

# Oregon State University | University Housing and Dining Services

## Room and Dining Contract Summer Session 2017

Final version posted April 17, 2017

**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 Executive Director of University 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 or move personal belongings into your room (whichever comes first) you are considered to have taken occupancy ("Occupancy") and will incur charges. 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://uhds.link/policy-guide>, as well as in paper form when requested at the University Housing and Dining Services Administrative 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 [housing@oregonstate.edu](mailto:housing@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 student's 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 April 17, 2017.

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### 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, OSU Policies regarding Student Conduct, including the Student Conduct Code, (available online at <http://studentlife.oregonstate.edu/studentconduct/>), 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. ***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](mailto:uhds.conduct@oregonstate.edu) as part of the application process. Your failure to provide complete, accurate and truthful information will be grounds to revoke 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 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 residential 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 based on space availability and will be defaulted into a Double Room in Bloss Hall and Dining Plan #2.
  - f. OSU, in compliance with applicable 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 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://uhds.link/myuhds>.***
  - h. 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.
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. The Resident shall be deemed in breach of this Contract if they are no longer registered for classes at OSU or at LBCC if the Resident is dually-enrolled. Individuals who are legally required to register as a sex offender must notify UHDS of their status, and these individuals may not be eligible to live in University Housing and Dining Services facilities and will be subject to additional review.
  3. **Term:** The term of this Contract is for Summer Session 2017, defined as beginning with the start of the first session the Resident is enrolled in summer classes, or upon Occupancy, whichever occurs first, through the end of summer session. The maximum duration of Summer Session is June 18, 2017 – September 8, 2017. Students who do not have a signed contract with UHDS for 2017-2018 will not be able to stay past September 8, 2017.
  4. **Assignment of Space:**
    - a. This Contract is for an assigned space in a residence hall 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, or quadruple space that is assigned. Specific rate information is available on our website: <http://uhds.oregonstate.edu/housing/summer-housing>
  - 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, utilizing an ADA designated space for an ADA room accommodation, or other maintenance, economic, behavioral or safety reasons.
  - e. **Failure to receive an assignment notification by email does not cancel the Contract.** Assignment to a residence hall 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 to live in University residence halls.
  - i. Animals are not permitted in residence halls, except as authorized under the OSU Service & Assistance Animal Policy: <http://oregonstate.edu/accessibility/serviceanimalpolicy#serviceanimals>.
5. **Occupancy:** Occupancy means that the Resident has received a key for a specified room and/or has moved personal belongings into the room (whichever occurs first). Occupancy is for the Term of the Contract, and ends 24 hours after the Resident completes finals, or at 5:00 PM on the last day of the term, whichever is earlier. Residents who are enrolled in Fall 2017 classes and have an active signed contract with UHDS for 2017-2018 are allowed to remain in their summer assignment through the end of the summer session on September 8, 2017 until they transition to their Fall 2017 assignment the afternoon of September 8, 2017. Residents who want to maintain occupancy in their 2017-2018 assignment from September 9, 2017 to September 17, 2017 must sign up with UHDS and pay a \$22 per day early arrival fee. Written authorization to the Assistant Director for Operations is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or their 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, from the Resident, and delivered to [Housing@oregonstate.edu](mailto:Housing@oregonstate.edu) from the Resident's ONID account in order to be effective.**
- a. **Summer Session applicants who cancel after June 1, 2017 will be charged a \$500.00 Cancellation Fee, which will be applied to the Resident's University account.** Applications received after June 1<sup>st</sup> will have 1 week within notification of assignment to cancel without being subjected to the \$500 Cancellation Fee.
  - b. **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 is admitted but fails to register for class, or cancels registration.
    - ii. 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.
    - iii. The Resident completes their academic program and graduates from OSU.
    - iv. The Resident transfers, pursuant to formal UHDS process, from a University-owned residence hall, the GEM, or Orchard Court Family Housing to a different space within a University-owned residence hall, the GEM or Orchard Court Family Housing.
    - v. 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.
    - vi. If, after signing the Contract, the Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control.
    - vii. The Resident has an unforeseen medical issue which requires the Resident to live off campus, as specifically documented by a licensed healthcare provider.
    - viii. The Resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not available.
    - ix. 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 they 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 their self, other residents or guests, or to residence hall, 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 above from the time of Contract termination, unless the Resident successfully petitions for Contract release as described in Section 6(b), in which case the Resident may be released from the Contract without incurring a Cancellation Fee and may or may not incur dining plan charges.

