

Oregon State University | University Housing and Dining Services

Room and Dining Contract 2013-2014

Final version posted March 28, 2013

Introduction: Please read this Contract carefully. It is a legally binding Contract, and contains important information. You may not alter this Contract in any way, without written agreement from the Director of Housing and Dining Services. The Contract is for a space in a University Housing and Dining Services ("UHDS") facility and not for a particular room or type of housing. By signing this Contract, you agree to accept your residence assignment, and understand this assignment may change. Once you receive a key to your assigned residence you are considered to have taken occupancy and will incur charges, regardless of whether or not you have moved your belongings into a room. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Contract and in the UHDS publication *Student Policy and Information Guide*, to be considerate of other residents and to respect the rights of others at all times. The *Student Policy and Information Guide* may be found at: <http://oregonstate.edu/uhds/uhds-policy-guide>, as well as in paper form available at each Residence Hall, Cooperative House, Service Center, and other University Housing and Dining Services offices.

1. Make sure you have all of your questions answered before you sign and submit the Contract form. Remember, ignorance of the law (and this Contract) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Contract.
2. If you have any doubt about the meaning of any specific provisions of the Contract, or require an alternative format, please contact the University Housing and Dining Services Office at 1-800-291-4192, (541) 737-4771, or via email at UHDS@oregonstate.edu.
3. UHDS uses email as the primary method of communication regarding housing Contract matters. Students are responsible for providing UHDS with an accurate email address upon application and frequently checking the students' OSU Network ID (ONID) email accounts during the contract period. UHDS is not responsible for email messages that are not received by the student. If you use an email address other than your ONID account, UHDS will default to emailing ONID email accounts only as of September 24, 2013.
4. By entering into this Contract, you agree that UHDS may use and/or release your OSU ID photo, for housing and dining purposes, within UHDS or to any person determined by UHDS to have a legitimate need for that photo, including without limitation the verification of your identity in connection with UHDS services.

Terms and Conditions

1. General Conditions:

- a. Resident eligibility is outlined below in Section 2. Eligibility is subject to the terms and conditions noted within this Contract as well as all current rules, regulations, procedures and responsibilities that apply to individual residents, including but not limited to those within the Oregon State University ("OSU") undergraduate and graduate catalogs, Oregon Administrative Rules regarding Student Conduct (available online at <http://oregonstate.edu/studentconduct/offenses>), Student Handbooks, and the University Housing and Dining Services *Student Policy and Information Guide*. In the event of any conflict among the foregoing, the terms and conditions of this Contract are controlling.
 - b. This Contract is personal to the Resident ("student") and is not transferable by the Resident. Notwithstanding the foregoing, if a parent or guardian has signed this Contract in addition to the Resident, the Contract will be binding on both parties.
 - c. **Individuals who have been convicted of any of the following crimes must disclose the conviction via email to UHDS@oregonstate.edu as part of the application process: homicide, assault, kidnapping, or sexual offenses pursuant to Chapter 163 of the Oregon Revised Statutes or a similar criminal statute from another jurisdiction; a crime involving a weapon; or a felony involving illegal drugs or controlled substances. OSU will review the circumstances of the conviction and will determine whether the individual's application to live in University Housing and Dining Services facilities will be accepted.**
 - d. **This contract may be signed electronically by the Resident if they are 17 years of age or older without a parent/guardian co-signature. If a Resident is under 17 years of age, a parent/guardian co-signature is required.**
 - e. All residence hall Contracts include a Room and Dining Plan package. There is no room-only option. A Resident who does not indicate a room and/or meal plan type when completing the online application will be assigned a double room and the Preferred Dining Plan, unless the Resident is applying for a Cooperative House.
 - f. Oregon State University, in compliance with state and federal laws and regulations, does not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sexual orientation, or veteran's status in any of its policies, procedures, or practices.
 - g. **Applicants and Residents with qualifying disabilities have the right to request reasonable accommodations or modifications. Requests for accommodations can be made as part of the housing application process via MyUHDS: <http://myuhds.oregonstate.edu>.**
2. **Eligibility:** To be eligible for residence in on-campus housing, individuals must be admitted to and enrolled in Oregon State University ("OSU") and actively pursuing a degree, a University affiliated program, or dually admitted to and enrolled in Linn-Benton Community College ("LBCC") and OSU. Resident shall be deemed in breach of this Contract if he or she is no longer registered for classes at OSU or at LBCC if the Resident is dually-enrolled. As of Fall 2013 OSU has a Live-on Requirement for all new freshman as part of the First Year Experience with details that can be located here: <http://oregonstate.edu/main/firstyear/housing/live-on-requirement>. Individuals who are legally required to register as a sex offender must notify UHDS of their status, and these individuals will not be eligible to live in University Housing and Dining Services facilities.
 3. **Term:** The term of this Contract is for the entire 2013-2014 Academic year, defined as beginning at 8:00 AM on September 24, 2013, or upon Occupancy, whichever occurs first, through 5:00 PM on June 13, 2014.
 4. **Assignment of Space:**
 - a. This Contract is for an assigned space in a residence hall or cooperative house and not for a specific room or bed. This Contract is not a lease agreement.
 - b. UHDS accommodates Resident housing preferences when possible, but does not guarantee assignments based on preferences.
 - c. The Resident is required to pay the published or officially announced rate for the single, double, triple, quad, or cooperative space that is assigned. Specific rate information is available on our website: <http://oregonstate.edu/uhds/rates>.

