

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 dedicated to providing 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 the Accessible Education Center at 541-346-1155 or by e-mail at uoac@uoregon.edu. The office is located Suite 360 of 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 Civil Rights Compliance at 541-346-3123. 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.

Failure to provide complete and accurate information will result in immediate denial of your application and may result in disciplinary proceedings. The University may contact you for additional information regarding the conviction. The University will respond to your application after full review of the information and circumstances of the conviction.

Notifying the University as required in this section is unrelated to and does not fulfill any requirement to register under ORS Chapter 163A.

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.

Table of Contents

TERMS AND CONDITIONS	1
1. ELIGIBILITY	1
2. ON CAMPUS HOUSING REQUIREMENT	1
3. PAYMENTS DUE UPON APPLICATION	1
3.1. APPLICATION FEE	1
3.2. INITIAL HOUSING PAYMENT.....	1
3.3. PAYMENT AND REFUND INFORMATION	1
3.4. NONPAYMENT.....	2
4. HOUSING SCHEDULE AND CHECK-IN	2
4.1. OPENING AND CLOSING OF HOUSING AND FOOD SERVICES	2
4.2. CHECK-IN	2
4.3. ARRIVAL DATES	2
4.4. WINTER BREAK AND OTHER HOUSING CLOSURES.....	2
5. ASSIGNMENTS	2
5.1. ASSIGNMENT CONSIDERATIONS.....	2
5.2. ASSIGNMENT OF STUDENTS WHO SMOKE	2
5.3. ADMINISTRATIVE ASSIGNMENTS.....	2
5.4. TEMPORARY ASSIGNMENTS	2
5.5. SINGLE-ROOM ASSIGNMENTS	3
5.6. DOUBLE- AND TRIPLE-ROOM ASSIGNMENTS	3
6. ROOM CHANGE	3
6.1. REQUESTING A ROOM CHANGE.....	3
6.2. CHANGING ROOMS.....	3
6.3. DELAY FEE.....	3
6.4. UNAUTHORIZED ROOM CHANGES.....	3
7. ROOM RATES	3
7.1. RATE AMOUNTS	3
7.2. COMMUNITY FEES.....	3
7.3. RATE AND FEE ADJUSTMENTS	3
7.4. BILLING AND PAYMENT.....	3
7.5. WITHHOLDING AND OFFSET	3
7.6. PAST DUE AMOUNTS	3
7.7. SINGLE-ROOM RATES.....	4
7.8. DOUBLE- AND TRIPLE-ROOM RATES.....	4
7.9. ROOM CHARGES UPON WITHDRAWAL OR CANCELLATION	4
8. MAIL AND E-MAIL	4
8.1. US MAILBOX.....	4
8.2. UNIVERSITY EMAIL	4
9. HOUSING STANDARDS AND EXPECTATIONS	4
9.1. REPORTING UNSAFE OR ILLEGAL BEHAVIOR.....	4
9.2. SPECIFIC BEHAVIORS	4
9.3. MANDATORY REPORTERS	4
9.4. HOUSING STANDARDS	4
10. CONDITIONS BEYOND UNIVERSITY HOUSING’S CONTROL	5
11. FOOD SERVICES	5
11.1. MEAL PLANS.....	5
11.2. MEAL PLAN CHANGES	5