8. **University Housing and Dining Services Charges and Payments:**

- a. All rates are subject to the Oregon State University Board of Trustees approval. The Board of Trustees reserves the right to change residence hall room rates, and Dining Plan rates during the Contract Term. Rates may be found on the UHDS website: <http://uhds.oregonstate.edu/housing/summer-housing>
  - b. Rates are based upon a combination of housing type, room type, and Dining Plan and are available at the UHDS office and website. The Resident agrees to pay Oregon State University for housing charges 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 of \$22 per day pending space availability and written approval by the Assignments and Room Management Coordinator.
  - d. 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.
  - e. 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://uhds.link/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.
  - f. Returning residents and OSU students who contract for the 2017-2018 academic year after completing a Summer 2017 contract are eligible for up to a \$300 discount on their Summer 2017 room rate for stays of 8 weeks or longer during the Summer Session. Transfers from other institutions and new students are not eligible for this discount. Discount will be applied to student accounts once during the Summer Term. If a student moves out of the halls midterm/year and breaks their contract for 2017-2018 this discount is forfeited.
- 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://uhds.link/myuhds>.
- 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 Executive Director of UHDS or their designee within 30 days of the original decision. The Executive Director's decision is final.
- 10. Room Changes:** Room changes are permitted only by written permission of the Resident Director with the approval of UHDS Operations Staff.
- a. Room changes are free for the first move and \$75.00 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.
- 11. Room Vacancies:** If a vacancy occurs in a double, triple, or quadruple occupancy room, the remaining Resident(s) must keep the room clean and ready for another resident to move into the room at any time. In buildings with suites (Tebeau, Halsell, Bloss, West, and International Living-Learning Center), this requirement includes the common suite space as well. Definition of a clean and ready room may be found at: <http://uhds.link/moving-out>
- 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 at least one set 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 Student Conduct sanctions as well as financial responsibility for Termination and Cancellation Fees.
- 12. Moving Out:**
- a. Each Resident must remove all personal belongings from their room 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 move out process. More information about this process is available on our website: <http://uhds.link/moving-out>
  - b. The completion of the entire move out process ends with the Resident turning in the room/suite key(s) to their respective service center.

- c. During move out, 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 custodial 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://uhds.link/rates>.
  - e. 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 6. The Resident agrees to pay these term charges, available on the UHDS website: <http://uhds.link/rates>.
  - f. If a Resident withdraws from OSU and moves their belongings out, but has not completed the move out 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 move out 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://uhds.link/rates>.
13. **Dining Plan Policy:** All Summer Term residents will have Dining Plan 2 or 4. Any dining plan funds remaining at the end of a student's Summer Term Contract will "rolled over" into a plan that provides a 25% discount for students who sign a UHDS contract to live on campus for 2017-2018, and 10% discount for residents who don't sign a UHDS contract to live on campus for 2017-2018. These "roll over" funds must be used by Friday June 15, 2018 at 5 PM. Any remaining "roll over" dining plan funds after this date will be forfeited and not refunded. Residents may choose to add money to their "Orange Rewards" or OSU Card Cash plans (administered by the ID Center) at any time using cash, check, Visa, MasterCard or debit card. There are two dining plans for summer session, Dining Plan 2 and 4, and the amount you receive is based on your contract duration.
14. **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.
15. **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.
16. **Responsibility of Resident for the Facilities:**
- a. **Care and maintenance of facilities:**
    - i. Each Resident is provided with a room and/or suite key and electronic exterior access through the Resident's OSU student ID card and will be held responsible for loss of these devices.
    - ii. Residents agree to update and accept their Room Condition via <http://uhds.link/myuhds> within one (1) week 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 charged 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://uhds.link/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 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.
17. **Safety and Security:** The Resident agrees to take primary responsibility for their 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 applicable OSU safety and security publications.
18. **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 custodial 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.
    - f. To prevent abuse or destruction of University property.
  19. **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://uhds.link/policy-guide>, and in the *OSU Student Conduct Regulations*: <http://studentlife.oregonstate.edu/studentconduct/>. Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.
  20. **Exceptions to Contract Terms and Conditions:** Only the Executive Director of University Housing and Dining Services or their designee are authorized to modify the TERMS AND CONDITIONS of this Contract and must be done so in writing. Resident Assistants (RAs), and Resident Directors (RDs) are not authorized to modify these TERMS AND CONDITIONS.
  21. **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.
  22. **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. **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 Summer 2017 Room and Dining Contract and agree to the terms stated therein.
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**RESIDENT COPY  
DO NOT SIGN THIS COPY**

**KEEP FOR YOUR RECORDS**