- d. *The University reserves the right to reassign Residents to another room or residence, or change the occupancy configuration of a room, at any time during the term of this Contract.* Examples of circumstances requiring reassignments include, but are not limited to: consolidating space, conserving energy, protecting the welfare of residents, closing part or all of a residence hall or cooperative, utilizing an ADA designated space for an ADA room accommodation, or other maintenance, economic, or safety reasons.
 - e. **Failure to receive an assignment by mail does not cancel the Contract.** Assignment to a residence hall or cooperative house is contingent upon the University's final acceptance of your admission as a student and on the availability of space.
 - f. Assignments may be based on previous behavior or conduct issues.
 - g. Acceptance of this Contract by UHDS does not confirm admission to the University.
 - h. The University reserves the right to refuse any application in University residence halls and cooperative houses.
5. **Occupancy:** Occupancy means that the Resident has received a key for a specified room and the Resident may then occupy the designated space for the Term of the Contract. Occupancy begins upon issuance of a key to the Resident and ends 24 hours after the Resident completes finals, or at 5:00 PM on the last day of the term, whichever is earlier. Written authorization to the Assistant Director for Operations & Facilities is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or his/her belongings. Residents will be assessed charges for the entire Term of this Contract.
6. **Cancellation of Contract by Resident: All contract cancellations must be in writing, signed by the Resident, in order to be effective.**
- a. **Residents who are currently attending OSU or living in UHDS housing and contract for UHDS housing for 2013-2014 have until May 15, 2013 to cancel their Contract without incurring a Cancellation Fee. New applicants, who are not currently attending OSU, have until August 1, 2013 to cancel their Contracts without incurring a Cancellation Fee.**
 - b. Residents who have a signed Contract with UHDS, participated in formal Greek recruitment, and plan on moving into a University-recognized Greek facility will have until **September 6, 2013 at 5:00 PM** to cancel this Contract without being charged the otherwise applicable Cancellation Fees. Cancellations based on this section received after September 6, 2013 will not be exempt from the Cancellation Fees. Contact the Center for Fraternity and Sorority Life for further information.
 - c. **Failure to cancel the Contract in the form required by the cancellation deadline will result in the following Cancellation Fees, which will be applied to the Resident's University account.** Since it is impractical and extremely difficult to ascertain the amount of actual damages, the cancellation fee represents a reasonable endeavor by the University to estimate fair average compensation for its harm from Resident cancellations. Resident understands and agrees to this cancellation fee.
 - i. **For Residence Halls and Cooperative Houses: The cancellation fee is the full remaining Contract Term after receipt of Cancellation. If cancellation takes place prior to Occupancy, the fee will be assessed equal to the amount of one academic term charge excluding unused Dining Dollars. If cancellation takes place during Occupancy of the Contract Term, the fee will be assessed for the remaining Contract Term excluding unused Dining Dollars. If, at the start of Winter or Spring term, UHDS housing is oversubscribed and students who desire rooms are housed in temporary housing, the previously cancelling student will be refunded the amount of the Contract Term minus the amount for the academic term(s) in which UHDS is oversubscribed and over capacity.**
 - d. **After the relevant cancellation deadline, upon Resident petition, OSU may release the Resident from this Contract under limited circumstances upon receipt of a written letter requesting such extraordinary action accompanied by appropriate documentation. Contract Releases under this section will not be subject to the Cancellation Fee but Residents will be responsible for pro-rated room and board charges that were incurred from the time they took Occupancy until the cancellation. Contract Releases are extraordinary, are not automatic, and may be granted, with appropriate supporting documentation, only under one of the following circumstances:**
 - i. The Resident finds and successfully petitions for a student replacement through University Housing and Dining Services to assume the Resident's obligations under the Contract. The student replacement must not currently have a UHDS application or Contract on file with UHDS, must not be a current resident of UHDS, must not have a Student Conduct Code sanction suspending or denying the student replacement's privilege of living in UHDS, must not have any delinquent housing or dining-related charges, and must meet eligibility requirements for on-campus housing. The student replacement must enter into a UHDS Contract, and must check-in within 14 contract days of the canceling Resident's check-out date or by the first day of classes in Fall Term for a contract cancellation prior to the first day of class. If the student replacement fails to reside in the residence hall or cooperative house for a period of at least 75 contract days, the petitioning Resident will be assessed the Cancellation Fee on a pro-rated basis. For cancellations prior to the Term of this Contract, the student replacement must sign the Contract within 14 days of the cancellation.
 - ii. The Resident is admitted but fails to register for class, or cancels registration.
 - iii. The Resident withdraws from the University, or is dismissed from the University for academic reasons during this Contract Term, unless withdrawal is the result of a disciplinary violation.
 - iv. The Resident completes his or her academic program and graduates from OSU.
 - v. The Resident transfers, pursuant to formal UHDS process, from a University-owned cooperative house, residence hall, the GEM, or Orchard Court Family Housing to a different space within a University-owned cooperative house, residence hall, the GEM or Orchard Court Family Housing.
 - vi. The Resident is enrolled in special academic or dual-enrollment programs (such as veterinary science off-campus research, approved internships, study abroad or other exchange programs) that require them to leave campus and has provided UHDS with written verification of the same from their academic department.
 - vii. If, after signing the Contract, the Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control.
 - viii. The Resident has an unforeseen medical issue which requires the Resident to live off campus, as specifically documented by a licensed healthcare provider.
 - ix. The Resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not available.
 - x. The Resident transfers to the OSU Cascades Campus, OSU Distance Degree Program, or is solely taking OSU online courses, and the Resident moves more than 50 miles from the Corvallis Campus.