- 11.3. CONDUCT IN DINING FACILITIES 5
- 11.4. GUEST MEALS 5
- 11.5. ACCESS TO UNIVERSITY HOUSING DINING 5
- 11.6. MEALS IN EXCESS OF THE MEAL PLAN 5
- 11.7. DUCK BUCKS 5
- 12. RESIDENT CANCELLATION OF APPLICATION AND CONTRACT 5**
 - 12.1. BASES FOR CANCELLATION 5
 - 12.2. CANCELLATION FEE 5
 - 12.3. CANCELLATION FEE WAIVER REQUEST 6
 - 12.4. CANCELLATION FOR WINTER AND SPRING TERMS 6
 - 12.5. ROOM CHARGES AND REFUND OF INITIAL HOUSING PAYMENT 6
- 13. CHECK-OUT 6**
 - 13.1. CHECK-OUT PROCEDURES 6
 - 13.2. FAILURE TO CHECK-OUT 6
 - 13.3. MAILING ADDRESS 6
 - 13.4. ABANDONED PROPERTY 6
- 14. DEFAULT AND REMEDIES 6**
 - 14.1. DEFAULT 6
 - 14.2. EFFECT OF DEFAULT 6
 - 14.3. TERMINATION 7
 - 14.4. OTHER CIRCUMSTANCES TRIGGERING REMEDIES 7
 - 14.5. LIABILITY 7
- 15. DISCLOSURES 7**
 - 15.1. ASBESTOS DISCLOSURE 7
 - 15.2. LEAD DISCLOSURE 7
- 16. MISCELLANEOUS PROVISIONS 7**
 - 16.1. BILLING RIGHTS 7
 - 16.2. LIMITATION OF DAMAGES 7
 - 16.3. CONTROLLING TERMS 7
 - 16.4. COSTS OF ENFORCEMENT 7
 - 16.5. GOVERNING LAW 7
 - 16.6. ENFORCEABILITY 7

TERMS AND CONDITIONS

By signing the signature page of this contract, you, the undersigned (“Resident”), agree to the terms and conditions of this Residence Hall Contract (“contract”). 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 is nontransferable and may not be assigned, subleased, or delegated to any third party.

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

1. ELIGIBILITY

University Housing in the residence halls is provided on a space-available basis for students who meet all of the following criteria (“Eligible Student”):

- full-time undergraduate enrollment (minimum 12 credit hours per term) or full-time graduate or professional program enrollment (minimum 9 credit hours per term);
- enrollment at the University of Oregon or in a University affiliated program, or dual enrollment at Lane Community College and the University of Oregon; and
- intent to reside in the residence halls for the full Academic Year.

University Housing does not offer month-to-month, term, or temporary housing in the residence halls. Residents who remain in University Housing but fail to maintain full-time student status remain responsible for compliance with the terms and conditions of this contract. University Housing reserves the right to refuse housing accommodations to any student who has been sanctioned under the University Student Conduct Code, has violated the terms of this contract, or as a delinquent account for housing-related charges.

Sex Crimes and Registered Sex Offenders

If you have been convicted of a sex crime (for example, any crime involving unwelcome or otherwise unlawful acts of a sexual nature) or have been required to register as a sex offender, you are required to immediately disclose this information as part of the University Housing application process. This requirement extends beyond the submission of this application. You must immediately disclose to University Housing any later conviction of a sex crime, determination to be a sex offender, or requirement to register as a sex offender that occurs after submitting this application. You are not required to disclose any conviction in Oregon that has been set aside under ORS 137.225 or any conviction in any other jurisdiction that has been set aside by a court of competent jurisdiction.

All disclosures must be provided to Associate Director, Residence Life, Systems and Services at housingdisclosure@uoregon.edu or the University Housing office. If you have questions regarding the crimes covered by this disclosure requirement, you may refer to the definition of sex crimes included in ORS 163A.005 or contact the Associate Director, Residence Life, Systems and Services.

2. ON CAMPUS HOUSING REQUIREMENT

First-year undergraduate students are generally required to live on campus (“live-on requirement”). However, the University grants exceptions to the live-on requirement when appropriate. A list of the factors and circumstances considered by the University when determining whether to grant an exception to the live-on requirement can be found at <https://housing.uoregon.edu/first-year/live-on>. Students seeking an exception to the live-on requirement may submit a request using the University’s website at <https://housing.uoregon.edu/myhousing>.

3. PAYMENTS DUE UPON APPLICATION

3.1. APPLICATION FEE

Students who apply for a Room in a Residence Hall must pay a non-refundable application fee. The application fee is due no later than the application deadline.

