

Oregon State University | University Housing & Dining Services

Apartment Housing Contract Fiscal Year 2022

Effective July 1, 2021

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 the written agreement of the Executive Director of University Housing & Dining Services. The Contract is for a space in University Housing & Dining Services apartment housing communities and not for a specific apartment or particular type of apartment. (For purposes of this Contract only, we refer to the space you are assigned as "apartment".) By signing this Contract, 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 apartment, regardless of whether or not you have moved your belongings into your apartment. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Agreement and in the UHDS publication Student Policy and Information Guide, to be considerate of other students 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 & Dining Services Administrative Offices. Additional rules specific to OSU family housing are set out in OSU Policy 576-016, Student Family Housing.

1. Make sure you have all of your questions answered before you sign the Contract. 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 & Dining Services Office at 1-800-291-4192, (541) 737-4771, or Housing@oregonstate.edu
3. UHDS uses email as the primary method of communication regarding housing contract matters. Once a student applies for housing, the default email address used for all correspondence will be the student's OSU Network ID (ONID), which is the official Oregon State email account. Students are responsible for frequently checking their Oregon State email account. UHDS is not responsible for email messages that are not received by the student.

Terms and Conditions

1. Eligibility

- a. Student Status:** At the time the Contract is signed as well as at the time a specific space is offered, the Student must be enrolled at the University and meet minimum standards for satisfactory academic progress, as specified by current academic regulations. The Student must continue to be enrolled each term of the academic year (except for Summer Session or another academic term at the approval of the Assistant Director of Operations) and meet the above minimum academic standards continuously while residing in UHDS Apartment Housing. Postdoctoral or other campus-related work post-graduation is not considered to be eligible student status for purposes of living in UHDS Apartment Housing.
- b. University Employment Status:** University staff at .50 FTE or higher do not qualify for Apartment Housing.
- c. Proof of Eligibility:** The Student's proof of eligibility will be reviewed by OSU at the time of application and when the Contract is signed. Documentation verifying proof of eligibility must be current and complete. This may include but is not limited to academic admission and enrollment verification.
- d. If you, or anyone who will be living with you in the apartment, have ever been convicted of a felony or any crime involving drugs, alcohol or a weapon, or if you or anyone who will be living with you in the unit are required to register as a sex offender, you must disclose the conviction or registration via e-mail to UHDS by emailing 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 UHDS facilities will be accepted.**

2. Occupancy Guidelines

- a. Occupancy Requirements:** All individuals who will reside with the Student must be listed on the application. Only individuals legally related to the Student may reside in the apartment. Only the Student and family members (spouse, domestic partner, and/or legally related dependents of the Student of record) named on the Student's Housing Application may occupy the apartment.
- b. Apartment Assignments:** Apartment assignments are based upon the Student's date of application, assignment priority status, and apartment availability. Each apartment community run by UHDS will have its own application and waitlist process.
- c. Maximum Occupancy:** No more than two persons per bedroom can reside in any Apartment. The maximum capacity at Orchard Court is six (6) people for a 3-bedroom unit. A studio apartment is equivalent to one bedroom.
- d. Transferability of Contract:** In certain circumstances, the Contract is transferable to another adult listed on the account as being a dependent of the Student. This person must also be a Student and must meet and comply with all Apartment Housing eligibility requirements in section 1 above. The former and new Student's University accounts must be current and in good standing prior to transfer of the Contract. The former and new Student must perform an apartment inspection with a UHDS staff member prior to UHDS approving the request to transfer the Contract.
- e. Accessible Units:** Priority for the designated wheelchair accessible apartments is reserved for Students meeting Apartment Housing eligibility requirements who have registered for services with Disability Access Services, which has determined the need for reasonable accommodation. When a non-disabled Student is living in an accessible unit and a disabled Student needs an

accessible unit and other units are available for the non-disabled Student, the University will attempt to provide reasonable notice prior to relocating the non-disabled Student currently residing in the accessible unit. Should Student find themselves in this situation, they agree to relocate to the first apartment with the appropriate number of beds that becomes available after the University gives reasonable notice.

