.

Hanging items from the ceilings

4.5.3.6.

Placing any object too close to the Room heaters (within six inches of a heater)

4.5.3.7.

Microwaves, George Foreman® or other electric cooking grills

4.5.3.8.

Open coil items or hot plates without an auto timer such as coffee pots

4.5.3.9.

The hanging of any items over the sprinkler pipes or sprinklers

4.5.3.10.

The removal of, hanging of any items over, or covering of smoke detectors

4.5.3.11.

Flammable or combustible materials on the ceiling or covering ceiling lights

4.5.3.12.

Evidence of tampering with any fire service features and fire protection systems

4.5.3.13.

Excessive amounts of combustible materials on exterior Room doors

4.5.3.14.

Multi-plug adaptors

4.5.3.15.

Extension cords

4.5.3.16.

Lamps, bed risers or household appliances with unprotected 110v electrical outlets

4.5.3.17.

Lava lamps

4.5.3.18.

Couches and furniture without flame retardant upholstery (documentation is required)

4.5.3.19.

Space heaters and halogen lamps

4.5.3.20.

Liquefied petroleum gasses, compressed and/or flammable gasses

4.5.3.21.

Butane lighters/torches and/or butane fuel

4.5.3.22.

General Room organization—residents must be able to exit the Room safely (see “Room and Hall Care” section below)

4.5.3.23.

“Daisy chained” lights or surge protectors

4.5.3.24.

Electric blankets

4.5.3.25.

Personal wireless routers or personal wireless printers

5. UNIVERSITY HOUSING POLICIES

In addition to the behavior prohibited by the Student Code of Conduct and other University Policies, the following are prohibited and apply to residents and their guests.

5.1. Alcohol

5.1.1.

Residents under the age of 21 consuming or possessing alcohol.

5.1.2.

All residents possessing, consuming or furnishing alcoholic beverages in public areas and in all areas of Wellness and Substance-Free Halls (including resident's rooms.)

5.1.3.

Displaying alcoholic beverage containers.

5.1.4.

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

5.1.5.

Group drinking activities, this includes but is not limited to beer pong (including water pong) and flip cup. This also includes drinking alcohol with 5 or more people in the room.

5.1.6.

Consuming alcohol in the presences of minors. The only exception is when the minor's roommate is at least 21 years of age and consuming in their shared room.

5.1.7.

Minors being in the presence of alcohol. The only exception is when the minor's roommate is at least 21 years of age and consuming in their shared room within policy.

5.2 Drugs

5.2.1.

Illegal use, possession or the furnishing of controlled substances, including but not limited to marijuana.

5.2.2.

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

5.2.3.

Under the influence of alcohol or any controlled substance, including by not limited to marijuana, regardless of age, in the residence halls.

5.2.4.

Being in the presence of illegal drugs and/or paraphernalia.

5.3 Tobacco

5.3.1.

Residents under the age of 21 consuming or possessing tobacco.

5.4 Smoking

5.4.1.

The UO campus is tobacco and smoke free. This includes the use of e-cigarettes, hookahs and vaporizers. Although smoking is not permitted anywhere on campus, smokers, if over the age of 21, may return to campus after having smoked.

6. CONTRACT AGREEMENT AND MODIFICATIONS

This contract is not valid unless it has been offered through the University Housing application process. Contracts are nontransferable and therefore may not be assigned, subleased, or delegated to any third party.

6.1. Exceptions to the Contract

Exceptions to the contract may be requested by petition describing the basis for the request. Petition forms are available online. Petitions are reviewed on a case-by-case basis. An exception granted to one provision of this contract shall not be construed as a waiver of any other provisions. University Housing retains sole discretion in granting or denying petitions and all decisions are final.

6.2. Termination/Modification

Resident agrees that the University may terminate or modify this Contract for: (1) non-payment; (2) breach of this agreement; (3) violation of the Student Conduct Code; (4) violation(s) of the Community or Conduct Policies; (5) failure to meet the eligibility requirements stated in Section 1; and (6) good cause, as determined by the University. Prior to termination, the University shall give the student at least three days' notice of its intent to terminate ("Termination Notice") the agreement. The Termination Notice will state the basis for termination and the 6.2. Termination date ("Termination Date"). The Student may contest the Termination Notice by responding to it with the reasons why termination is not appropriate. Unless the University revokes its Termination Notice, after the Termination Date, the University shall be entitled to possession of the student's assigned room.

