

University Housing and Dining Services Student Family Housing Rental Agreement

Effective July 1, 2015

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 Director of University Housing and Dining.* The Rental Agreement is for a space in a 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 moved your belongings into your unit. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Rental Agreement and in the UHDS publication *Family Housing Policy and Information Guide*. Additional rules specific to OSU family housing are set out in Oregon Administrative Rules 576-16-000 through 576-16-060. All terms used in this Rental Agreement are to be construed consistent with the definitions and terms in these OARs.

1. Make sure you have all of your questions answered before you sign and submit the Rental Agreement form. Remember, ignorance of the law (and this Rental Agreement) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Rental Agreement.
2. If you have any doubt about the meaning of 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
3. UHDS uses email as the preferred, primary method of communication regarding housing rental agreement matters. Students are responsible for providing UHDS with an accurate email address upon application and frequently checking ONID email accounts during the agreement period. UHDS is not responsible for email messages that are not received by the student. UHDS email communications will only be to ONID accounts.

Terms and Conditions

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 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;
- d. Criminal History:** *Individuals who have been convicted of any of the following crimes must disclose the conviction via email to Housing@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. Individuals who are legally required to register as a sex offender are not eligible to live in University Housing & Dining Services Facilities.*

2. Occupancy Guidelines

- a. Occupancy Requirements:** 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 rental unit.
- b. Assignment Priority:** First priority for all rental units is reserved for students with one or more Dependent children, depending on availability, the number of Tenant's household members and Tenant's bedroom unit eligibility.
- c. Rental Unit Assignments:** Rental unit assignments are based upon the Tenant's date of application and assignment priority status.
- d. Maximum Occupancy:** No more than two adults can occupy 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. No more than two persons per bedroom can reside in any Rental Unit.
- e. Transferability of Rental Agreement:** The Rental Agreement is transferable to the second adult listed on the original application for Student Family Housing. The new Tenant must meet and comply with all Student Family Housing eligibility requirements. The former and new Tenant's University account must be current and in good standing prior to transfer of the Rental Agreement.
- f. Accessible Units:** Priority for the designated wheelchair accessible rental units is reserved for Tenants meeting Student Family Housing eligibility requirements who have registered with Disability Access Services, which has determined the need for reasonable accommodation. Where a disabled Tenant needs an accessible unit and will take priority over a non-disabled Tenant currently residing in an accessible unit, the University will attempt to provide reasonable notice. The University will make a reasonable effort to offer an alternative assignment to the displaced Tenant, but does not guarantee reassignment. Should Tenant find himself/herself in this situation, he/she agrees to relocate to the first suitable rental unit that becomes available after the University gives a 30-day notice.

3. Maximum Tenancy. The Tenant is eligible to stay in the rental unit for a maximum of four (4) calendar years from the first date of occupancy, plus the balance of any academic term that has commenced before the end of the four year period. As long as one of the adults named on the original Rental Agreement is an eligible Tenant, the tenancy is eligible to be extended to the full four year maximum. Nothing in this section is intended to alter the fact that this Rental Agreement creates a month-to-month tenancy.

4. Reporting Changes. The Tenant is responsible for promptly reporting any changes in student status OR resident composition to UHDS as they occur. Such changes may affect the Tenant's rental unit assignment or eligibility for Student Family Housing.

5. Transfers Between Units

- a. Transfer Requests:** Transfers can be requested after six months of residency in Student Family Housing. Transfer for any reason must be requested in writing and approved by UHDS. The Tenant's University account must be in good standing. A non-refundable transfer fee 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 size unit if changes in residents place the Tenant 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://oregonstate.edu/uahds/family-housing-rates>. Rent is billed one month in advance to the Tenant's University account. Payments are to be made to Oregon State University through the Office of Business Affairs.
- b. 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.
- 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 \$5 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. Appeal petition forms are available at your Service Center and at the central UHDS office. **Appeals must be submitted within 45 days of the invoiced charges**, and will be subject to a decision rendered by a UHDS appeals committee.

