Introduction: Please read this Rental Agreement carefully. It is a legally binding Agreement, and contains important information. You may not alter this Rental Agreement in any way without written consent of the Director of University Housing and Dining. The Director of University Housing and Dining Services (UHDS) Student Family Housing apartment complex and not for a specific unit or particular type of unit. By signing this Rental Agreement, you agree to accept your residence assignment and you understand this assignment may change. You are considered to have taken occupancy as soon as you receive a key to your assigned residence, regardless of whether or not you have begun moving or have completed moving into the assigned unit. You also agree to familiarize yourself with the regulations and policies for this Agreement, including those set forth in this Rental Agreement and in the UHDS publication Family Housing Guide to Living. Additional rules specific to OSU family housing are set out in OSU Policy 576-015, Student Family Housing. All terms used in this Rental Agreement are to be construed consistent with the definitions and terms in that policy.

1. Eligibility
   a. Student Status: At the time the Rental Agreement is signed, the Tenant must be enrolled at the University and meet minimum standards for satisfactory academic progress, as specified by current academic regulations. The Tenant must continue to be enrolled in each term of the academic year (except for Summer Session) and meet the above minimum academic standards while residing in UHDS Student Family Housing.
   b. University Employment Status: Appointees on the University staff at .50 FTE or higher do not qualify for Student Family Housing.
   c. Proof of Eligibility: The Tenant's proof of eligibility will be reviewed by OSU at the time of application and when the Rental Agreement is signed. Documentation verifying proof of eligibility must be current and complete. This may include but is not limited to academic admission and enrollment verification requirements.
   d. Criminal History: Individuals who have been convicted of any of the following crimes must disclose the conviction via email to Housing@oregonstate.edu:
      - a. Drug abuse or unlawful manufacture or possession of a controlled substance,
      - b. Theft of property
      - c. Conviction of a criminal offense concerning the possession or use of a firearm
      - d. Conviction of a violent crime
      - e. Conviction of a sex or child abuse crime
      - f. Conviction of a felony involving domestic violence, sexual assault, or stalking
      - g. Conviction of an offense involving the use of false identification or a concealed weapon
      - h. Any other crime with similar consequences. OSU will review the circumstances of the conviction and determine whether the applicant’s application for University Housing and Dining Services facilities will be accepted. Individuals who are legally required to register as a sex offender are not eligible to live in University Housing & Dining Services Student Family Housing Facilities.

2. Occupancy Guidelines
   a. Occurrence of Dismissal: All household members listed on the Rental Agreement must be legally related to and reside with the Tenant. Only the Tenant and Residents named on the Tenant’s Housing Application may occupy the residence unit.
   b. Rental Unit Assignments: Rental unit assignments are based upon the Tenant’s date of application and assignment priority status.
   c. Maxing Out: The maximum number of occupants in any rental unit. The second adult may reside with the Tenant as long as he/she qualifies as a Resident under the occupancy guidelines and is listed on the student’s application for Housing.
   d. Transferability of Rental Agreement: The Rental Agreement is transferable to other University Housing and Dining Services facilities, but only the current University Housing and Dining Services resident may occupy the unit for a lock change and new keys if a key is lost OR not returned upon check-out. Any change in the assigned Resident and associated changes, and facilities (including common areas, laundry rooms, and outdoor grounds) in a reasonable manner in consideration of the purposes for which the premises are intended and intended: (5) not deliberate or negligently destroy or remove any part of the premises or knowingly permit others to do so; (6) tamper with or alter existing electrical, plumbing, or structural components of facilities; and (7) not engage in any activity which endangers the safety of other residents.
   b. An emergency includes, but is not limited to, situations of unreasonable disruption to the peaceful enjoyment of residential units by Tenants.
   c. Tenants are responsible for being familiar with any changes in student status or residence composition to UHDS as they occur. Such changes may affect the Tenant’s rental unit assignment or eligibility for University Housing and Dining Services.
   d. Transfers Between Units
      a. Transfer Requests: Transfers can be requested after six (6) months of residency in the Unit. Tenant’s University account must be in good standing at the time the transfer is requested. Transfer of funds of $200 will be billed to the Tenant’s University account to cover the University’s estimated administrative costs associated with the transfer.
      b. Changes in Residents: UHDS may require the Tenant to transfer to a different rental unit if the changes in residents do not place the Tenant in another rental unit category by occupancy guidelines.
   e. Rent Charges
      a. Billing: Current rental rates for Family Housing units can be found at http://uhds.oregonstate.edu/housing/housing/room-dining-rates-common-charges
      b. Rent is billed one month in advance to the Tenant’s University account. Payments are to be made to Oregon State University through the U剧烈 Secretary of State.
   c. Rent Due Date: Rent is due on the first day of each month. Prorated rent from the date of occupancy to the end of the first month will be added to the first billing on the Tenant’s University account. Interest charges on any unpaid balances will be assessed based on the University’s Revolving Charge Account program.
   d. Rent Rate Increases: Oregon State University reserves the right to increase rental rates for Student Family Housing with at least 30 days written notice. Rental rates typically increase at the beginning of each fiscal year (July 1).
   e. Dispute of Charges: Any dispute over housing or dining charges assessed to a student’s account (including cancellation charges) must be made in writing to UHDS. This includes student account appeals, but does not guarantee reassignment. UHDS may require the Tenant to make a reasonable effort to offer an appeal to the Student Family Housing Association. Appeals must be submitted within 45 days of the invoiced charges, and will be subject to a hearing at the discretion of the Student Family Housing Association. Final decision on appeals will be binding.
   f. Non Payment of Rent: Rent and other charges are billed and collected through the Tenant’s University billing account. Students who do not pay their monthly rent will be prohibited from registering for classes and be subject to termination of this Rental Agreement.

