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 occupancy period. You have taken an assignment for a space in the University Housing and Dining Policy and Procedures Guide (the “Policy Guide”). This Rental Agreement is a legally binding and enforceable Agreement, regardless of whether or not you have moved your belongings into your unit. You also agree to familiarize yourself with and comply with all University policies governing occupancy, including those set forth in the Policy Guide and in the Housing and Dining and University Housing and Dining Services (UHDS) Student Family Housing and Disruptions to the peaceful enjoyment of the rental units by Tenants

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 UDS or OSU office. At any time when the Tenant is no longer eligible to enroll or to reside in University Housing & Dining Services Facilities. The University will notify the Tenant in writing of the reason for the denial or discontinuance of this Agreement.
   d. Criminal History: Individuals who have been convicted of any of the following crimes must disclose the conviction via email to the Housing and Dining Office.

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 tenant's 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 availability.
   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. Each Tenant shall be assigned a number of keys for any reason displaced Tenant, but does not guarantee replacement. Should Tenant find himself/herself in this situation, he/she agrees to relocate to the first available unit that becomes available after the University gives a 30-day notice. No more than two persons can occupy a Rental Unit.
   e. Transferability of Rental Agreement: The Rental Agreement is transferable to a Family housing, or to another Family housing if the first Family housing unit is not able to accept a new Family housing agreement. The second adult may reside with the Tenant for a maximum of 2 calendar years from the first date of occupancy. Requests for an additional adult must be made in writing, by the student. Appeal petition forms are available at the Tenant’s University account. Appeals must be submitted within 45 days of the invoiced charges, and will be subject to review of the Housing and Dining Office. Non-payment of Rent: Rent and other charges are billed and collected through the University's Revolving Charge Account program.
   f. Dispute of Charges: Any dispute over housing or dining charges assessed to a student's account (excluding cancellation charges) must be made in writing, by the student. Appeal petition forms are available at the Tenant’s University account. Appeals must be submitted within 45 days of the invoiced charges, and will be subject to review of the Housing and Dining Office. Non-payment of Rent: Rent and other charges are billed and collected through the University's Revolving Charge Account program.
   g. The Tenant is responsible for all penalties and interest due. The University is not responsible for any late payments due to fault of the University or an agent or agent's assistant or employee of the University.
   h. The Tenant is responsible for any damage or destruction caused by the Tenant or any family members.
   i. The Tenant is responsible for returning the unit in a safe and sanitary condition.
   j. The Tenant is responsible for communicating with the University in a timely manner.
   k. The Tenant is responsible for maintaining the unit in a safe and sanitary condition.
   l. The Tenant is responsible for any smoke damage or fire damage to the unit.
   m. The Tenant is responsible for any loss or damage to personal property.
   n. The Tenant is responsible for any unauthorized locks.

3. Maximum Tenancy
   a. The Tenant is eligible to stay in the rental unit for a maximum of 36 months from the first date of occupancy, including any extension 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.
   b. Reporting Occupancy Changes: The Tenant will be issued two keys for unit outside doors, one laundry room key, and one mailbox key. The Tenant will be charged a lock change and new keys if a key is lost OR not returned. The Tenant will be responsible for any excess charges further to the University through UHDS Work Management. Installation and use of unauthorized locks on outside doors is prohibited. Keys are not provided for any non-residential or non-family use.

4. Privacy and Reasonable Access
   a. Except in the case of emergency, the University will generally give at least 24 hours notice prior to entering the Tenant's unit. The University reserves the right to enter the unit at reasonable times and in a reasonable manner. 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.