- f. Non Payment of Rent:** Rent and other charges are billed and collected through the Tenant'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.

7. 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 for these services that are not covered by the service providers. Tenant is responsible for establishing internet service though paid for by the University.

8. University Responsibilities.

- The University 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.
- a.** 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 removal of 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 mechanisms for securing windows; and (10) working locks and keys for all outside doors (except for keys to patio doors on terrace-style units that do not have key locks).
 - b.** The University is not responsible for the continuation of the above services at normal levels in the event of an "act of nature"; strike of public employees or suppliers' employees; electric, sewer or water interruptions from off-campus sources; or any other causes beyond the control or reasonable anticipation of the University.

9. 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 will be charged for a 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.

10. Privacy and Reasonable Access

- a.** Except in the case of emergency, the University will generally give at least 24-hours 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 further 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 rental units by Tenants.

11. Tenant Responsibilities. The Tenant 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 they were designed and intended; (5) not deliberately 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.

12. 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. Tenants are not authorized to modify the surface of ceilings, floors, molding, and/or walls by any activity that has an impact on surface 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.

13. Grounds

a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Orchard Court Student Family Housing apartment complex. Tenants 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. UHDS reserves the right to use pesticides and herbicides, within the bounds of applicable laws and regulations for the use of these chemicals.

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 to complete and return within five (5) days after check-in. 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 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 additional cleaning and damages of the Rental Unit, appliances, or facilities above normal wear and tear. Any charges will be billed to the Tenant's University account. A list of common charges may be found at <http://oregonstate.edu/uahds/rates>.

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 for less than two (2) 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 when reasonably 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, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Rental Agreement.

20. Fire, Safety, and Sanitation: 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 do the same.

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

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. Tenants are responsible for testing smoke detectors at least every 6 months and reporting defective detectors immediately. UHDS will supply new batteries and replace smoke detectors as needed. Tenants may not hang items from sprinkler heads, cages covering the 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 Tenant 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, the Tenant must evacuate the rental unit and call **911** for the Corvallis Fire Department or 541-737-7000 for the Office of Public Safety. The Tenant must also notify the Orchard Court manager at 541-737-7794, or UHDS Maintenance at 541-737-2032.

reasonable accommodation, pets are not permitted in Student Family Housing, except for fish or amphibians contained in an aquarium. Maximum aquarium size is 29-gallons, containing no more than 10 gallons of water.

21. Smoking. Smoking of any kind, including but not limited to cigarettes, cigars, or pipes, is prohibited inside all Orchard Court 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 Tenant is provided one parking permit for use in the apartment parking lot. Additional parking is available on area streets. Parking at Orchard Court is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, fire lanes or bicycle parking areas. 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.

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

23. 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 their 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 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 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 vacate notice to UHDS.

e. End of Maximum Residency Period: The Tenant's eligibility to live in the rental unit will end at the completion of his/her four (4) year maximum eligibility period. The Tenant will be permitted to stay for the remainder of the academic term in which the end of his/her eligibility falls. The Tenant must submit a 30-day vacate notice to UHDS.

f. 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.

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 keeping an unauthorized pet capable of causing damage to persons or property, as defined by ORS 90.405;

(3) Twenty-four (24) hours notice if the Tenant or someone in the Tenant's control seriously threatens to inflict personal injury or inflicts any substantial personal injury upon persons on the premises other than Tenant; recklessly endangers a person on the premises other than the Tenant 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 is one that listed in ORS 90.396(1)(f) (or those that are similar in degree) and 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 Tenant at the rental unit and securely attached to the main entrance of the rental unit occupied by the Tenant.

25. 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.

26. 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 Contract. Resident Assistants (RAs), Residence Hall Directors (RDs), Orchard Court 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. 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 to its apartments. The traditional style Orchard Court apartments were built prior to 1978, and the underlying paint may have lead. Tenant agrees not to saw, sand, grind, puncture, or disturb any painted surface. In 2010 UHDS removed all surfaces known to contain lead-based paint.