3.2. INITIAL HOUSING PAYMENT

Students who apply for a Room in a Residence Hall must pay a conditionally refundable initial housing payment. The initial housing payment is due no later than the application deadline.

3.3. PAYMENT AND REFUND INFORMATION

Information regarding payment, fee amounts, and due dates can be found at <https://brp.uoregon.edu/content/tuition-mandatory-fees-housing-special-fees-fines-book>. Students who pay the initial housing payment will receive a full refund if they submit a request in writing to University Housing on My Housing <https://housing.uoregon.edu/myhousing> to cancel their housing application and contract on or before May 1. Students who submit a request after May 1 and on or before May 31 will receive a refund of half of the initial housing payment. Students who cancel after May 31 will not receive a refund and will forfeit the entire initial housing payment. In addition, students who cancel after July 31 will also be subject to contract termination fees described below. Students who received a fee deferral as described below, including deferral of the initial housing payment, and who cancel their housing application and contract will be charged the amounts that would otherwise not be refunded.

3.4. NONPAYMENT

Unless University Housing has approved a fee deferral, students will not be accepted to the residence halls or receive a Room assignment until, in addition to the application and signed contract, they have paid the application fee and initial housing payment. Students who pay the required amounts after the application deadline will be placed on a waiting list if no Rooms are available.

4. HOUSING SCHEDULE AND CHECK-IN

4.1. OPENING AND CLOSING OF HOUSING AND FOOD SERVICES

The opening and closing dates for University Housing and the first and last meal dates for University Dining can be found <https://housing.uoregon.edu/myhousing-resources>. The opening date is the first day and the closing date is the last day your University Housing is available. University Dining will not provide food services during the Thanksgiving break. Meal points distributed each week depend on the plan selected. Meal plan points will be prorated for the week of Thanksgiving, final exam weeks, and for other closures during the months of September, January, and June. Additional details can be found at <https://housing.uoregon.edu/myhousing-resources>. Unless otherwise approved, Residents may not be in the residence halls after 7:00 p.m. on Friday of finals week without prior written approval by their Residence Life Professional Staff. Meal plans are terminated upon Check-Out. Students are charged for meal points used regardless of when their meal plan is terminated.

4.2. CHECK-IN

Each Resident must complete the Check-In process prior to residing in their assigned Room. The Check-In process includes arrival on-campus, notifying University Housing that you are taking possession of your assigned Room, and obtaining keys from staff either at the Housing Service Center or during a separately pre-arranged Check-In date and time.

4.3. ARRIVAL DATES

Arrival / Check-In Dates: Information regarding Check-In dates for each academic term can be found at <https://housing.uoregon.edu/myhousing-resources>.

Pre-Contract Arrivals: If a Resident is required by a University department or Academic Residential Community to attend a specific university program prior to the Check-In dates, the Resident may submit a request for an early Check-In using a Change in Arrival Request Form found at <https://housing.uoregon.edu/myhousing>. University Housing's ability to accommodate early Check-In for the winter and spring terms is very limited. Residents approved for early Check-In may Check In according to the schedule found at <https://housing.uoregon.edu/myhousing-resources>. Early Check-In daily charges will be applied based on the date of Check-In prior to the opening date on a prorated basis.

Late Arrivals: University Housing will cancel all Room assignments for students who do not arrive by the designated Check-In dates. If a student plans to arrive after the designated Check-In dates, they must notify University Housing in writing or by telephone prior to the designated Check-In dates.

4.4. WINTER BREAK AND OTHER HOUSING CLOSURES

If space is available, Residents may stay in the residence halls during the University's winter break for a fee. Fees for winter break housing can be found at <https://housing.uoregon.edu/winter-break>. University Housing may temporarily relocate Residents who remain in the residence halls during winter break to consolidate living areas with other Residents. Residents will return to their regular Room after winter break. Single rooms may not be available during winter break. Residents must submit a request online at My Housing <https://housing.uoregon.edu/myhousing> to remain in the residence halls during winter break by 5:00 p.m. on Monday of fall term finals week. Keys provided to Residents for winter break must be returned to the Housing Service Center by noon of the opening date for winter term. Failure to return the key will result in a \$50.00 charge.