Any personal property left behind by the student after the Termination Date shall be deemed abandoned and the University shall be entitled to dispose of it in any manner. Notwithstanding the foregoing, if Resident poses a health or safety risk to himself/herself or others or if it is necessary in order to comply with interim measures or sanctions issued by the Student Conduct office, the University may immediately terminate this agreement and take possession of Resident's assigned room.

6.3.

To the extent this agreement conflicts with a UO policy, procedure or rule, this agreement controls.

6.4. Effect of Default

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

6.5. 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.

6.6. Liability

University Housing is not liable for loss or damage to personal property in resident Rooms, public areas, laundry, storage rooms, or elsewhere. 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 to be jointly and severally liable for any damages that occur within common areas. If damage in common areas within a Hall 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, the residents of that Hall or Wing will be charged collectively. This is referred to as the "group damages" charge on university billing statements. It is the residents' responsibility to keep their Rooms locked at all times. Residents may be covered by family personal property insurance or may wish to carry private insurance policies to protect their property against loss.

6.7. Cancellation of Contract

Residents agree to reside in a residence hall from the date of Check-In through June 14, 2019. Residents may only be released from the contract for one of the reasons below:

6.7.1.

Students who are not required to live on-campus as reflected in the live-on requirement and are currently attending or attended the University of Oregon or who contract with University Housing for 2017-18 may cancel their contract on or before July 31, 2018 without incurring an additional contract breakage cancellation fee. Requests must be submitted in writing to University Housing, by going to <https://housing.uoregon.edu/myhousing>.

6.7.2.

Students who have never attended the University of Oregon, may cancel their contracts on or before July 31, 2018, without incurring a contract breakage cancellation fee. In addition, the cancellation schedule for refund of the residence hall prepayment is:

- By May 1, 2018 \$350.00
- On or before May 31, 2018 \$175.00
- On or after June 1, 2018 No refund

6.7.3.

For students not required to live on campus, failure to submit a written cancellation request by going to <https://housing.uoregon.edu/myhousing> before the cancellation deadline of July 31, 2018 will cause the following contract breakage cancellation fees to be applied to the resident's university account. Resident understands and agrees to these contract breakage cancellation fees:

6.7.3.1.

Either \$2,025.00 for cancellations submitted after July 31, 2018 or \$9.00 per day for the remainder of the Contract Days upon receipt of cancellation request. If cancellation occurs before occupancy, the fee will be assessed for the entire Contract Days.

6.7.3.2.

The parties agree and understand that, in the event the resident cancels the contract, these fees are reasonable estimate of the university's damages and do not constitute a penalty.

6.7.4.

Students who applied for winter or spring term must cancel their housing contract before check-in day. The deadline to cancel for winter term is January 4, 2019 and spring term is March 29, 2019.

6.7.5.

If the resident petitions for reconsideration after the cancellation deadline, the University of Oregon may release the resident from this contract under limited circumstances upon receipt of a written statement requesting such extraordinary

action accompanied by appropriate documentation. Under University Housing sole discretion, contract releases under this section may not be subject to the cancellation fee but residents will be responsible for pro-rated room and board charges that were incurred from the time they took occupancy until the cancellation. Contract releases with appropriate supporting documentation are under the sole discretion of University Housing, and may be granted upon satisfying one of the following circumstances:

6.7.5.1.

The resident is admitted but fails to register for classes, or cancels registration.

6.7.5.2.

The resident withdraws from the university, or is dismissed from the university for non-disciplinary academic reasons during the Contract Days. This circumstance does not apply if the withdrawal is the result of a disciplinary violation.

6.7.5.3.

The resident completes his or her academic program and graduates from the University of Oregon.

6.7.5.4.

The resident is participating in a university-planned educational leave (such as study abroad).

6.7.5.5.

If, after signing the contract, the resident suffers significant and unforeseeable financial hardships outside the resident's reasonable control and the resident petitions for undue financial hardship.

6.7.5.6.

The resident must take a voluntary or mandatory medical leave, which requires the resident to live off campus, as specifically documented by a licensed healthcare provider.

6.7.5.7.

The resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not available.

