

2018 SUMMER RESIDENCE HALL 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 uoac@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 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.

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.

AGREEMENT:

1. RESIDENCE HALL HOUSING ASSIGNMENT

1.1. Agreement

By signing the 2018 Summer Residence Hall Contract Signature Page below, you, the undersigned ("Resident"), agree to the terms and conditions of this 2018 Summer Residence Hall Contract ("contract"). This contract is for a space in a University Residence Hall and not for any specific room or bed. This contract is not a lease. The University 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. To the extent applicable, Resident expressly, voluntarily, and knowingly waives those procedures. This contract may not be assigned, subleased or transferred without the express written consent of the University.

1.2. Room Assignments

Subject to the provisions of this contract, the University agrees to provide Resident with space in a Residence Hall. The University will attempt to accommodate Resident's space preferences; however, the University does not guarantee assignment to a particular building, transfer, type of accommodation, specific roommate, or single room. The University reserves the right to assign smokers together due to the potential allergies or sensitivities that can exist on smoker's clothing and belongings. Unless approved under Section 1.3, Resident agrees to reside in the room that Resident is assigned. Residing in a room other than the room assigned may result in a \$50 improper Check-In fee and/or student conduct charges. University Housing and its complexes are fully furnished. Housing does not provide or supply equipment such as air conditioning units, fans, or heaters as the complexes have central air systems for the community spaces and heaters in resident rooms.

1.3. Room Changes

1.3.1.

Resident requested room change. Resident may request a room change. Changes will be granted at the University's sole discretion and made on a priority and space available basis as well as other considerations. Upon notification that a room change is approved, Resident agrees to complete the change within 48 hours. Other than the first room change, a \$10 administrative charge will be assessed to the Resident's University account for every completed room change. 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 improper Check-Out fee. Residents who leave for break between terms without, as applicable, transferring out of their old room and into their new room will be charged a \$100 holdover fee.

1.3.2.

University initiated room change. The University may change Resident's room assignment if (1) 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 such as campus projects, and/or facility repairs), (2) it is necessary in order to comply with any sanction or interim measure (3) it is necessary in order to comply with an emergency action imposed by the Student Conduct Office or (4) the Resident poses a health and safety risk to Resident or other campus community members. If the University changes Resident's room assignment or houses Resident off-campus as a result of Resident's actions, the University has the right to charge any fees associated with the change to Resident.

1.4. Temporary Assignment

Late applicants may be assigned a temporary space. Furnishings may vary for facilities that are used temporarily to accommodate increased demand for housing. When a different room becomes available, Residents agree to complete the room transfer within 48 hours of notification. Residents assigned a temporary space will be charged the double room and board rate with their requested meal plan. Temporary assignments may also be made in the case of an emergency.

1.5. Double Room Vacancies

If Resident's roommate vacates the room, one or more of the following may occur: (1) Resident may be required to change rooms; (2) Resident may be given the option to remain in the room and pay the single room rate; or (3) Resident may be allowed to stay in the double room and pay the double room rate and the University Housing may assign a new roommate at a later date. If Resident's roommate vacates the room, Resident must keep Resident's personal belongings on the side of the room Resident is occupying unless otherwise permitted. If Resident's personal belongings are left in another part of the room and prevent occupancy by another resident assigned to the double room, Resident will be charged a \$100 holdover fee. The University has the discretion to exercise any of these options.

1.6. Single Room Vacancies

Single rooms are assigned on a priority basis according to the date of Check-In and availability. Priority is provided to students requiring ADA accommodations. If Resident wants to move from a single room to a double room, Resident is responsible for requesting a room change and will be assigned to a room with a current resident. The single room rate will apply until a reassignment to a double room occurs.

1.7. Eligibility

Enrollment. In order to be eligible for summer housing, Resident must be enrolled at the University or in a University-sponsored workshop or program for a minimum of one credit hour. However, Residents are eligible to live in the Residence Halls without taking classes from June 18, 2018 to June 22, 2018, if they are a 2017-18 academic year resident and are registered for summer classes that begin no later than the week of June 25, 2018. Residents are also eligible to live in the Residence Halls

without taking classes from August 20, 2018 to September 7, 2018, if they took a minimum of an eight-week summer class and have a signed the 2018-19 contract to live in University Housing Residence Halls. Early arrival rates will apply from September 8-20, 2018.