5. ASSIGNMENTS

5.1. ASSIGNMENT CONSIDERATIONS

Subject to the provisions of this contract, the University agrees to provide Resident with space in a Residence Hall. Room assignments are made based on the date of the application, information provided in the application, availability, submission of the signed contract, submission of the application fee and initial housing payment, and other considerations. The foregoing list is not exhaustive. University Housing cannot guarantee it can meet all requests or assign compatible roommates. False information provided in the application may be grounds for reassignment within, or removal from, University Housing.

5.2. ASSIGNMENT OF STUDENTS WHO SMOKE

The UO campus is tobacco and smoke free. This includes the use of e-cigarettes and hookahs. Although smoking is not permitted anywhere on campus, smokers may return to campus after having smoked. As a result, we still attempt to place smokers together because of potential allergies or sensitivities that can exist on smoker's clothing and belongings.

5.3. ADMINISTRATIVE ASSIGNMENTS

University Housing reserves the right to change Room assignments at any time based on administrative needs. This includes, but is not limited to, consolidation of space, accommodations identified by Accessible Education Center, emergency, illness that poses a potential health risk to the community, sanctions as a result of Student Conduct Code or contract violations. In case of emergency, a resident may be removed from the residence halls and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University.

5.4. TEMPORARY ASSIGNMENTS

Subject to availability, late applicants may be assigned a temporary Room until a permanent Room is available. Furnishings may vary for facilities that are used for temporary housing. Residents assigned a temporary Room will be charged the double room and

board rate with their requested meal plan. When assigned to a permanent Room, residents agree to complete the Room change within 48 hours of notification.

5.5. SINGLE-ROOM ASSIGNMENTS

Single rooms are assigned on a priority basis according to assessment of student needs, date of request, and availability. If the resident in a single Room wishes to add a resident and pay the double-Room rate, the Resident must (i) find an eligible roommate and seek authorization from University Housing; or (ii) request a Room change to a double Room.

5.6. DOUBLE- AND TRIPLE-ROOM ASSIGNMENTS

When a vacancy occurs in a double or triple Room, University Housing may, in its sole discretion based on availability and other considerations, take any of the following actions:

- reassign residents to another Room with another resident or assign another resident to the current Room, and the residents will continue paying the double- or triple-Room rate previously paid;
- allow residents to remain in the current Room and convert the Room from a triple- to a double-Room rate or from a double- to a single-Room rate; or
- if University Housing has no other available Rooms or residents needing reassignment, continue charging the Residents the appropriate double- or triple-Room rate so long as the residents' do not use the vacated space and furnishings in the Room and the residents agree to accept a new resident, when assigned. Refusal to accept another resident or use of the vacated space and furnishings, may result in the residents being charged the appropriate single- or double-Room rate and the residents may be referred to the student conduct system.

6. ROOM CHANGE

6.1. REQUESTING A ROOM CHANGE

Residents seeking a Room change must complete a Room Change Request Form available at <https://housing.uoregon.edu/myhousing>. Room changes are granted based on assessment of student needs and space availability.

6.2. CHANGING ROOMS

Residents granted a Room change must relocate within 48 hours of receiving notice or by the end of the term, whichever comes first. This includes Check-Out from the original Room and Check-In to the new Room. After the first Room change, residents must pay a \$10.00 administrative charge for each additional Room change.

6.3. DELAY FEE

Residents who do not change Rooms within 48 hours of receiving notice will be charged a \$50.00 fee. Residents who leave for a break between terms without changing Rooms will be charged a \$100.00 fee.

6.4. UNAUTHORIZED ROOM CHANGES

Residents must reside in the Room to which they are assigned. Residents who change Rooms without approval will be required to return to their assigned Room, charged a \$50.00 fee, and may be subject to sanctions for violation of the Student Conduct Code.