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

- i. By the date the housing waitlist application is received, the specific apartment community the Student has applied for, apartment size requested, and number of anticipated occupants.
- ii. Each bedroom is limited to a maximum of two persons. One-bedroom units are limited to an overall occupancy of two persons. Two bedroom units are limited to an overall occupancy of four persons. Three bedroom units are limited to an overall occupancy of six persons. UHDS reserves the right to require families to move to a larger apartment or vacate the community under section 24.a. when there is no larger unit available if families are found to exceed the capacity of their current apartment.

3. Reporting Changes. The Student is responsible for immediately reporting any changes in student status OR resident composition to UHDS as they occur. Such changes may affect the Student's apartment assignment or eligibility for Apartment Housing and the Student may need to move out of Apartment Housing. If a Student is found by UHDS staff to no longer be eligible for Apartment Housing, the Student must take action to return to eligibility or move out within 30 days of being notified of their ineligibility, unless a shorter time period applies under section 24a.

4. Transfers between Apartments

a. Transfer Requests: Transfers for any reason must be requested in person by meeting with appropriate UHDS staff, and are specific to the UHDS apartment community the Student is already residing in. Requesting an apartment transfer is not a guarantee of an apartment transfer. Apartment transfers are dependent upon availability of an apartment. The Student's University account must be in good standing. A non-refundable transfer fee of \$200 will be billed to the Student's University account to cover the University's estimated administrative costs associated with the transfer.

b. Changes in Residents: UHDS may require the Student to transfer to a different size unit if changes in the Student's household composition place the Student in another apartment category by occupancy guidelines or if the Residents exceed the capacity of their current apartment.

5. Rent Charges

a. Billing: Current rental rates for Apartment Housing units can be found at <http://uhds.link/rates>. Rent is billed one month in advance to the Student's University account. Payments are to be made to Oregon State University through the Office of Business Affairs.

b. 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 Student's University account. Interest charges on any unpaid balances will be assessed based on the University's Revolving Charge Account program.

c. Rental Rate Increases: Oregon State University reserves the right to increase rental rates for Apartment 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 at Orchard Court: The monthly rental rate at Orchard Court includes an activity fee for support of the Family Housing Association. This fee totals \$7 per unit per month.

e. Dispute of Charges: Any dispute over housing or dining charges assessed to a student's account (including cancellation charges) must be made in writing, by the Student. Appeal petition forms are available <http://uhds.link/myuhds>. **Appeals must be submitted within 45 days of the invoiced charges**, and will be subject to a decision rendered by a UHDS appeals committee. Should the Student 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.

f. Non Payment of Rent: Rent and other charges are billed and collected through the Student's University billing account. Students who do not meet payment obligations may be prohibited from registering for classes and/or be subject to termination of this Contract.

6. Utility Charges: Water, sewer, garbage, electricity, internet and expanded basic TV cable services and modem are included in the monthly rent. The Student 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.

7. University Responsibilities. The University agrees to keep the Apartment Housing premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The University will provide: (1) physical facilities, including appliances (stove and refrigerator), in good repair; (2) effective water and weather protection; (3) plumbing in good working order which conforms to applicable code; (4) adequate heating; (5) electrical systems in good working order which conform to applicable code; (6) adequate receptacles for recycling and garbage; (7) an approved and adequate water system capable of supplying hot and cold water; (8) reasonable safety from fire hazards; (9) adequate latches or 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).

8. Locks and Keys. At the time of check-in, the Student will be issued one key per Resident over the age of 12 for unit outside doors, one laundry room key (where applicable), and one mailbox key. The Student will be charged for a lock change and new keys if a key is lost OR not returned upon vacating. Installation and use of unauthorized locks on outside doors is prohibited. Keys are not provided for patio doors in units that have patios.