3. Utility Charges
   a. Water, sewer, garbage, electricity, internet and expanded basic TV cable services are included in the monthly rent. The Tenant is responsible for arranging and paying for telephone services and premium TV cable channels, including installation and repair costs. Any repair costs not paid by the Tenant will be charged to the University account.
   b. Water, sewer, and garbage are billed and collected through the Tenant’s University billing account. Students who do not pay their monthly rent will be prohibited from registering for classes and be subject to termination of this Rental Agreement.

4. University Responsibilities
   a. The Tenant agrees to keep the Student Family Housing premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The University will not make alterations to, or repair components of, the Tenant’s Housing Application as long as Tenant does not have key locks.
   b. Locks and Keys: At the time of check-in, the Tenant will be issued two keys for unit outside doors, one laundry room key, and one mailbox key. The Tenant agrees to keep the keys in a safe and secure place. No key shall be returned upon vacationing. Requests for an additional key must be approved by UHDS through UHDS Work Management. Installation and use of new locks are prohibited. Keys are not provided for patio doors on the terrace style units.

5. Privacy and Reasonable Access
   a. Reasonable access: The University will generally give at least 24-hour notice before entering the rental unit, and will enter at reasonable times and in a reasonable manner. A Tenant’s written request for maintenance or repair will be considered permission to enter the rental unit to conduct the necessary maintenance or repair without notice. The Tenant will not unreasonably withhold access to the rental unit.
   b. An emergency includes, but is not limited to, situations of unreasonable disruption to the peaceful enjoyment of residential units by Tenants.

6. Alterations to Unit, Property, and Grounds.
   a. Alterations, modifications, or additions to the interior or exterior of the Rental Unit, property, or grounds that are not authorized by UHDS in writing are prohibited. Tenants are not authorized to modify the surface of ceilings, floors, molding, and/or walls by any method, to install or secure wall or floor-to-ceiling fixtures or structural materials. Small nails and picture hangers on inside walls are permitted. Tenants are not permitted to paint interior or exterior areas of rental units.

7. Grounds
   a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Student Family Housing Student Family Housing
14. Check-In and Check-Out Inspections

a. Check-In: At the time of check-in, the Tenant will be given an Apartment Condition Report and a complete and return with the Tenant to inspect the unit. It is the Tenant's responsibility to inspect the overall condition of the rental unit and indicate the overall condition of the unit on the Apartment Condition Report.

b. Check-Out: The Tenant will provide UHDS with an intent to vacate notice at least 30 days prior to vacating the unit. UHDS will arrange for a pre-check-out inspection to be conducted with the Tenant and a post-check-out inspection with or without the Tenant.

c. Cleaning and Damage Charges: The Tenant agrees to pay for all additional damages to the Rental Unit caused by the Tenant or their facilities above normal wear and tear. Any charges will be billed to the Tenant's rental account. A list of common charges may be found at http://uhds.oregonstate.edu/housing/rental-dining-nrtc-

15. Personal Property

a. The Tenant is responsible for the personal property and that of the other residents of his/her unit. The University is not liable for loss or damage to personal property in the rental unit, public areas, laundries or storage lockers.

b. Disposal of Tenant furniture or appliances is not permitted in or around trash receptacles or elsewhere on the premises. Disposal of such goods is the Tenant's responsibility.

16. Peaceful Enjoyment

The Tenant will use all reasonable efforts to ensure that residents of his or her unit, and his/her guests on the premises, will conduct themselves in a manner that will not disturb the peaceful enjoyment of other Tenants and residents in the area.

17. Overnight Guests

Overnight guests are permitted without notification if they stay no more than two weeks. Guests, including but not limited to visiting family members or relatives, may stay a maximum of two (2) weeks, unless written approval is granted by UHDS in advance for a longer period of time.

18. Extended Absences

The Tenant must notify UHDS in writing of any anticipated absence of seven (7) days or more. The University may enter the rental unit during normal business hours necessary during the extended absence.

19. Force Majeure:

UHDS failure to perform any term or condition of this Rental Agreement as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, civil unrest, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Rental Agreement.