7. ROOM RATES

7.1. RATE AMOUNTS

The Room and meal plan rates for the full academic year are listed at <https://housing.uoregon.edu/costs>. The charges listed at <https://housing.uoregon.edu/costs> do not include housing and meals during winter break and other housing closures. The University will charge for housing and meals during the winter break and other closures as described in Section 4.4 above.

7.2. COMMUNITY FEES

Included in the Room rate is a mandatory fee for social, educational, and recreational programming for the University Housing community. Information regarding this fee, including the amount of the fee included in your Room rate, can be found <https://housing.uoregon.edu/myhousing-resources>.

7.3. RATE AND FEE ADJUSTMENTS

The University's residence halls rates and fees are approved annually by the University's Board of Trustees. If your application and contract are submitted prior to the Board of Trustees' annual approval, your housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.

7.4. BILLING AND PAYMENT

Residents will be billed each term for their Room and meal plan. Payments must be made no less than monthly. 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 each Resident's official University email account. Payments can be made by mail, at the Cashiers Office in the Thompson University Center, or online through DuckWeb using QuickPAY.®

7.5. WITHHOLDING AND OFFSET

The University will withhold and apply any financial aid, as well as all scholarships, grants, fee remissions, and other loans awarded to a Resident, as an offset payment to all contracted Room and meal plan charges for the academic year.

7.6. PAST DUE AMOUNTS

University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within 10 days of the due date. Information regarding the revolving charge program and policy can be found at <https://policies.uoregon.edu/revolving-charge-accounts> and the terms and conditions of the Revolving Charge Agreement can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to residence hall payments as part of the terms and conditions of this contract, regardless of whether a Resident has signed the University's Revolving Charge Agreement. Unpaid balances are subject to a 9% interest rate per annum, beginning on the eleventh day of

nonpayment, as well as a \$6.00 monthly overdue billing charge. Unpaid charges may lead to removal from the residence halls, denial of dining facility access, and legal fees and other costs and charges for collection of the unpaid amount.

7.7. SINGLE-ROOM RATES

Residents in a Room with only one occupant must pay the Single-room rate unless otherwise authorized by University Housing. Information regarding Single-room rates can be found at <https://housing.uoregon.edu/myhousing-resources>

7.8. DOUBLE- AND TRIPLE-ROOM RATES

Residents in a Room with more than one occupant will pay the double-Room or triple-Room rate unless otherwise determined by University Housing. Information regarding double- and triple-Room rates can be found at <https://housing.uoregon.edu/myhousing-resources>.

7.9. ROOM CHARGES UPON WITHDRAWAL OR CANCELLATION

Residents must notify University Housing if they withdraw from the University. The Resident must complete Check-Out within three days of withdrawing. Residents who withdraw from the University will remain subject to this contract and be charged for housing and meals through the date of Check-Out, regardless of their date of withdrawal from the University. Any housing and meal payments in excess of amounts incurred, including any applicable contract cancellation fees, etc., will be applied to the Resident's University account and handled in accordance with the University's Revolving Charge Agreement. For other fees and costs associated with cancellation of the application and contract, see "Resident Cancellation of Application and Contract."

Prorated Room charges are subject to the following additional modifications:

- If the student did not complete Check-In, charges will be based on the cancellation deadline date and the date a written cancellation request was submitted to University Housing at <https://housing.uoregon.edu/myhousing>;
- Residents who complete Check-In within the first ten days of the contract housing period for a term will be charged for days beginning from the beginning of the contract housing period;
- Residents who complete Check-In during the last ten days of the contract housing period for a term will be charged for a minimum of ten days;
- Residents who occupy a Room for fewer than ten days will be charged for a minimum of ten days;

8. MAIL AND E-MAIL

8.1. US 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. Mail service may be interrupted or suspended during breaks between terms. Residence hall mailboxes are official mailboxes of the U.S. Postal Service and subject to the laws applicable to the use of U.S. mail. Violations of U.S. postal regulations will be reported to the U.S. Postal Service, and the individual will be referred to the student conduct system. Residents are required to check their mailboxes on a frequent and consistent basis to ensure receipt of important University communications.