9. Privacy and Reasonable Access

- a. Except in the case of emergency, the University will generally give at least 24-hour notice before entering the apartment, and will enter at reasonable times and in a reasonable manner. A Student's written request for maintenance or repair will be considered permission to enter the apartment to conduct the necessary maintenance or repair without further notice. The Student will not unreasonably withhold access to the apartment.
- b. An emergency includes, but is not limited to, situations of unreasonable disruption to the peaceful enjoyment of apartments by Students.

10. Student Responsibilities. The Student agrees to: (1) keep all premises under their 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.

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

12. Grounds

- a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Apartment Housing apartment complexes. Students are responsible for the day-to-day care and cleanliness of porches, as well as courtyard and stairwell areas that are adjacent to their apartments, where applicable.
- b. Students and residents are advised that UHDS reserves the right to use pesticides and herbicides, within the bounds of applicable laws and regulations for the use of these chemicals.

13. Check-In and Check-Out Inspections

- a. **Check-In:** At the time of check-in, the Student will have the opportunity to complete a room condition report via <http://uhds.link/myuhds> within 72 hours after check-in. It is the Student's responsibility to inspect the overall condition of the apartment and indicate the overall condition of the unit on the room condition report.
- b. **Check-Out:** The Student will provide UHDS with an intent to vacate notice at least 30 days prior to vacating the unit. The student is responsible for prearranging a check out appointment with UHDS Staff prior to moving out.
- c. **Cleaning and Damage Charges:** The Student agrees to pay for additional cleaning and damages of the Apartment, appliances, or facilities above normal wear and tear. Any charges will be billed to the Student's University account and can take up to 30 days to post in order to determine the appropriate cost estimates. A list of common charges may be found at <http://uhds.link/rates>

14. Personal Property

- a. The Student is responsible for their personal property and that of the other residents of their unit. The University is not liable for loss or damage to personal property in the apartment, public areas, laundries or storage lockers.
- b. Disposal of Student furniture or appliances is not permitted in or around trash receptacles or elsewhere on the premises. Disposal of such goods is the Student's responsibility.

15. Peaceful Enjoyment. The Student will use all reasonable efforts to ensure that Residents of their apartment, and their guests on the premises, will conduct themselves in a manner that will not disturb the peaceful enjoyment of other students and residents in the area.

16. Overnight Guests. 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.

17. Extended Absences. The Student must notify UHDS in writing of any anticipated absence of seven (7) days or more. The University may enter the apartment when reasonably necessary during the extended absence. Students may not rent out their space to other people during their or other residents' extended absence(s).

18. Force Majeure: UHDS's 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.

19. Fire, Safety, and Security: The Resident agrees to take primary responsibility for their own health, safety and security, and to support the health, safety and security of fellow residents, the buildings, and dining areas. UHDS 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 health, safety and security publications. UHDS may require residents to periodically test for COVID-19 if prevalence deems it appropriate. Students are responsible

for abiding by reasonable standards of fire safety, life safety, and sanitation in the apartment, and taking all reasonable efforts to ensure that Residents and guests of their unit do the same.

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

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

c. Combustibles: Use of briquettes, butane, gasoline or gas burning stoves or barbeques within the apartment 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 apartment or on the premises. All items, including furniture, must be placed at least six (6) inches from wall heaters. Portable heaters and multi-plug electrical adapters are prohibited.

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

e. Fire Emergency: In the event of a fire on the premises, everyone must evacuate the apartment and call **911** for the Corvallis Fire Department or 541-737-7000 for the Office of Public Safety. The Student must also notify UHDS Maintenance at 541-737-2032.

20. Pet Regulations. Animals are not permitted in residential communities, except as authorized under the OSU Service & Assistance Animal Policy: <https://accessibility.oregonstate.edu/serviceanimalpolicy#serviceanimals>.