7. **Contract Termination (by University):**

- a. UHDS reserves the right to terminate this Contract for any of the following reasons:
 - i. The Resident has not taken Occupancy of the assigned space by noon on the first day of classes, unless the UHDS Office has received written notification prior to the start of the term from the student that he or she will be arriving late. Reassignment of late-arriving students (who do not provide written notice) will be made upon their arrival at the University, as space is available.
 - ii. The Resident does not meet Eligibility requirements.
 - iii. The Resident commits serious or repeated student conduct violations or if it is determined that the Resident poses a direct threat to him/herself, other residents or guests, or to residence hall, cooperative house, or dining center facilities. In this circumstance, a student may be asked to vacate the premises immediately pending a hearing.
 - iv. The Resident is suspended or expelled from the University for disciplinary reasons.
 - v. The Resident owes in excess of \$2200 to the University prior to fee assessment at the start of any term within the same academic year.
 - vi. The Resident is in breach of the terms and conditions of this Contract.
 - b. When a Contract is terminated by UHDS, the Resident may be charged the Cancellation Fee as described in Section 6(c) above from the time of Contract termination, unless the Resident successfully petitions for Contract release as described in Section 6(d), in which case the Resident may be released from the Contract without incurring a Cancellation Fee.
- 8. University Housing and Dining Services Charges and Payments:**
- a. All rates are subject to Oregon University System approval. The Oregon University System reserves the right to change cooperative house room rates, residence hall room rates, and Dining Plan rates during the Contract Term. Rates may be found on the UHDS website: <http://oregonstate.edu/uahds/rates>.
 - b. Rates are based upon a combination of housing type, room type, and Dining Plan and are available on the 2013-2014 Room and Dining Rate sheet at the UHDS office and website. The Resident agrees to pay Oregon State University for housing charges and the cooperative house board bills as indicated on the current rate sheet, including reasonable costs of collecting a delinquent account, and pay interest charges to any University account after the published due dates, at the rate of 12% per year.
 - c. Residents arriving prior to the official move-in day or remaining after the Contract Term will be assessed an additional daily charge pending space availability and written approval by the Assignments and Room Management Coordinator.
 - d. Housing and dining rates will not be prorated if Occupancy is taken on any day during the first week of a term or if the Resident vacates on any day during the last week of a term.
 - e. Charges for each term are billed at the beginning of the term on a Resident's University account. Contact the Accounts Receivable Office at (541) 737-3775 for more information.
 - f. Charges for policy violations, damages, improper checkouts, and contractual noncompliance will be assessed as detailed on the UHDS Common Residence Hall Charges sheet found on the UHDS website: <http://oregonstate.edu/uahds/rates>. Since it is impractical and extremely difficult to ascertain the amount of actual damages, this schedule represents a reasonable endeavor by the University to estimate fair average compensation for any loss that may be sustained. Resident understands and agrees to this charge schedule.
