University Housing & Dining Services
Student Family Housing Rental Agreement
Effective July 1, 2018

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 the written agreement of the Executive Director of University Housing & Dining Services. The Rental Agreement is for a space in a Oregon State University, University Housing & 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 moved your belongings into your unit. Failure to sign and return any specific provisions of the Rental Agreement, or require an alternative format, please contact the University Housing and Dining Services Office at 1-800-291-4192, (541) 737-4771, or Housing@oregonstate.edu

1. Terms and Conditions

a. Student Status: At the time the Rental Agreement is signed, the Student must be enrolled at the University and meet minimum standards for satisfactory academic progress, as specified by current academic regulations. The Student must continue to be enrolled each term of the academic year (except for summer session or another academic term at the approval of the Assistant Director of Operations) and meet the above minimum academic standards continuously 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 Student'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.

d. If you have ever been convicted of a felony or any crime involving drugs, alcohol, or a weapon, or if you are required to register as a sex offender, you must disclose the conviction via e-mail to UHDS by emailing uhds.conduct@oregonstate.edu as part of the application process, and truthfully answer all questions regarding the facts of your offense to prove or deny your application. Your disclosure will not necessarily preclude your application from being accepted. OSU will review the circumstances of the conviction and determine whether your application to live in UHDS facilities will be accepted.

2. Occupancy Guidelines

a. Occupancy requirements: All household members listed on the Rental Agreement must be legally related to and reside with the Student. Only the Student and Residents (spouse, domestic partner, and/or legally related dependents in the apartment with the Student of record) named on the Student's Housing Application may occupy the rental unit.

b. Rental Unit Assignments: Rental unit assignments are based upon the Student's date of application and assignment priority status.

c. Maximum Occupancy: No more than two persons per bedroom can reside in any Rental Unit.

d. Transferability of Rental Agreement: In certain circumstances, the Rental Agreement is transferable to the second adult, if any, listed on the original application for Student Family Housing. The new Student must meet and comply with all Student Family Housing eligibility requirements.

3. Assignment Priorities: UHDS staff will assign Students to apartments based on the following priority:

i. By the date the housing waitlist application is received in addition with the below criteria:

1. Students who are single parents with one dependent have first priority for assignment to single bedroom units. Students with a spouse or domestic partner and without dependents have second priority for assignment to single bedroom units. Single graduate students without dependents have third priority for assignment to single bedroom units.

2. Students with dependents' first priority for two bedroom units. Students with a spouse or domestic partner and without dependents have second priority for assignment to two bedroom units. Single graduate students without dependents have third priority for assignment to two bedroom units.

3. Students with three to five dependents have first priority for three bedroom units. Students with two dependents have second priority for assignment to three bedroom units. Students without dependents have third priority for assignment to two bedroom units.

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4. Reporting Changes: The Student is responsible for immediately reporting any changes in student status or resident composition to UHDS as they occur. Changes may affect the Student's rental unit assignment or eligibility for Student Family Housing and the Student may be moved out of Student Family Housing. If a Student is found by UHDS staff to no longer be eligible for Student Family Housing, the Student must take action to return to eligibility or move out within 30 days of being notified of their ineligibility.

5. Transfers Between Units

a. Transfer Requests: Transfer for any reason must be requested in writing and approved by UHDS. The Student's University account must be in good standing. A non-refundable transfer fee of $200 will be billed to the Student's University account to cover the University's estimated administrative costs associated with the transfer.

b. Changes in Residents: UHDS may require the Student to transfer to a different size unit if changes in the Student's household composition place the Student in another rental unit category by occupancy guidelines.

6. Rent Charges

a. Billing: Current rental rates for Family Housing units can be found at http://uhds.oregonstate.edu/housing/room-dining-rates-common-charges

Rent is billed one month in advance to the Student's University account. Payments are to be made to Oregon State University through the Office of Business Affairs.

b. 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 rent payment. Late fees may be assessed to the Student's University account. Interest charges on any unpaid balances will be assessed based on the University's Revolving Charge Account program.

c. Rental 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).

d. Family Housing Association Activity Fee: The monthly rental rate includes an activity fee for support of the Family Housing Association. This fee totals $7 per unit per month.

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, by the Student, to the University at uhds.conduct@oregonstate.edu. All disputes must be submitted within 45 days of the invoiced charges, and will be subject to a decision rendered by a UHDS appeals committee. Should the Resident disagree with the decision of the Appeals Committee, they may request in writing a review by the Executive Director of UHDS or their designee within 30 days of the original decision. The Executive Director's decision is final.
non Payment of Rent: Rent and other charges are billed and collected through the Student's University billing account. Students who do not meet payment obligations may be prohibited from registering for classes and be subject to termination of this Rental Agreement.