8.2. UNIVERSITY EMAIL

University students are assigned a university email account. Residents are required to check their email on a frequent and consistent basis to ensure receipt of important University communications. Use of University email account is governed by University policies, including the University's policy on the Use of Email for Official and Mass Communications, found at <https://policies.uoregon.edu/use-email-official-and-mass-communications>.

9. HOUSING STANDARDS AND EXPECTATIONS

9.1. REPORTING UNSAFE OR ILLEGAL BEHAVIOR

The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Residents should report any unsafe or illegal behaviors to University Housing staff. University Housing staff will, when appropriate, share this information with University officials to resolve the matter. This may include sharing the information with, if necessary, the University of Oregon Fire Marshal's Office and University of Oregon Police Department.

9.2. SPECIFIC BEHAVIORS

University Housing requests that Residents exercise heightened awareness and caution for the following: unwanted and nonconsensual sexual behavior, sexual assault, suicidal thoughts and attempts, self-harm, alcohol poisoning, drug abuse, trespassing, weapons, eating disorders, harassment, discrimination, domestic violence, theft, vandalism, tampering with fire service and fire protection features, initiating false alarms, and playing with or setting fires.

9.3. MANDATORY REPORTERS

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 the University's websites for

- victim assistance (<https://safe.uoregon.edu>),
- sexual and gender-based harassment and violence complaint and response policy (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/student-sexual-and-gender-based-harassment-and>),
- designated reporters (<https://titleix.uoregon.edu/designated-reporter-responsibilities>),
- confidential employees (<https://titleix.uoregon.edu/confidential-employee-responsibilities>), and
- student-directed employees (<https://titleix.uoregon.edu/student-directed-employee-responsibilities>).

9.4. HOUSING STANDARDS

University Housing's standards provide a safe environment conducive to sleep, study, and socializing. Residents must comply with University Housing standards. Violations may result in fines, removal from University Housing, and other disciplinary action by

University Housing or the Office of Student Conduct and Community Standards. To ensure Resident awareness of these standards, and for ease of reference, links to websites detailing these standards can be found below. University Housing will also provide information regarding these standards upon Check-In. University Housing's required standards include:

- The University Student Conduct Code (<https://studentlife.uoregon.edu/conduct>)
- University Housing standards <https://housing.uoregon.edu/myhousing-resources> pertaining to:
 - Prohibited activities
 - Prohibited devices
 - Entry into the residence halls and Rooms
 - Keys
 - Student identification
 - Care and maintaining residence halls and Rooms
 - Security
 - Fire safety
 - Health and personal safety
 - Quiet hours
 - Guests
 - Alcohol, drugs, smoking, and tobacco
- University policies (<https://policies.uoregon.edu/>)
- The City of Eugene's noise ordinances (<https://www.eugene-or.gov/DocumentCenter/View/2693/Chapter-4-Offenses>)

10. CONDITIONS BEYOND UNIVERSITY HOUSING'S CONTROL

University Housing will attempt to continue services, including, but not limited to, food and dining, mail, custodial, linen, heating, maintenance, and security ("services"), at all times. However, the University is not responsible for any damages or losses incurred due to the loss or reduction of services due to circumstances beyond University Housing's control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers' employees, and on- or off-campus utility interruptions. University Housing is not responsible for, and will not allow cancellation of this contract or reduced fees for, construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to residences hall facilities.

11. FOOD SERVICES

11.1. MEAL PLANS

All Residents must purchase a University Housing meal plan. Information and details regarding University Housing's various meal plan options can be found at <https://housing.uoregon.edu/mealplans>.

11.2. MEAL PLAN CHANGES

Residents may change between "point" meal plans at any time. Changes are effective on Sunday of the week after the change is requested. Changes to or from other meal plans and "point" meal plans are only permitted during the first week of each term.