 - g. **Cooperative Houses:** In addition to the Cooperative House room rate, cooperative house members are required to pay separately for their meals and other incidental house fees according to the terms of the individual house agreement. Charges are determined by each house and billed to the Resident by the appropriate cooperative house officers. In addition, some houses have social or activity fees and/or deposits that members are expected to pay each term or year. Details can be obtained from the individual house officers, whose names and contact information are on file with University Housing and Dining Services. In the event of a conflict between the terms of this Contract and the Cooperative House Agreement, the terms of this Contract govern.
Residence Hall Association Activity Fee: All Residents residing in University-owned residence halls are members of the Residence Hall Association (RHA). RHA, via the University Housing and Dining Services billing, charges an annual fee to finance activities and programs for residence hall Residents. The activity fee is included in the room charges.
- 9. Dispute of Charges and Cancellation Fees:** Any dispute over housing or dining charges or Termination or Cancellation Fees assessed to a Resident's University account pursuant to this Contract must be made in writing by the Resident. Appeal petition forms are available and should be completed at <http://myuahds.oregonstate.edu>.
- a. Appeals can only be made after a charge has been assessed to the Resident's University Account, but must be submitted within 45 days of the date of the invoice for the charges.
 - b. Appeals will be subject to a decision rendered by a UHDS Appeals Committee.
 - c. Should the Resident disagree with the decision of the Appeals Committee, they may request in writing a review by the Director of UHDS or his/her designee within 30 days of the original decision. The Director's decision is final.
- 10. Vacation Breaks:**
- a. Break Periods are defined as Winter Break, beginning at 5:00 PM on December 13, 2013 through 9:00 AM on January 5, 2014, and Spring Break, beginning at 5:00 PM on March 21, 2014 through 9:00 AM on March 30, 2014.
 - b. All residence halls and cooperative houses will be open during Winter and Spring break periods at no additional charge.
 - c. All Residents may leave their belongings in their rooms during Break Periods, as long as their UHDS Contract has not been terminated.
- 11. Room Changes:** Room changes are permitted only by written permission of the Resident Director or Cooperative Director with the approval of the UHDS Assignments & Room Management Office.
- a. Room changes are free for the first move and \$75 for each additional move thereafter, per year.
 - b. Residents with approved room changes must vacate the old room and move into the new room within 48 hours of receiving the keys to the new room, or they may be charged for an improper checkout, to change the lock for the room, and an increased rate for the room to cover liquidated damages.
 - c. Residents holding two spaces (occupying the old room while not completing the move to the new room) past 48 hours may be subject to the charges associated for both spaces.
 - d. Unauthorized room changes will result in an improper checkout fee and Residents may be required to move back to the original assignments. Residents who make unauthorized room changes will also be charged the room rate for both rooms until either the room change has been approved and the Resident has completed vacating the originally assigned room, or, the Resident has moved back to the originally assigned room.

e. UHDS reserves the right to restrict room changes at any time.

12. Room Vacancies: If a vacancy occurs in a double, triple, or quadruple room, the remaining Resident(s) must keep the room ready for another resident to move into the room at any time. Definition of a "ready" room can be found at: <http://oregonstate.edu/uahds/changing-rooms>.