5. Transfers Between Units
   a. Transfer Requests: Transfers can be requested after six months of residency. Transfers are reviewed by the Housing and Dining Office and must be approved 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 administrative costs associated with considerations.
   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 https://uhds.ohs.edu/housing/family-housing/.
   b. 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).
   c. Family Housing Association Activity Fee: The monthly rental rate includes an activity fee for support of the Family Housing Association. This participation is optional for the Tenant.
   d. Disharge: Any dispute over housing or dining charges assessed to a student's account (excluding cancellation charges) must be made in writing, by the student. Appeal petition forms are available at the Tenant’s University account. Appeals must be submitted within 45 days of the invoiced charges, and will be subject to review of the Housing and Dining Office. Non-payment of Rent: Rent and other charges are billed and collected through the University's Revolving Charge Account program.
   e. The Tenant is responsible for promptly reporting any unauthorized presence or activity in the unit to the University.
   f. The Tenant is responsible for communicating with the University in a timely manner.
   g. The Tenant is responsible for maintaining the unit in a safe and sanitary condition.
   h. The Tenant is responsible for any smoke damage or fire damage to the unit.
   i. The Tenant is responsible for any loss or damage to personal property.
   j. The Tenant is responsible for any unauthorized locks.

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 costs for services that are not covered by the service providers. Tenant is responsible for establishing internet service through paid for by the University.
   b. The University is not responsible for any power surges or outages that may occur.
   c. The University is not responsible for any other power surges or outages that may occur.
   d. 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 or water interruptions from off-campus sources; or any other causes beyond the control or reasonable anticipation of the University.

8. Tenancy Responsibilities
   a. The Tenant will not unreasonably withhold access to the rental unit.
   b. The Tenant will not unreasonably withhold access to the rental unit.
   c. The Tenant will not unreasonably withhold access to the rental unit.
   d. The Tenant will not unreasonably withhold access to the rental unit.
   e. The Tenant will not unreasonably withhold access to the rental unit.
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   g. The Tenant will not unreasonably withhold access to the rental unit.
   h. The Tenant will not unreasonably withhold access to the rental unit.
   i. The Tenant will not unreasonably withhold access to the rental unit.
   j. The Tenant will not unreasonably withhold access to the rental unit.

9. University Responsibilities
   a. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   b. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   c. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   d. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   e. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   f. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   g. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   h. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   i. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.
   j. The University agrees to keep the Student Housing units in a safe, sanitary, pleasant, and habitable condition in compliance with applicable code; (4) adequate heating; (5) electrical systems in good working order; (6) adequate water supply and service; (7) good quality and in a reasonable manner.

10. Terms and Conditions
   a. This Rental Agreement contains all of the terms and conditions of the Agreement, and no oral agreements or understanding shall be binding upon the Tenant or University, except as otherwise filed 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 administrative costs associated with considerations.
   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.

University Housing and Dining Services
Student Family Housing Rental Agreement
Effective July 1, 2015
20. Pet Regulations. Absent registration with and a determination by the Office of Disability Services that a service animal is necessary and reasonable accommodation, pets are not permitted in Student Family Housing, except for fish or amphibians contained in an aquarium. Maximum aquarium size is 20 gallons with the inhabitant's personal use of the aquarium not exceeding 10 gallons.

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.optimizer (limited for residential, laundry, and storage areas). Effective September 2013, OSU is a smoke-free campus and smoking is prohibited on all OSU property, including University-owned vehicles.

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. Vehicles for 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. Discretionary: If a 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 thirty (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 that 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 agrees to 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 notice vacate 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 remaining obligations 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 are applicable.

(2) Ten (10) days’ notice for keeping an unauthorized pet capable of causing damage to persons or property, as defined by ORS 90.405; and

(3) Ten (10) days’ notice to the Owner or someone the Owner designates in writing for a violation of any terms, conditions or agreements contained 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 eviction.

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 outside door of the unit, or mailed to the Tenant at the University account.

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 vacated the unit will be considered abandoned and will be disposed of accordingly. Tenant’s student account may be charged for disposal.

26. Procedure for 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. Requests in writing must be submitted to the Orchard Court Community Assistants (OCCAs) who are 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.

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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 1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive the following pamphlet: "Lead-Based Paint: A Guide for Tenants.

UHDS Disclosures: 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 underpaint 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.