1.8. Contract Term

Except as provided for in Section 9, the term of this contract ("Contract Term") is from the date of Check-In through the date of Check-Out (Check-In and Check-Out are defined in Section 6). In no event, however, will the Contract Term go past September 7, 2018. Unless formally released from this contract by the appropriate housing office, Resident is responsible for the room rental charges for the entire term of this contract.

2. ROOM, BOARD, AND MEAL PLAN CHARGES; REFUND POLICY

2.1. Charges

Summer room and board rates and meal plan rates are listed on the website (<https://housing.uoregon.edu/costs>). Resident expressly agrees to pay the rates provided for in the table for the Contract Term. Resident also agrees that the University has the right to modify charges under this contract if cost expectations on which charges are based substantially exceed present estimates.

2.2. Payment Due Dates

Residents staying for less than eight weeks must make payment in full on the first business day after Check-In to the Residence Hall, as defined by Section 6. Electronic payments can be made by logging into DuckWeb, selecting student menu, then selecting QuikPAY® Student Account. Payments can also be made either by mail or at the Cashier's Office with cash, check, traveler's check, or money order. 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 (UO policy, former OAR 571-060-0040, found at <https://policies.uoregon.edu/revolving-charge-accounts>). The terms of the Revolving Charge Account Agreement (RCA) are expressly incorporated into this contract. For more information regarding the RCA, please go to <https://ba.uoregon.edu/content/faqs-student-billing-account>. By accepting the terms of this contract, Resident agrees to be bound by the terms of the RCA, including interest rate and overdue billing charge terms. Residents that have claimed their Duck ID will not receive hardcopy bills through the mail; they will only receive e-bill notifications at their UO email address. All charges and credits will be applied to the Resident's University account.

3. SUMMER 2018 ROOM AND BOARD CHARGES

The room and board rates for the summer are listed online at <https://housing.uoregon.edu/costs>. Residents will be billed for room and optional board plans. Payment amounts are stated in the annual University Housing room and board on the housing website: <https://housing.uoregon.edu/costs> and, except as set forth below, payments are due on the first of each month. 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 located in the Thompson University Center or online through DuckWeb using QuikPAY®.

4. FOOD SERVICES

4.1. Meal Plans

The University offers weekly meal plans that include a revolving amount of meal points to purchase meals at any University Housing dining venue. Summer residents may purchase one of two different meal plans. Meal plans do not include Duck Bucks. For more information regarding meal plans and meal points, visit <https://housing.uoregon.edu/residential-meal-plan>. Resident's meal points are reset each Sunday and end the following Saturday. Unused meal points do not rollover to the next week and any unused meal points will be forfeited before the next week begins. Meal points are prorated during the weeks of Check-In and Check-Out. Resident may purchase meals in excess of the selected plan by using Duck Bucks, cash, debit card, or credit card. Meal plans are automatically canceled upon Check-Out. Dining venue hours may change throughout the Summer.

4.2. Meal Plan Options

University Housing offers a choice of two summer meal plans:

Standard - 80 points per week. This plan is for students who seldom skip a meal and are typically on campus over the weekend.

Select - 65 points per week. This plan is perfect for students who might skip breakfast or be off campus on weekends.

Resident may add, change, or cancel meal plans by written request at any time. Changes to meal plan packages will be effective on Sunday of the following week.

4.3. Dining Access

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. To use a convenience entry, Resident is required to show a form of picture identification and provide Resident's student identification number. Meals may not be shared or transferred. Residents who lend their UO ID Cards will be assessed a \$25 charge in addition to the meal points or Duck Bucks used during the unauthorized

entry and may be subject to further disciplinary action. Residents are required to notify University Housing immediately upon the issuance of a UO ID Card that bears a new student identification number.

4.4. Dining Guests

Resident may use meal points to purchase meals for a guest. Residents must accompany guests in the dining centers. University Housing reserves the right to limit guest access. (See Section 5.16).

4.5. Conduct in Dining Venues

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 charge for each violation and may be subject to further disciplinary action. Disorderly conduct is not permitted and may result in disciplinary action under the University's Student Conduct Code, applicable financial penalties, or removal from the residence halls.