- a. If a space is available in a room, UHDS may assign a roommate at any time without prior notification to the remaining Residents.
- b. The room must have half of all the furnishings and space available for a new resident to move in at any time.
- c. When a Resident leaves for breaks, rooms with vacancies *must* be ready for a roommate.
- d. Any room determined to not be ready for a roommate at any time will be deemed a breach of this Contract and the Resident hereby agrees to pay a fee for a higher room rate (a double-as-a-single or triple-as-double) to compensate the University for its inability to rent the room to another Resident. The Resident also agrees to immediately return the room to a state that is ready for a roommate. If the room is returned to a state that is deemed ready by UHDS, the charges will be returned to the original rate from that date forward. Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as a failure to comply with the terms and conditions of this Contract and the Resident hereby agrees to pay the University reasonable compensation as described above retroactive to when the previous Resident roommate vacated the room. Additionally, failure to maintain a room in a state ready to receive a roommate, failure to accept a roommate or failure to accept reassignment to another room may result in conduct action.
- e. Residents agree not to create or maintain an unwelcoming, hostile, or intimidating environment with the intent to drive out a roommate. Violating this agreement will be considered, along with other breaches of this contract, a disciplinary issue resulting in possible behavioral sanctions as well as financial responsibility for Termination and Cancellation Fees.

13. Moving Out:

- a. Each Resident must remove all personal belongings from his or her room and building storage when the Occupancy period ends or this Contract is terminated. The room must be cleaned and all keys returned to their respective service center prior to move out being complete. Remaining personal items will be considered abandoned and will be sent to OSU Surplus for public auction or disposal. Residents will be charged for housing and dining until they have completed the entire checkout process.
- b. The completion of the entire checkout process ends with the Resident turning in the room/suite key(s) to their respective service center.
- c. During checkout, Residents may be present for an initial staff inspection of the final room condition; however the initial inspection is informational in nature and is not the final determination of room condition. All rooms are inspected after the Resident vacates the room and this inspection may result in damage charges, regardless of whether the Resident is present at the time of inspection.
- d. The Resident agrees to pay for keys not returned and to cover the cost of extra housekeeping service to remove personal belongings or to clean the room after the Resident has vacated. The Resident agrees that the University may determine these charges in its sole discretion and the University will calculate the charges to reasonably compensate for any damages based on its Common Residence Hall Charges Sheet, located at <http://oregonstate.edu/uahds/rates>.
- e. Residents who do not intend to live on campus for Winter Term must vacate by 5:00 PM on December 13, 2013 and Residents who do not intend to live on campus for Spring Term must vacate by 5:00 PM on March 21, 2014. If a Resident fails to do this they are subject to a \$250 Extended Occupancy fee.
- f. Failure to vacate by the time and date required may result in charges calculated to reasonably compensate the University for damage incurred by the delay, in addition to prorated Room and Dining charges, unless the Resident withdraws from OSU after the times and dates listed in Section 13(e). The Resident agrees to pay these term charges, available on the UHDS website: <http://oregonstate.edu/uahds/rates>.
- g. If a Resident withdraws from OSU and moves his/her belongings out, but has not completed the checkout process, UHDS reserves the right to re-key the room at the Resident's expense and reassign the room to another resident. A failure to complete the checkout process may result in University-determined charges to reasonably calculate the University's damages as set forth in the Common Residence Hall Charges Sheet, located at <http://oregonstate.edu/uahds/rates>.

14. Dining Plan Policy (Residence Hall Residents Only):

- a. As long as the Resident has an effective Contract in place, Dining Plan balances carry over from term to term but must be used by the end of Spring Term 2014.
- b. No refunds will be available for unused Dining Plan amounts at any point, regardless of balance upon termination or completion of this Contract. Balances remaining at time of cancellation or transfer to a Cooperative House will not be available for use.
- c. Residents who cancel this Contract will be billed for excess use if spending exceeds the allocated amount on the date of cancellation.
- d. Residents may change to a higher Dining Plan if they begin to run low on dining dollars at any time during the term, and may change to a lower Dining Plan at any time prior to June 1, 2014 if they anticipate a large remaining balance. Residents may also choose to add money to their OSU Orange Rewards (administered by the ID Center) at any time using cash, check, Visa, MasterCard or debit card. Dining Plan changes may take as long as 48 hours to be reflected on an account, so Residents are encouraged to request the change before their account balance reaches \$0.00.
- e. All Dining Plans initiated at the start of Fall 2013 include a required Orange Rewards component of \$100.00. For details on the Orange Rewards program, see: <http://oregonstate.edu/orangerewards/>.

15. Injury or Property Loss: The University is not responsible for loss or damage to personal property or for any injury to Resident or a guest of the Resident in University Housing and Dining Services facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes, unless it was solely a result of the University's negligence. Residents are strongly encouraged to carry personal property or renter's insurance. Residents are also strongly encouraged to remove all valuable items from the room during break periods. Any claims regarding property loss or injury will be referred to the University Office of Risk Management.