11.3. CONDUCT IN DINING FACILITIES

Shoes and shirts must be worn at all times in dining venues. Food, dishes and utensils may not be taken from the dining venues. Residents will be assessed a \$25.00 charge for each violation. Disorderly conduct is not permitted.

11.4. GUEST MEALS

Residents on Point-plans may use their points to purchase dining access for a guest. Residents on Carson Unlimited 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.

11.5. ACCESS TO UNIVERSITY HOUSING DINING

A University ID Card is required for access to University Housing dining venues. Convenience entries (entry into a dining center without an ID Card) are limited to eight per term, but is not allowed for students using Duck Bucks or the Carson Unlimited meal plan (UO student ID card must be present). Residents using convenience entries must show picture identification and provide their student identification number. Residents who loan their UO ID Cards to a third party will be assessed a \$25.00 charge in addition to the meal points or Duck Bucks used during the unauthorized entry.

11.6. MEALS IN EXCESS OF THE MEAL PLAN

Students may purchase meals in excess of those provided by a meal plan by using Duck Bucks, cash, debit card, or credit card.

11.7. DUCK BUCKS

Duck Bucks is a University operated prepaid debit program using the UO ID Card. The terms and conditions of the University's Duck Bucks program can be found at <https://emu.uoregon.edu/duck-bucks-terms-and-conditions>. University Housing may provide Duck Bucks to a student as a part of a meal plan. A student accepts the terms and conditions of the Duck Bucks program if they purchase a meal plan that includes Duck Bucks and they use the Duck Bucks provided to them.

12. RESIDENT CANCELLATION OF APPLICATION AND CONTRACT

12.1. BASES FOR CANCELLATION

A housing applicant or Resident may withdraw their application and cancel their contract under the following circumstances: (i) they did not attend classes at the University, (ii) they are not subject to the live-on requirement, or (iii) they have been granted an exemption from the live-on requirement. Housing applicants or Residents may cancel their application and contract online at <https://housing.uoregon.edu/myhousing>.

12.2. CANCELLATION FEE

Students who cancel their housing application and contract must pay a contract cancellation fee unless they cancel (1) for a reason described in Section 12.1; or (2) before July 31. Information regarding the amount of the contract cancellation fee can be found at <https://housing.uoregon.edu/myhousing-resources>. This fee also applies to the termination of this contract by the University in the event of Student default.

The Student and the University acknowledge that, if the Student's application and contract are cancelled, including termination by the University in the event of Student default, (i) the amount of the University's losses or damages likely to be incurred is incapable or is difficult to precisely estimate, and (ii) the termination fee bears a reasonable relationship to the losses likely to be incurred.

12.3. CANCELLATION FEE WAIVER REQUEST

If a Student subject to the contract cancellation fee petitions for a waiver of the fee, the University may, in its sole discretion, waive the fee and terminate the contract under extraordinary circumstances. The student must submit a written statement demonstrating extraordinary circumstances accompanied by supporting documentation. If the University waives the fee, the student will remain responsible for paying prorated room and meal charges, if any, incurred from the date the Student Checked-In until cancellation. When determining whether to grant a waiver, the University considers all facts and circumstances, including, but not limited to whether the student:

- failed to register or cancelled registration for classes;
- withdrew or was dismissed for non-disciplinary academic reasons;
- completed their academic program and graduated;
- is participating in a University-operated educational leave program (such as study abroad);
- is experiencing significant, unforeseeable financial hardship outside the student's reasonable control;
- is leaving University housing necessitated by medical or health needs documented by a licensed healthcare provider; and
- The resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not available.

The University will not grant a fee waiver due to a student's withdrawal or dismissal from the University in connection with Student Conduct Code violations, complaints, investigations, or sanctions due to the student's conduct.

12.4. CANCELLATION FOR WINTER AND SPRING TERMS

Students who applied for housing for the winter or spring term, not the fall term, may cancel their application and contract for a reason described in Section 12.1 on or before the term Check-In date to avoid imposition of the contract cancellation fee.