20. Safety, Fire, Sanitation, and Sanitation Inspection

Tenants are responsible for abiding by reasonable standards of fire safety, life safety, and sanitation in the rental unit, and taking all reasonable efforts to ensure that residents and guests of his/her unit comply.

a. Inspection: OU will conduct a fire, safety, and sanitation inspection annually for each rental unit.

b. Smoke Detectors and Fire Sprinkler Systems:

Tenant agrees not to tamper with fire detectors and fire sprinkler systems. Any tampering detected by UHDS will be repaired by UHDS and charged to the Tenant.

22. Lead, Combustibles, and Candles

a. Lead: Use of buoniques, butane, gasoline or gas burning stoves or barbeques within the rental unit is prohibited. Highly combustible or explosive materials (such as fireworks, laboratory chemicals, gunpowder, paints, and other substances) cannot be used or stored within the rental unit or on the premises. All items, including furniture, must be placed at least six (6) inches from wall heaters. Portable heaters and multi-plug electrical adapters are not allowed.

b. Candles and Incense:

The Tenant agrees to use all reasonable efforts to be safe in the use of candles and incense.

c. Fire Exhaustion: Use of cigarettes, butane, gasoline or gas burning stoves or barbeques within the rental unit is prohibited. Highly combustible or explosive materials (such as fireworks, laboratory chemicals, gunpowder, paints, and other substances) cannot be used or stored within the rental unit or on the premises. All items, including furniture, must be placed at least six (6) inches from wall heaters. Portable heaters and multi-plug electrical adapters are not allowed.

23. Motor Vehicles and Parking

a. Each Tenant is provided one parking permit for use in the apartment parking lot. Additional parking is available on area streets. Parking at Student Family Housing is restricted to designated areas and shall not obstruct sidewalks, driveways, entryways, driveways, fire lanes or bicycle parking areas. Vehicles without current license plates and inoperable vehicles are prohibited and will be impounded at the Tenant’s expense. Storage of recreational vehicles and trailers is not permitted.

b. Vehicle repair and changing and/or disposing of vehicle fluids and batteries are not allowed in the parking lot or on the premises.

24. Tenant Termination of Rental Agreement

a. Cancellation: If Tenant has signed a rental agreement and has taken occupancy of a Family Housing rental unit, he/she is required to submit written notice of termination of occupancy at least thirty (30) days in advance.

b. Written Notice: The Tenant may terminate this Rental Agreement by submitting to UHDS a written “Notice of Intent to Vacate” at least 30 days in advance. The Tenant agrees to pay for the entire time he/she resides in the unit, as well as the entire 30 days’ notice period (regardless of whether he/she remain on the premises and the reason for their departure). The 30-day notice period is calculated from the date that UHDS receives the notice.

c. Eligibility Changes: If the Tenant’s student status or household composition changes so the Tenant is no longer eligible for Student Family Housing, UHDS may terminate the tenancy with thirty (30) days written notice.

d. Academic Program Completion:

The Tenant’s eligibility to live in the rental unit shall end thirty (30) days after the end of the month in which the Tenant completes his/her academic program and is no longer a student. The Tenant must submit a 30-day notice to vacate to UHDS.

25. University Remedies for Non-Compliance

a. Eviction Notices:

The University will provide the following notice periods prior to eviction:

- (30) days’ notice for non-compliance or violation of any terms and conditions of the Rental Agreement, unless subsections 2 or 3 of this paragraph apply
- (10) ten (10) days’ notice for any violation of the Animals Policy

b. Abandonment of Premises:

If the Tenant abandons the rental unit, the University will take possession of the rental unit and make reasonable efforts to re-rent it. The former Tenant agrees to be responsible for all rent covering the time until the date of re-assignment.

26. Abandoned Property:

Any personal property left on the premises, including the rental unit, storage unit, laundry areas, or other common areas, after the Tenant has returned his/her keys will be considered abandoned and will be disposed of accordingly. Tenant’s student account may be charged for disposal.

27. Exceptions to Rental Agreement Terms and Conditions:

Only the Director of University Housing and Dining Services or his/her designee can make exceptions to the TERMS AND CONDITIONS of this Rental Agreement.

28. Rental Agreement Review:

This Rental Agreement is subject to review on an annual basis. The University will provide thirty (30) days’ notice prior to the effective date of a new rental agreement.

Lead-Based Paint Warning Statement: Housing built prior to 1978 may contain lead-based paint. Lead from paint, chips and dust can pose serious health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and take action to correct paint hazards in the dwelling. Tenants must also receive a US government approved pamphlet on lead poisoning prevention.

UHDS Disclosure: For many years, UHDS has been applying lead-free paint. Prior to the retirement of a fire in 1978, and the underlying paint may have lead. Tenants agree not to sand, grind, puncture, or disturb any painted surface. In 2010 UHDS removed all surfaces known at the time to contain lead-based paint.