16. Force Majeure: UHDS failure to perform any term or condition of this contract 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 contract.

17. Responsibility of Resident for the Facilities:

- a. Care and maintenance of facilities:**
- i. Each Resident is provided with a room key and an outside door key or electronic access through the Resident's OSU student ID card and will be held responsible for loss of these devices.
 - ii. All residence hall and cooperative house Residents agree to update and accept their Room Condition via <http://myuhds.oregonstate.edu> within 72 hours of taking Occupancy. Any damages not declared on the Room Condition will be the responsibility of the Resident and may result in a charge upon move out.
 - iii. Each Resident is financially responsible for all facilities, fixtures, and items provided for their use.
 - iv. Any damage associated with a Resident's service or assistance animal may be applied to the Resident.
 - v. Residents may be charged for cleaning of the room and for any change in the general condition of University property that is not the result of normal wear and tear.
 - vi. Condition of the University property will be determined upon final inspection of the room by UHDS staff.
- b. Charges for loss or damage:**
- i. Charges for loss or damage caused by a Resident will be assessed by UHDS on the Resident's University account, and must be paid promptly. Resident agrees in advance to the charges listed in the UHDS Common Residence Hall Charges Sheet, located at <http://oregonstate.edu/uhds/rates>. Resident further agrees to pay the other charges listed in this section, which the University will calculate to reasonably compensate it for its loss.
 - ii. Charges for the loss of equipment and damages or defacement of any area in common use (such as lounges, recreation rooms, corridors, bathrooms, etc.) will be assessed against the Resident(s) or student government unit.
 - iii. Damages in common areas may be divided and charged on a pro-rated basis to each Resident in the living community.
 - iv. Charges for damage, insufficient cleaning, improper checkout, and lost keys during the Contract period will be billed to the Resident's University account.
- c. Painting, repair, and remodeling restricted:**
- i. Residents are encouraged to personalize their rooms but are not permitted to paint, repair, or remodel their room or public areas in residence halls and cooperative houses without prior written permission from UHDS.
 - ii. Furniture and mattresses are not to be moved from one room to another. A service charge will be assessed, and possible disciplinary action may be taken, if furniture is moved from other Resident rooms or public areas into a Resident's room.
- 18. Safety and Security:** The Resident agrees to take primary responsibility for his or her own safety and security, and to support the safety and security of fellow residents, the buildings, and dining areas. The University and University Housing and Dining Services will work cooperatively with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Resident agrees to read and abide by security policies and precautions stated in the UHDS publication *Student Policy and Information Guide*, and other OSU safety and security publications that are made available.
- 19. Room Entry:** Resident agrees that UHDS may enter, and UHDS reserves the right to enter, rooms with or without notice for reasons including, but not limited to:
- a. Provision of maintenance and housekeeping services.
 - b. Preparation of space for a new Resident.
 - c. Inspection of room conditions upon vacancy of a Resident, for health and safety reasons during break periods, or for sanitation, security, or safety reasons.
 - d. Elimination of nuisances.
 - e. When reasonable cause exists to indicate a violation of established conduct or health and safety standards.
- 20. Community Standards and Prohibited Items:** The Resident agrees to abide by all OSU and UHDS policies and community standards, as stated in the UHDS *Student Policy and Information Guide* (<http://oregonstate.edu/uhds/uhds-policy-guide>), and in the *OSU Student Conduct Regulations* (<http://oregonstate.edu/studentconduct/offenses>). Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.
- 21. Exceptions to Contract Terms and Conditions:** Only the Director of University Housing and Dining Services or his/her designee authorize to modify the TERMS AND CONDITIONS of this Contract. Resident Assistants (RAs), Residence Hall Directors (RDs), and Cooperative House Directors (CDs) are not authorized to modify these TERMS AND CONDITIONS.
- 22. Applicable Law:** This Contract is governed by and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Resident that arises out of or relates to this Contract must be brought and conducted solely and exclusively within the Circuit court for Benton County, for the State of Oregon.
- 23. 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.
- 24. Effect of Signature:** By entering this Contract, you certify that you have read all the terms and conditions of the University Housing and Dining Services 2013-2014 Room and Dining Contract and agree to the terms stated therein.

**RESIDENT COPY
DO NOT SIGN THIS COPY**

KEEP FOR YOUR RECORDS