

Oregon State University | University Housing & Dining Services Apartment Housing Contract Fiscal Year 2027

Effective July 1, 2026 – June 30, 2027

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 (UHDS) 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 (“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 on [the Student Policy Information 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 [University Housing Policy 02-125](#), Student Family Housing.

1. Make sure you have all of your questions answered before you sign the Contract. Failure to review or understand 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. Contract Term

- a. The term of this Contract begins upon signature and lasts through 5 p.m. on June 30, 2027. (hereafter, the “Contract Term”).
- b. This Contract is personal to the Resident (“student”) and is not transferable by the sole consent of 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.

2. Eligibility

- a. **Student Status:** At the time the Contract is signed, as well as at the time a specific space is offered, the Resident must be enrolled at the University and meet minimum standards for satisfactory academic progress, as specified by current academic regulations. The Resident 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 Resident’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 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 this by submitting a [Self-Disclosure Form](#) 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.***
- e. UHDS reserves the right to deny housing accommodations to any student who has been:
 - i. To any student who has violated the terms of this Contract
 - ii. To any student who has been sanctioned under the Code of Student Conduct, depending upon the severity of the conduct and the circumstances
 - iii. To any student who has been documented for extreme or frequent disruption to an OSU community,
 - iv. To any Resident with a current delinquent account for a housing-related charge, or who has received regular notices regarding a delinquent account for housing-related charge(s).

3. Occupancy

- a. **Occupancy:** When a Resident has received a key for a specified room or has moved personal belongings into their assigned apartment (whichever occurs first).
- b. **Apartment Assignments:** Apartments are offered based on the Student's date of waitlist application submission, assignment priority status, requested dates, specific apartment community, and apartment availability.
- c. **Occupancy Requirements:**
 - i. Residents contracting under the Apartment Fiscal Year Contract are limited to one occupant. Residents with dependents must apply and contract through the Family Housing process.
 - ii. 1045 SW Madison Ave., suite-style 2-bedroom apartments are limited to one occupant per bedroom. Each bedroom is contracted separately.
- d. **Accessible Units:**
 - i. Applicants and Residents have the right to request reasonable accommodations or modifications. Requests for accommodations can be made by applying for services with Disability Access Services (DAS).
 - ii. Priority for the designated wheelchair accessible apartments is reserved for Residents meeting Apartment Housing eligibility requirements who have registered for services with DAS, which has determined the need for reasonable accommodation. When a non-disabled Resident is living in an accessible unit and a disabled Resident needs an accessible unit and other units are available for the non-disabled Resident, the University will attempt to provide reasonable notice prior to relocating the non-disabled Resident currently residing in the accessible unit. Should a Resident 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.

4. Reporting Changes

- a. The Resident is responsible for immediately reporting any changes in student status or resident composition to UHDS via housing@oregonstate.edu or to the Operations Manager for Residential Services. Such changes may affect the Resident's apartment assignment or eligibility for Apartment Housing, and the Resident may need to move out of Apartment Housing. If a Resident is found by UHDS staff to no longer be eligible for Apartment Housing, the Resident 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.

5. Transfers between Apartments

- a. **Transfer Requests:** Transfers for any reason must be requested by meeting with appropriate UHDS staff. Requesting an apartment transfer is not a guarantee of an apartment transfer. Apartment transfers are dependent upon the availability of an apartment. The Resident's University account must be in good standing. A non-refundable transfer fee of \$200 will be billed to the Resident's University account to cover the University's estimated administrative costs associated with the transfer.
- b. **Changes in Residents:** UHDS may require the Resident to transfer to a different size unit if changes in the Resident's household composition place the Resident in another apartment category by occupancy guidelines or if the Residents exceed the capacity of their current apartment.