7. CHECK OUT PROCEDURES

7.1.

Residents are responsible for keeping University Housing informed of a current mailing address until all liabilities and claims are met. Failure to adhere to cancellation and Checkout procedures will result in being charged full room and board on a prorated basis until all Checkout procedures are completed. Additional charges may apply, including but not limited to Lock Changes and Improper Checkouts. To avoid additional charges when checking out, whether vacating the residence halls or simply transferring to another Room, residents agree to do the following:

7.1.1.

Submit a Residence Hall Checkout Request at <https://housing.uoregon.edu/myhousing> and notify the current Student Leaders at least 24 hours prior to Checkout.

7.1.2.

Follow the Checkout list supplied by the Housing Service Center.

7.1.3.

Remove personal belongings, clean room, and return all residence hall keys/cards to the Housing Service Center.

7.1.4.

Complete checkout by 7:00 p.m. of the last day of the term if vacating.

7.2.

In the event that a student is unable to retrieve their belongings and complete checkout procedures, the student or their notarized personal representative may complete a checkout designee form.

7.3. Withdrawal

7.3.1.

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 Checkout from the residence hall.

7.3.2.

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 Checkout and will be subject to conditions in this contract for those days between Checkout and the official date of withdrawal from the university.

7.3.3.

It is the resident's responsibility to notify University Housing of a subsequent withdrawal from the university. The resident will have no more than three (3) days to checkout.

7.3.4.

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 Agreement.

8. INTERRUPTIONS OF SERVICE, CONSTRUCTION, MAINTENANCE, AND DELIVERY/SERVICE VEHICLES

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 construction sites adjacent to the residence hall. University Housing is not responsible for noise or disruptions associated with interior and exterior maintenance works and service vehicles to include but not limited to food, supplies or mail deliveries, refuse and recycling collection.

9. FOOD SERVICES

9.1.

Residents have a choice of one of five different meal plans. Meal plans are either "points"-based or "access"-based depending on the plan chosen. Residents on point based plans may spend their points in any University Housing dining venue. Residents with Carson Limited access plans are limited to Carson Dining anytime it is open. Additionally, each plan includes \$50.00 in Duck Bucks funds that can be used for goods, services, food and beverages across the entire campus at locations such as the copy center, library and EMU Student Union. Residents may change between Point meal plans at any time. Changes to Point meal plan packages will be effective on Sunday of the following week. Changes to or from the Carson Limited plan to Point plans can only be changed during the first week of the term. Access to meals in excess of the selected plan may be gained by using Duck Bucks, cash, debit card or credit card. Residents' Duck Bucks balances are available to them as long as they are enrolled students. Duck Bucks refunds are subject to the terms and conditions of the Duck Bucks program (see below). Changes to the Duck Bucks portion of plans will go into effect at the start of the each term.

9.2. Five different meal plans are available:

9.2.1.

Deluxe – 95 points per week, plus \$50.00 Duck Bucks per term. For students who seldom skip a meal and occasionally treat a friend.

9.2.2.

Standard – 80 points per week, plus \$50.00 Duck Bucks per term. This plan is the most popular, providing enough for meals and snacks throughout the week.

9.2.3.

Select – 65 points per week, plus \$50.00 Duck Bucks per term. For students who might skip breakfast but not lunch or dinner.

9.2.4.

Mini – 50 points per week, plus \$50.00 Duck Bucks per term. For students who eat on-the-go and are often off campus on the weekends.

9.2.5.

Carson Limited – Entry to Carson Dining any time they are open, plus \$50.00 Duck Bucks per term. This is the most economic plan for students. Except for the Duck Bucks the plan is only valid at Carson Dining.

9.3.

The Point-based meal plans reset each week at midnight on Sunday morning when points are programmed onto a resident's UO ID Card, based on the plan chosen. Up to 50 unused meal points can be saved or "rolled over" to the next week. All meal points expire at the end of each term. Meal points are prorated during the week of opening and the last three weeks of the term, for the Thanksgiving vacation, dead week, and finals week. When initially checking in Residents will receive prorated points for the remainder of the week. Duck Bucks is available to use as soon as residents complete the Check-In. Meals are not served during Thanksgiving vacation, or during winter- and/or spring interim breaks. The Carson Limited plan provides access to Carson Dining buffet anytime during open hours for breakfast, lunch/brunch or dinner. Access is limited to the student with the meal plan and Student ID must be presented for access. The Carson Limited plan is available from move-in day until the end of each term when Carson Dining is open.