6. Utility Charges
Water, sewer, garbage, electricity, internet and expanded basic TV cable services are included in the monthly rent. The Student is responsible for any cost associated with TV cable services, including installation and repair costs for services that are not covered by the service providers. Student is responsible for connecting the basic local internet service with Comcast that is paid for by UHDS.

7. University Responsibilities. The University agrees to keep the Student Family Housing premises in a fit and habitable condition in compliance with applicable laws and regulations. The University will provide: (1) physical facilities, including appliances (stove and refrigerator), in good repair; (2) effective water and weather protection; (3) plumbing in good working order which conforms to applicable code; (4) adequate heating; (5) electrical systems in good working order which conform to applicable code; (6) adequate receptacles for recycling and garbage; (7) an approved and adequate water system capable of supplying hot and cold water; (8) reasonable safety from fire hazards; (9) adequate latches or mechanism for securing windows; and (10) working locks and keys for all outside doors (except for keys for patio doors on terrace-style units that do not have key locks).

8. Locks and Keys. At the time of check-in, the Student will be issued two keys for unit outside doors, one laundry room key, and one mailbox key. The Student agrees to notify UHDS of any lock change and new keys if a key is lost or not returned upon vacating. Requests for an additional key must be approved by UHDS through UHDS Work Management. Installation and use of unauthorized locks on outside doors is prohibited. Keys are not provided for patio doors on the terrace style units.

9. Privacy and Reasonable Access
a. Except in the case of emergency, 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 Student's written request for maintenance or repair will be considered permission to enter the rental unit to conduct the necessary maintenance or repair without further notice. The Student 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 rental units by Students.

10. Student Responsibilities. The Student agrees to: (1) keep all premises under his/her control, including plumbing fixtures and appliances, in a clean condition; (2) report any need for repairs in a timely manner; (3) dispose of all waste in a safe and sanitary manner; (4) use the premises, furnished appliances, and facilities (including common areas, laundry rooms, and outdoor grounds) in a reasonable manner in consideration of the purposes for which the premises are designed and intended; (5) do not tamper with or negligently destroy or remove any part of the premises or knowingly permit others to do so; (6) not 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.

11. Alterations to Unit, Property, and Grounds. 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. Students are not authorized to modify the surfaces of ceilings, floors, molding, and/or walls by any activity that has an impact on surface or structural materials. Small nails and picture hangers in inside walls are permitted. Students are not permitted to paint interior or exterior areas of rental units.

12. Grounds
a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Student Family Housing apartment complex. Students are responsible for the day-to-day care and cleanliness of porches, as well as courtyard and stairwell areas that are adjacent to their rental units.
b. Students and their guests are advised that UHDS reserves the right to use pesticides and herbicides, within the bounds of applicable laws and regulations for the use of these chemicals.

13. Check-In and Check-Out Inspections
a. Check-In: At the time of check-in, the Student will be given an Apartment Condition Report to complete and return within 72 hours after check-in. It is the Student's responsibility to inspect the overall condition of the rental unit and to indicate the overall condition of the unit on the Apartment Condition Report.
b. Check-Out: The Student 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 with the Student and a post-check-out inspection with or without the Student.

c. Cleaning and Damage Charges: The Student agrees to pay for additional cleaning and damages of the Rental Unit, appliances, or facilities above normal wear and tear. Any charges will be billed to the Student's University account and can take up to 30 days to post in order to determine the appropriate cost estimates. A list of common charges may be found at http://uhds.oregonstate.edu/housing/room-dining-rates-common-charges.

14. Personal Property
a. The Student 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 Student furniture or appliances is not permitted in or around trash receptacles or elsewhere on the premises. Disposal of such goods is the Student's responsibility.

15. Peaceful Environment: The Student 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 Students and residents in the area.

16. Overnight Guests
a. Students may not have overnight guests at their rental unit without the prior written approval of the Student's University account. Students must provide UHDS with a written request for maintenance or repair and the written request will be considered permission to enter the rental unit.

17. Extended Absences. The Student must notify UHDS in writing of any anticipated absence of seven (7) days or more. The University may enter the rental unit when reasonably necessary during the extended absence.

18. Future Major Changes. Any changes of the terms of this Rental Agreement as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Rental Agreement.