5. INSTITUTION AND RESIDENCE HALL REGULATIONS

5.1. Enforcement

Resident agrees to abide by all regulations outlined in this Section 5 ("Residence Hall Regulations") and to conform Resident's conduct to the expectations set forth in the Student Conduct Code and any associated Student Conduct Code procedures available at: <https://studentlife.uoregon.edu/conduct>. Failure to do so may result in disciplinary action in accordance with the Student Conduct Code and modifications or termination of this contract. A \$25 administrative conduct hearing fee will be assessed to any student who is found responsible for violating the Student Conduct Code or Residence Hall Regulations.

5.2. Residence Hall Regulations

Residence Hall Regulations prohibit:

5.2.1.

Residents under the age of 21 from consuming or possessing alcohol.

5.2.2.

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

5.2.3.

Displaying alcoholic beverage containers.

5.2.4.

Possession of rapid-consumption devices (for example, beer bong, ice luge, etc.)

5.2.5.

Group drinking activities, including, but not limited to, beer pong (including water pong) and flip cup.

5.2.6.

Illegal use, possession, or furnishing of controlled substances. Marijuana is not permitted on University property by anyone of any age at any time. This includes medical marijuana by those with Oregon Medical Marijuana cards.

5.2.7.

Illegal activity of any kind.

5.2.8.

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.

5.2.9.

Intoxication by alcohol or any controlled substance in the Residence Halls.

5.2.10.

Consuming alcohol in the presence of minors. The only exception is when Resident is at least 21 years of age and consuming alcohol in a shared room in the presence of a minor roommate.

5.2.11.

Commercial solicitation, advertising, promotion, and commercial 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.

5.2.12.

Disruptive or loud noise. 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. Our residents' need to sleep and study supersedes our residents' pursuit of noisy activities. Staff may enter Resident's room (if the Resident is not present) to eliminate disruptive noise.

5.2.13.

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 (e.g., metal knuckles, blackjack, sap, or similar instruments) on University property.

5.2.14.

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.

5.2.15.

The use of any sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, or Frisbees inside the Residence Hall and dining hall buildings including porches, hallways, lobbies, stairs, public areas, and posted areas.

5.2.16.

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. Resident may not sit on windowsills or extend any part of Resident's body outside the windowsills. Removal of any window screen is prohibited. Resident may not throw, drop, pour, or spill anything from the roofs, ledges, or 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 charge to immediate removal from the Residence Halls.

5.2.17.

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

5.2.18.

Sleeping in lounges and common areas.

5.2.19.

Unless otherwise authorized by University Housing, possession, displaying, or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, butane lighters or fuel, halogen lamps and kerosene lamps. Grills must be used at least fifty feet away from every building.

5.2.20.

Propping open or disabling exterior doors.

5.2.21.

Letting unauthorized individuals into the Residence Hall.

5.2.22.

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

5.2.23.

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

5.2.24.

Behavior that is disruptive.

5.2.25.

Loaning, transferring, or otherwise misusing of Residence Hall keys or key cards.

5.2.26.

Failing to evacuate during fire drills.

5.2.27.

Activating false fire alarms or other initiating other false emergencies in Residence Halls.

5.2.28.

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.). 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.

5.2.29.

Use of extension cords, multi-plug adapters, and the chaining together of power strips. 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.

5.2.30.

Use of microwave ovens, appliances with open heat sources (toaster ovens, bread toaster, etc.), or appliances without thermostat controls.

5.2.31.

Removal, modification, or defacement of "life safety" stickers.

5.2.32.

Violations of the Student Conduct Code.

5.2.33.

Smoking on any University-owned or -controlled property, including vape pens and e-cigarettes.

5.2.34.

Lofting, stacking or removal of any freestanding beds.

5.2.35.

Waterbeds.

5.2.36.

Refrigerators larger than 4.6 cubic feet.

5.3. Guests

Resident may have an overnight guest for a cumulative maximum of six nights per term by obtaining advance, written approval from Resident's roommate and University Housing. Requests to University Housing must be submitted online at <https://housing.uoregon.edu/myhousing>. Guest privileges may be limited. Resident agrees not to have a guest in the Residence Hall who is known to be unwelcome or unauthorized to be in the Residence Hall. Residence Hall Regulations 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.

5.4. Animals

Except as provided by UO policy (former OAR 571-050-0025) and other applicable laws, animals are not allowed in University residential buildings. Resident may keep fish as pets; however, Resident may not have more than 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.

6. RESPONSIBILITY FOR DAMAGE AND LOSS

6.1. Check-In

For purposes of this contract, Check-In means the process of picking up room keys ("Check-In"). Unless this contract has been previously executed, Check-In establishes Resident's acceptance of this contract, including the terms of payment outlined above. Further, Check-In constitutes acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room and contents at the termination of occupancy.