9.4.

Residents on Point-plans may use their points to purchase dining access for a guest. Residents on Carson Limited meal plan access is limited to the student on the meal plan only. Residents must accompany their guests in the dining venues. University Housing reserves the right to limit or deny guest access (see "Guests" section, above).

9.5.

A UO ID Card is required for access to University Housing dining venues. Convenience entries (entry into a dining center without UO ID Card) are limited to eight per term. Convenience entry is not allowed with Duck Bucks or the Carson Limited meal plan (UO student ID card must be present). To use a convenience entry, residents are required to show a form of picture identification and provide their student identification numbers. Residents who lend their UO ID Cards will be assessed a \$25.00 charge in addition to the meal points or Duck Bucks used during the unauthorized entry and may be subject to further disciplinary action.

9.6.

Shoes and shirts must be worn in all University Housing dining venues. No food, dishes or utensils shall be taken from the dining venues. Residents will be assessed a \$25.00 charge for each violation and may be subject to further disciplinary action. Disorderly conduct is not permitted and may result in the following: disciplinary action under the university's Student Conduct Code, applicable financial penalties, and and/or removal from the residence halls.

9.7.

The meal plan is automatically canceled at time of Checkout. Students are charged for all meal points used during the week of Checkout.

10. DUCK BUCKS TERMS AND CONDITIONS

The University of Oregon utilizes the UO ID Card in a debit card program called Duck Bucks. This program is intended to add flexibility and convenience for purchases at various locations around campus.

10.1. Account Eligibility

Duck Bucks is available, to all students, faculty, staff, and associates who are currently enrolled, employed by, or affiliated with the University. University departments are also eligible to open a Department Copy Card account for departmental use in accordance with departmental charge policies. Duck Bucks accounts are also available on UO Oregon Library Cards, generic Duck Bucks Cards, Community Cards and Gift Cards.

10.2. The UO ID Cardholder understands and agrees

Duck Bucks is a non-transferable; non-interest bearing account with funds prepaid by an authorized card owner or approved designee. This account is not a demand deposit account like a savings or checking account. Funds deposited into a Duck Bucks account may be redeemed for services at locations displaying the Duck Bucks logo. This account shall be debited, at the point of sale, for goods and services purchased using Duck Bucks. Account balances will automatically roll over each new term, semester and/or academic year as long as the account owner remains a registered student or employee of the University. There is a \$1.00 annual service fee for utilizing the University of Oregon Duck Bucks program. This charge will be applied to the owner's Duck Bucks account within 90 days of the first deposit.

Returned checks and electronic payments returned due to non-sufficient funds, stop payment, or closed accounts are subject to a \$20.00 handling fee.

The Duck Bucks account owner agrees to abide by all rules, regulations, policies and procedures specified by the University of Oregon. The University of Oregon reserves the right to cancel this agreement if an individual violates any rules, policies and/or procedures or breaches in any way, any term or condition of this agreement. Future changes in terms and conditions regulating the use of the Duck Bucks plan will apply to all active accounts in use at that time and will supersede the terms and conditions in effect at the time the account was initially opened. Notification of changes will be provided on the Duck Bucks web site.

10.3. Use of Duck Bucks

The authorized card owner must present their UO ID Card at the time of purchase in order to access their Duck Bucks account. Duck Bucks can be used at any location displaying the Duck Bucks Logo. A card will be confiscated if presented by someone other than the authorized card owner.

10.4. Account Statements

A card owner may request a detailed statement of all account transactions from the ID Card Services during normal business hours.

10.5. Reporting Lost Cards:

The cardholder must report a lost or stolen UO ID Card immediately and can do so in person at the ID Card Services or by calling 541-346-3113 the office during business hours. If ID Card Services is closed, the cardholder can leave a detailed phone message.