21. Smoking. Smoking of any kind, including but not limited to cigarettes, cigars, or pipes, is prohibited inside all Apartment Housing apartments and common buildings (including but not limited to the main lounges, 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 Apartment Housing.**

22. Motor Vehicles and Parking – Orchard Court only

a. Each unit is provided one parking permit for use in the apartment parking lot. Additional parking is available on area streets. Parking at Apartment Housing 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. Student Termination of Contract

a. Cancellation: If the Student has signed a Contract and has taken occupancy of an apartment, they are required to submit written notice of termination of occupancy at least thirty (30) days in advance.

b. Written Notice: The Student may terminate this Contract by submitting to UHDS a written "Notice of Intent to Vacate" via <http://uhds.link/myuhds> at least 30 days in advance. The Student agrees to pay rent for the entire time they reside in the unit, as well as the entire 30 days' notice period (regardless of whether they remain on the premises and the reason for their departure). The 30-day notice period is calculated from the date that UHDS receives the notice.

c. Eligibility Changes: If the Student's student status or household composition changes so the Student is no longer eligible for Apartment Housing, UHDS may terminate this Contract with thirty (30) days written notice.

d. Academic Program Completion: The Student's eligibility to live in the apartment shall end thirty (30) days after the end of the month in which the Student completes their academic program. The Student must submit a 30-day vacate notice to UHDS.

e. Abandonment of Premises: If the Student abandons the apartment, the University will take possession of the apartment and make reasonable efforts to re-rent it. The former Student agrees to be responsible for all rent covering the time until the date of reassignment.

24. University Remedies for Non-Compliance

a. Contract Termination: The University will provide the following notice periods prior to contract termination:

i. Thirty (30) days' notice for non-compliance, lack of eligibility, or violation of any terms and conditions of the Contract, unless subsections 2 or 3 of this paragraph apply;

ii. Ten (10) days' notice for any violation of the OSU Service & Assistance Animal Policy: <https://accessibility.oregonstate.edu/serviceanimalpolicy#serviceanimals>.

iii. Twenty-four (24) hours' notice if the Student or someone in the Student's control seriously threatens to inflict personal injury or inflicts any substantial personal injury upon persons on the premises; recklessly endangers a person on the premises by creating a serious risk of substantial personal injury; inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; intentionally inflicts any substantial damage to the premises on more than one occasion; or commits any act which is outrageous in the extreme on the premises or in the immediate vicinity of the premises. Such an act are acts that a reasonable person in the community would consider to be so offensive as to warrant immediate termination, considering the seriousness of the act or the risk to others.

b. Contract Termination Notice: A Contract termination will be deemed served on the day it is sent to the Resident's ONID and is securely attached to the main entrance of the apartment occupied by the Resident.

- 25. Abandoned Property:** Any personal property left on the premises, including the apartment, storage unit, laundry areas, or other common areas, after the Student has returned their keys will be considered abandoned and will be disposed of accordingly. Student's student account may be charged for disposal.
- 26. Exceptions to Contract Terms and Conditions:** Only the Executive Director of University Housing & Dining Services or their designee can make exceptions to the TERMS AND CONDITIONS of this Contract. Resident Assistants (RAs), Residence Hall Directors (RDs), Apartment Housing Community Assistants (CAs) are not authorized to modify these TERMS AND CONDITIONS.
- 27. Applicable Law:** This Contract is governed by and shall be construed in accordance with the laws of the State of Oregon, without regard to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between Oregon State University and Student 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.
- 28. 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.
- 29. Contract Review:** This Contract is subject to review by the University on an annual basis. The University will provide thirty (30) days' notice prior to the effective date of a new Contract. Residents who wish to continue living in apartment housing are required to sign a new Contract annually, and will be sent instructions and a timeline for which to renew their Contracts in the spring prior to the current Contract end date.

Lead-Based Paint Warning Statement: Housing built prior to 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Students must also receive a US government approved pamphlet on lead poisoning prevention.

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