6.2. Liability for Property Damage

Resident must reasonably care for Resident's room and its furnishings and to maintain sanitary and safe conditions acceptable to the University. Resident agrees to regularly remove Resident's trash and recycling to a centralized trash or recycling collection area in Resident's hall. Resident shall be liable for damage or other loss incurred to the building, room, furniture, and equipment that is not the result of ordinary wear and tear caused by the Resident or the Resident's guests. Damage may also result in immediate eviction and will also be subject to University disciplinary procedures. Damage within the Resident rooms is the responsibility of the Residents assigned. Damage to public areas (e.g. restrooms, lounges, study rooms, etc.) that is not attributable or chargeable to a specific individual or group shall be assessed equally to the Residents of the living area where those damages occur. Resident agrees to pay such damages to the University upon demand.

6.3. Check-Out

Resident must check out in accordance with required procedures, including reviewing an inventory for the room with a staff member, relinquishing any keys or access cards, and other procedures found at <https://housing.uoregon.edu/moveout> ("Check-Out"). University Housing may charge Resident for all costs incurred due to Resident's failure to perform all Check-Out procedures. This includes a charge for a lock change if Resident's key is not returned on time. Upon Check-Out, Resident must return all loft beds to the lowest height adjustment and return Resident's room to its original configuration. Any personal property left behind by Resident after Check-Out is deemed abandoned and the University may use, sell, or otherwise dispose of it.

6.4. Liability for Resident's Personal Property

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

6.5. Security

Resident is responsible for securing Resident's room and Resident's personal belongings.

7. UNIVERSITY ACCESS; SEARCH AND ENTRY; KEYS

7.1. Access

Resident agrees to permit officials of the University to inspect Resident's room for purposes of inventory, fire protection, sanitation, safety, maintenance, administrative need, and rule enforcement (including, but not limited to, enforcement of Residence Hall Regulations, the Student Conduct Code, and this contract).

7.2. Keys

All Residence Halls keys and key cards 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. Resident is not allowed to throw Resident's keys out of Resident's windows. Lost or stolen keys should be immediately reported to the Housing Service Center or Conference Ambassador. All assigned keys must be returned at Check-Out or Resident's removal from the Residence Halls, whichever occurs first. Fees will be assessed to the Resident's account for unreturned keys or key cards. Residents who are locked out of their rooms can check out temporary keys or key cards at their Housing Service Center or by a Conference Ambassador.

8. FIRE SAFETY

8.1. Fire Drills

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

8.2. Fire Inspection

Unless otherwise authorized by University Housing, Resident agrees not to take any action or to bring any personal property into a Residence Hall 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; electric, gas, or other cooking grills; hanging items over the sprinkler pipes or fire alarms; covering ceiling lights or other lamps with any material; hanging anything from the ceiling; excessive amounts of combustible materials on doors; multi-plug adaptors; extension cords; couches and furniture without flame retardant upholstery. Fire and life safety inspections, including spot inspections, will be conducted periodically for fire hazards. Resident agrees to provide the University with access for such inspections. A \$50 fine per violation will be imposed for not abiding by citations or verbal instructions of the inspector or University staff regarding the correction of fire hazards.

8.3. Failure to Comply with Fire Safety Regulations

A fine of up to \$150, immediate eviction, or University disciplinary procedures 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 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.).

9. TERMINATION OF CONTRACT/DEFAULT

9.1. Termination/Modification

Resident agrees that the University may terminate or modify this contract for: (1) non-payment; (2) breach of this contract; (3) violation of the Student Conduct Code, including, but not limited to, sexual harassment and sexual misconduct; (4) violation of the Residence Hall Regulations; (5) failure to meet the eligibility requirements stated in Section 1.7; and (6) good cause, as determined by the University. Except as stated hereafter, the University shall give the Resident at least three days' notice of its intent to terminate ("Termination Notice") prior to terminating this contract. The Termination Notice will state the basis for termination and the termination date ("Termination Date"). Resident may contest the Termination Notice by responding to it with the reasons why termination is not appropriate and/or may request a hearing. The University must receive Resident's response prior to the Termination Date. In reply to Resident's response, the University may revoke its Termination Notice, set a hearing date, or respond to the Resident's letter. If the University revokes the Termination Notice, the Resident shall be treated as if the notice was never sent. If the University sets a hearing date, it will send a notice to Resident stating the hearing date and explaining the underlying process. At the hearing, the University may exercise any of its rights under the contract, including modifying or terminating the contract. If the University replies to the Resident's response confirming that it intends to terminate the contract or if the Resident does not respond to the Termination Notice, the contract will terminate on the Termination Date and the University shall be entitled to possession of the Resident's assigned room. Any personal property left behind by the Resident 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 it is necessary to comply with emergency actions, sanctions issued by the University, or an order, judgment, or demand issued by a court or agency having legal jurisdiction, the University may immediately terminate this contract and take possession of Resident's assigned room.