10.6. Liability Disclosure/Error Resolution Notice:

It is a card owner's responsibility to protect his/her UO ID Card. The card owner is responsible for monitoring his/her account. Should the card become lost, misplaced, or stolen the University assumes no responsibility for illegitimate use of the card owner's Duck Bucks account prior to the card owner notifying ID Card Services. All sales transactions incurred by the card owner are final at the time and point of sale. Any discrepancies should be reported at the time of purchase or in person at the ID Card Services within 2 working days. A report of activity is available upon request at the ID Card Services. If it is determined that an error has occurred, the affected transaction[s] will be adjusted.

10.7. Account Closure and Refund Policy

Account balances will automatically roll over each new term, semester, and academic year as long as the account owner remains a registered student or employee of the University. Refunds of positive plan balances greater than \$5.00 will be given only when the card owner no longer has an active relationship with the University. Before any refund is processed, ID Card Services will verify the student's withdrawal or graduation or faculty, staff, and associates' separation of employment. At such time that the affiliation with the University is ended, the UO Card is no longer valid. A request for a refund must be provided in writing to the ID Card Services preferably on an official refund request form available in the ID Card Services. Refunds will not be given for amounts less than \$5.00. Requested refunds will ordinarily be made at the end of the current term or semester. A check will be mailed to the address on record with the University within approximately 30 business days of the refund request. There will not be a service charge for closing an active account. Refund requests made at times other than described, will be considered on a case by case basis by the Manager of the ID Card Services. To receive a refund, the card owner must have a zero balance on his/her University A/R account.

10.8. Inactive Accounts

If the card owner has never requested a refund of the remaining balance, the card owner's remaining balance cannot be offset against any other amount owed to the University, and 2 years pass in which no transactions take place, any balances remaining in the Duck Bucks account will be treated as unclaimed property in accordance with Oregon law. A \$25.00 uniform administrative fee will be charged to the Duck Bucks account, and any remaining balance will be transferred to the owner's University A/R account.

10.9. Disclosure of Accounting Information

The University will not disclose information to third parties about the account holder's account or any transfers made except as [1] required by court orders or other applicable laws or [2] the account holder provides explicit written permission.

11. ROOM AND BOARD CHARGES

11.1.

The room and board rates for the full academic year are listed online at housing.uoregon.edu/costs. Proposed rates for 2018-19 can be expected to be 3–5 percent higher than for the current year.

11.2.

Residents will be billed each term for room and board. Payment amounts are stated in the annual University Housing room and board on the housing website: housing.uoregon.edu/costs and, except as set forth below, payments are due on the first of each month. Room and board charges do not cover Interim Breaks unless they are separately contracted (see "Contract Days and Interim Breaks" section, above). A monthly bill notification, with instruction on how to view the bill, will be sent to resident's official university e-mail account. Payments can be made either by mail at the Cashiers Office in Thompson University Center or online through DuckWeb using QuickPAY.®

11.3.

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.

11.4.

All financial transactions are handled by, and charges are payable at or through, the university's Business Affairs Office. Any amount unpaid ten days after the due date shall be collected in accordance with the University of Oregon's revolving charge account program and associated policy 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 \$6.00 per month overdue billing charge. The Revolving Charge Agreement and program details are posted in the schedule of classes and on the university Business Affairs website: <https://ba.uoregon.edu/content/billing-account-terms-and-conditions> 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 debt.

11.5.

The University of Oregon has authority to modify charges during the 2018-19 Academic Year, if cost expectations on which charges are based substantially exceed present estimates. Included in the room and board rate is a \$31.00 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.

11.6.

For the applicant who does not complete Check-In, charges will be based on the cancellation deadline dates and the postmark date of a written cancellation request submitted to University Housing at <https://housing.uoregon.edu/myhousing>. For the applicant who completes Check-In, the prorated adjustment of the quarterly room and board rate is based upon the date personal belongings have been removed, residence hall keys or key cards have been returned to the Housing Service Center, and Check-out is completed.

11.7.

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, above), except under the following circumstances:

11.7.1.

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.

11.7.2.

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.

11.7.3.

Residents who check in to a residence hall and check out in fewer than ten days will be charged for a minimum of ten days.

11.7.4.

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.

11.7.5.

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.

12. BILLING RIGHTS

In case of errors or questions, a resident 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.

13. DISCLAIMER AND DISPUTE RESOLUTION PROVISIONS

13.1.

In no event, including negligence or strict liability, shall the University of Oregon be liable for: (1) damages that exceed the amount paid by the resident under this contract; or (2) incidental, consequential or indirect damages.