19. Fire, Safety, and Sanitation: Students 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 their unit do the same.

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

b. Smoke Detectors and Fire Sprinkler Systems: Tampering with smoke detectors and fire sprinkler systems is prohibited. Anyone found tampering with fire equipment or damaging fire equipment, intentionally or accidentally, may face conduct action, a monetary fine, or both. Students are responsible for testing smoke detectors at least every six (6) months and reporting defective detectors immediately. UHDS will supply new batteries and replace smoke detectors as needed. Students may not hang items from sprinkler heads, cover sprinkler heads or pipes associated with sprinkler heads.

c. Combustibles: Use of briquettes, butane, gasoline or gas burning stoves or barbecues within the rental unit is prohibited. Highly combustible or explosive materials (such as fireworks, laboratory chemicals, gunpowder, paints and paint thinners, etc.) cannot be used or stored in 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 prohibited.

d. Candles and Incense: The Student agrees to use all reasonable efforts to be safe in the use of candles and incense.

e. Fire Emergency: In the event of a fire on the premises, everyone must evacuate the rental unit and call 911 for the Corvallis Fire Department or 541-737-2323. The Student must also notify UHDS Maintenance at 541-737-2032.

20. Pet Regulations. Absent registration with and a determination by The Office of Disability Services that an animal constitutes necessary and reasonable accommodation, animals (including pets) are not permitted in Student Family Housing, except for fish or amphibians contained in an aquarium.

21. Smoking. Smoking of any kind, including but not limited to cigarettes, cigars, or pipes, is prohibited inside all Student Family Housing apartments and common buildings (including but not limited to the Community Center, laundry rooms, and storage areas). Effective September 1, 2012 OSU is a smoke-free campus and smoking is prohibited on all OSU property, including internal and external areas of Student Family Housing.

22. Motor Vehicles and Parking
a. Each Student 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 parking spaces and areas and shall not obstruct sidewalks, driveways, driveways, fire lanes or bicycle parking areas.

b. Vehicles without current license plates and inoperable vehicles are prohibited and will be towed at owner's expense. Storage of recreational vehicles and trailers is not permitted.

c. Vehicle repair and changing and/or disposing of vehicle fluids and batteries are not allowed in the parking lot or on the premises.
23. Student Termination of Rental Agreement
a. Cancellation: If Student has signed a rental agreement and has taken occupancy of a Family Housing rental unit, they are required to submit written notice of termination of occupancy at least thirty (30) days in advance.
b. Written Notice: The Student may terminate this Rental Agreement by submitting to UHDS a written “Notice of Intent to Vacate” at least 30 days in advance. The Student agrees to pay rent for the entire time he/she resides in the unit, as well as the entire 30 days’ notice period (regardless of whether they 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 Student’s student status or household composition changes so the Student is no longer eligible for Student Family Housing, UHDS may terminate this Rental Agreement with thirty (30) days written notice.
d. Academic Program Completion: The Student’s eligibility to live in the rental unit shall end thirty (30) days after the end of the month in which the Student completes their academic program. The Student must submit a 30-day vacate notice to UHDS.
e. Abandonment of Premises: If the Student abandons the rental unit, the University will take possession of the rental unit and make reasonable efforts to re-rent it. The former Student agrees to be responsible for all rent covering the time until the date of re-assignment.

24. University Remedies for Non-Compliance
a. Eviction Notices: The University will provide the following notice periods prior to eviction:
   (1) Thirty (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;
   (2) Ten (10) days’ notice for any violation of the OSU Service & Assistance Animal Policy: [link]
   (3) Twenty-four (24) hours’ notice if the Student or someone in the Student’s control seriously threatens to inflict personal injury or inflicts any substantial personal injury upon persons on the premises; recklessly endangers a person on the premises by creating a serious risk of substantial personal injury; inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; intentionally inflicts any substantial damage to the premises on more than one occasion; or commits any act which is outrageous in the extreme on the premises or in the immediate vicinity of the premises. Such an act are acts that a reasonable person in the community would consider to be so offensive as to warrant immediate termination, considering the seriousness of the act or the risk to others.

b. Eviction Service: An eviction will be deemed served on the day it is sent by first class mail to the Student at the rental unit and is securely attached to the main entrance of the rental unit occupied by the Student.

25. Abandoned Property: Any personal property left on the premises, including the rental unit, storage unit, laundry areas, or other common areas, after the Student has returned their keys will be considered abandoned and will be disposed of accordingly. Student’s student account may be charged.

26. Exceptions to Rental Agreement Terms and Conditions: Only the Director of University Housing and Dining Services or their designee can make exceptions to the TERMS AND CONDITIONS of this Rental Agreement. Resident Assistants (RAs), Residence Hall Directors (RHDs), Student Family Housing Community Assistants (OCCAs) are not authorized to modify these TERMS AND CONDITIONS.

27. 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 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 lead-based paint hazards in the dwelling. Students must also receive a US government approved pamphlet on lead poisoning prevention.

UHDS Disclosure: For many years, UHDS has been applying lead-free paint to its apartments. The traditional style Student Family Housing apartments were built prior to 1978, and the underlining paint may have lead. Student agrees not to saw, sand, grind, puncture, or disturb any painted surface. In 2010 UHDS removed all surfaces known at the time to contain lead-based paint.