9.2. Effect of Default

Resident is in default if Resident fails to pay as required under Section 2 or breaches any other term of this contract. In addition to those remedies outlined in Section 9, upon default, Resident may not be able to register for future course work in the University or receive transcripts, diploma, or degree.

10. BICYCLES

Bicycles kept on University property must be registered with the UO Police Department. Resident is restricted to the use of one bicycle-rack space. Bicycles must be parked in a bike rack/cage.

11. MAIL AND E-MAIL

11.1. Mailbox

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. Mail service and forwarding may be interrupted or suspended during interim breaks. 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 referred to the U.S. Postal Service, and the Resident will also be subject to University disciplinary procedures.

11.2. E-mail

Resident will be assigned a University e-mail account to which official University information will be sent. Resident is required to check Resident's e-mail account daily during the academic term and to notify the Office of the Registrar at 541-346-2935 of e-mail account changes.

12. GENERAL PROVISIONS

12.1. Exceptions to Contract Terms

Amendments to this contract may be requested in writing and by petition only. Petition forms are available online at <https://housing.uoregon.edu/myhousing>. Verbal or pending written requests do not constitute a change in the conditions of this contract. Petitions are reviewed on an individual basis based on each set of circumstances. Amendments granted to one provision of this contract shall be done in writing and shall not be construed as waivers of any other provisions. The final determination on such petitions is at the discretion of University Housing. Except as provided for in this contract, no other amendments or modifications to this contract are allowed.

12.2. Emergencies/Disruptions

In the case of an emergency, the University is not responsible for the continuation of food, mail, custodial, linen, heating, maintenance, or security service 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 University. The University is not responsible for construction noise or disruptions associated with construction sites adjacent to the Residence Hall.

12.3. 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. Resident knowingly and expressly consents to the jurisdiction of the State and Federal Courts located in Lane County, Oregon.

12.4. 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.

12.5. Survival

All of Resident's obligations of this contract which, by their nature, are continuing, will survive expiration or termination of this contract (except to the extent that the Resident is released of the obligation by the University).

12.6. 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.

12.7. Asbestos Disclosure

Some University apartment and housing units may contain building products that include asbestos. Asbestos may be present in small amounts in sheetrock wall coatings and other finishes. Asbestos has been identified as a potential health concern if building materials incorporating asbestos are not managed and maintained properly. Residents should not install nails or screws, sand or grind the walls, or use double-sided tape on the walls or ceilings in University housing because this may result

in damage to building materials, releasing dust that may contain asbestos. Finishes are inspected prior to resident arrival to ensure that they are in good repair and pose no hazard. Maintaining the finishes 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.

12.8. Lead Disclosure

The University of Oregon manages a voluntary drinking water monitoring program 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 website regarding its drinking water monitoring program at <https://safety.uoregon.edu/drinking-water-monitoring>.

2018 SUMMER RESIDENCE HALL CONTRACT SIGNATURE PAGE



**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 this contract, this page must be signed by your parent or legal guardian. Your application will not be complete until the Contract Signature Page has been received. A PDF version of the contract is available online at <http://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:	

As stated in the 2018 Summer Residence Hall Contract, I agree that there will be no modification of this contract without the written consent of University Housing as described in Section 12.1 of the contract. As stated in that provision, 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 by written petition submitted online at <https://housing.uoregon.edu/myhousing>. Verbal or pending written requests do not constitute a change in the conditions of the contract.

By my signature hereto, I certify that I have received and reviewed the 2018 Summer Residence Hall Contract. I agree to the terms set forth in the contract in its entirety. I understand that a PDF of the 2018 Summer Residence Hall Contract is also made available to me online at <https://housing.uoregon.edu/rh-contract>.

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

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.