13.2.

In the event the University of Oregon 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.

13.3.

Any dispute arising out of or related to this agreement shall be governed by Oregon law and shall be litigated in Lane County Oregon. Resident consents to personal jurisdiction in Oregon.

13.4.

If any portion of this contract is deemed void, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this contract shall remain valid and enforceable.

14. ASBESTOS DISCLOSURE

Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Residents should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their Rooms because this may release dust that may contain asbestos. Walls are inspected prior to resident arrival to ensure that they are in good repair and pose no hazard. Maintaining the walls in the condition they are in at resident Check-In will ensure safety. Questions about lead, asbestos or any potentially hazardous substances may be directed to the University Housing.

15. LEAD DISCLOSURE

The University of Oregon manages a voluntary drinking water monitoring for campus buildings, including residence halls. The university regularly tests water fixtures commonly used for drinking and cooking, such as drinking fountains and dispensers, and sink faucets in bathrooms, break rooms, and kitchen prep areas. When levels of lead from these fixtures exceed EPA-recommended levels for schools and childcare facilities, the university removes those fixtures from use, provides residents alternative water sources, and makes repairs until tests are below EPA-recommended levels. Residents will be notified throughout this process. More information is available on the university's drinking water monitoring program.

<https://safety.uoregon.edu/drinking-water-monitoring>

RESIDENCE HALL CONTRACT INFORMATION

UNIVERSITY HOUSING 2018–19



**Please submit this page to University Housing through the contract page in the housing application.
The contract upload can be found on My Housing at <https://housing.uoregon.edu/myhousing>**

If you are under the age of 18 at the time of signing your Residence Hall Contract for the 2018–2019 Academic Year Contract online you are required to submit a contract signature form that includes a parent or legal guardian signature. Your application will not be complete until the Contract Signature Page has been received. A PDF version of the contract is available online <https://housing.uoregon.edu/rh-contract> or can be requested by contacting **University Housing** at 541-346-4277 or housing@uoregon.edu.

STUDENT INFORMATION (PLEASE PRINT OR TYPE)

Name:	UO ID#:
Daytime or Cell Phone:	Email Address:
Mailing Address:	

PARENT OR GUARDIAN INFORMATION (PLEASE PRINT OR TYPE)

Name:	
Daytime or Cell Phone:	Email Address:
Mailing Address:	

I agree that there will be no modification of this Contract without the written consent of University Housing. Any request for modification of this Contract (i.e. cancellation of Contract prior to assigned date of entry, termination of Contract on or after assigned date of entry, meal plan change, room change, etc.) must be requested in writing to the University Housing office for approval. Verbal and/or pending requests do not constitute a change in the conditions of the Contract.

I understand and agree that my Contract is for a space/room assignment determined by University Housing, not for a particular room or residence hall. Failure to grant your assignment preference will not void the Contract.

I confirm that I have read, understand, and accept the University Housing Residence Hall Contract. This contract will become legally binding on both parties once it has been submitted online, along with the \$50.00 application fee and \$350.00 pre-payment.

I understand and accept the contents, termination deadlines, and accept financial commitment.

Termination/Cancellation Deadlines: The \$50.00 residence hall application fee is non-refundable. The cancellation schedule for refund of the residence hall prepayment is:

- By May 1, 2018 \$350.00
- On or before May 31, 2018 \$175.00
- On or after June 1, 2018 No refund

The contract terminations must be submitted by July 31, 2018. Termination requests submitted after July 31 will be charged as much as \$2,025.00 for a contract termination. (Please review Terms and Conditions — Cancellation of Contract)

I acknowledge receipt and review of the 2018–2019 Residence Hall Contract and agree to the terms set forth in the contract. I understand that a PDF of the 2018–2019 Residence Hall Contract is also made available to me online at <https://housing.uoregon.edu/rh-contract>.

By my signature hereon, I certify that I have read this University Housing Residence Hall Contract 2018–19 and agree to abide by the contract in its entirety. I understand this is my agreement to live in the residence halls until June 15, 2019.

Signature of Student/Resident

Date

Parent or Legal Guardian Signature
required for residents under the age of 18 at the time of signing the contract

Date

Michael Griffel, Director of University Housing