12.5. ROOM CHARGES AND REFUND OF INITIAL HOUSING PAYMENT

Information regarding prorated Room charges and refunds of the initial, prepaid housing payment can be found above and <https://housing.uoregon.edu/myhousing-resources>.

13. CHECK-OUT

Residents must complete the Check-Out process prior to leaving their Room and the residence halls. This includes, but is not limited to, Check-Out upon change of Room, cancellation of this contract by the student, or termination by University Housing. Information regarding standard Check-Out dates for each academic term can be found <https://housing.uoregon.edu/myhousing-resources>.

13.1. CHECK-OUT PROCEDURES

The Check-Out process includes the following, during the Check-Out dates or a separately pre-arranged date and time:

- if applicable, notifying University Housing of intent to leave the residence halls by submitting a Residence Hall Checkout Request at <https://housing.uoregon.edu/myhousing> and notifying the current Student Leaders at least 24 hours prior to Check-Out,
- completing the Check-Out checklist supplied by the Housing Service Center,
- removing all personal belongings and cleaning the Room,
- completing all necessary paperwork provided by University Housing, and
- returning keys to University Housing.

In the event that a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the student or their notarized personal representative may complete a Residence Hall Check-Out designee form.

13.2. FAILURE TO CHECK-OUT

University Housing will charge Residents the full Room and meal plan rates until Checkout procedures are completed. If a Resident fails to complete Check-Out, University Housing may charge additional fees to change the Room lock and for improper Check-Out.

13.3. MAILING ADDRESS

Residents must provide a current mailing address to University Housing until all liabilities and claims are paid.

13.4. ABANDONED PROPERTY

Any personal property left behind by the student after Check-Out are deemed abandoned, and the University is entitled to dispose of it in any manner.

14. DEFAULT AND REMEDIES

14.1. DEFAULT

Resident is in default of this contract in the event of any of the following: (1) non-payment; (2) violation of the terms of this contract; (3) violation of the standards listed in Section 9.4; (4) failure to meet eligibility requirements; and (5) good cause, as determined by the University.

14.2. EFFECT OF DEFAULT

In the event of Resident's default, the University may use any remedy allowed at law or equity. This includes, but is not limited to, reassignment to a new Room, fees, termination of this contract, removal of the Resident from the residence halls, and restrictions on the right to register for courses or to receive transcripts, diploma, or degree.

14.3. TERMINATION

The University will give the student at least three days' notice prior to termination of this contract ("Termination Notice"). The Termination Notice will state the basis for termination and the date of termination ("Termination Date"). The Student may contest the Termination Notice by responding to it with the reasons why termination is not appropriate. The Resident must cease residing in University Housing facilities and remove all of Resident's property on or before the Termination Date.

14.4. OTHER CIRCUMSTANCES TRIGGERING REMEDIES

Although Resident may not be in violation of the terms of this contract, if Resident poses a health or safety risk to themselves or if interim measures or sanctions required by the Student Conduct office or others or require, the University may immediately terminate this contract, assign the Resident to a new Room, or take other actions as necessary.

14.5. 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 residence 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 residence 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.

15. DISCLOSURES

15.1. 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.

15.2. 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>

16. MISCELLANEOUS PROVISIONS

16.1. 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 their

16.2. LIMITATION OF DAMAGES

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.

16.3. CONTROLLING TERMS

If any part of this contract conflicts with applicable law or University policy, such law or policy supersedes the terms of this contract. If any part of this contract conflicts with University Housing rules or procedures, the terms of this contract supersede such rules or procedures.

16.4. COSTS OF ENFORCEMENT

In the event the University of Oregon is required to hire a third party or attorney to enforce any provision of this contract the University is entitled to repayment of the costs associated with hiring such third party. These fees include, but are not limited to, collection of unpaid amounts, as well as fees incurred for legal appeals, expert fees, and deposition transcript.

16.5. GOVERNING LAW

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.

16.6. ENFORCEABILITY

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.

[Electronically signed on My Housing]