6. Rent Charges

- a. **Billing:** Rent is billed on the first of the month to the Resident's University account. Payments are to be made to Oregon State University through the Office of Business Affairs. Current rental rates for Apartment Housing units can be found on the [UHDS website](#).
- 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 Resident'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. **Contract Fee:** All Residents are charged a non-refundable \$50 Contract Fee when they sign a housing contract. This fee covers the cost of processing the contract and assignment of space.
- e. **Activity Fee:** All Residents residing in University-owned apartments are members of their respective community's community association. These associations, via the UHDS billing, charge a fee detailed on the [UHDS Common Charges](#) schedule to finance activities and programs for apartment residents. The activity fees are included in the apartment rental rates.

7. Dispute of Charges:

- a. Any dispute over housing or dining charges assessed to the Resident's account (including cancellation charges) must be made in writing by the Resident. Appeal petition forms are available on the [Housing Portal](#). 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 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.
- b. **Non-Payment of Rent:** Rent and other charges are billed and collected through the Student's University billing account. Residents who do not meet payment obligations may be prohibited from registering for classes and/or be subject to termination of this Contract. **Student Accounts will notify UHDS monthly of apartment residents who have not paid rent or other**

housing fees on time. If a student's housing charges become more than 90 days past due, UHDS will cancel the student's Contract, and the student must vacate their apartment no later than 30 days after the notice of contract termination is delivered.

8. Utility Charges

The GEM & 1045 SW Madison: Water, sewer, garbage, electricity, internet, and streaming IPTV services are included in the monthly rent.

9. 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).

10. Locks and Keys

- a. At the time of check-in, the Resident will be issued one key per Resident over the age of 18 for the units outside doors, one laundry room key (where applicable), and one mailbox key (where applicable).
- b. The Resident will be charged for a lock change and new keys if a key is lost or not returned upon vacating.
- c. Installation and use of unauthorized locks on outside doors is prohibited. Keys are not provided for patio doors in units that have patios.
- d. Residents may not make copies of any keys issued to them.
- e. Residents may not give keys or access cards to guests.

11. Privacy and Reasonable Access

- a. Except in the case of an 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 Resident'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 Resident 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 Residents.

12. Resident Responsibilities

The Resident 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.

13. 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. Residents 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 the inside walls are permitted. Residents are not permitted to paint interior or exterior areas of apartments.

14. Grounds

- a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Apartment Housing apartment complexes. 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.
- b. Residents 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.
- c. Residents are prohibited from planting vegetation or altering grounds areas, lawns, trees, landscaping, and playgrounds at the Apartment Housing apartment complexes, unless authorized in writing by the Executive Director of UHDS or their designee.

15. Check-In and Check-Out Inspections

- a. **Check-In:** At the time of check-in, the Resident will have the opportunity to complete initial maintenance requests for any maintenance issues via [Housing Portal](#) within 72 hours after check-in. It is the Resident's responsibility to inspect the overall condition of the apartment and request maintenance for any issues not due to normal wear and tear.

- b. **Check-Out:** The Resident 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 checkout appointment with UHDS Staff prior to moving out.
- c. **Cleaning and Damage Charges:** The Resident 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 Resident'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 on the [UHDS Common Charges](#) website.

16. Personal Property

- a. The Resident 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 Resident furniture or appliances is not permitted in or around trash receptacles or elsewhere on the premises. Disposal of such goods is the Resident's responsibility. The Resident's student account may be charged for improper disposal.

17. Peaceful Enjoyment

The Resident 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.

18. 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.

19. Extended Absences

The Resident 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. Residents may not rent out their space to other people during their own or other residents' extended absence(s).

20. 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, floods, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Contract.

21. 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 the prevalence deems it appropriate. Residents 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. Residents 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. Residents may not hang items from sprinkler heads, cages covering the sprinkler heads, or pipes associated with sprinkler heads.
- c. **Combustibles:** Use or storage 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 Resident 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.

22. Animal Regulations

- a. Service and emotional support animals as authorized under the [OSU Service & Assistance Animal Policy](#).
- b. Pets are not permitted in residential communities, with the exception of fish. The Student Policy and Information Guide outlines policies regarding fish.

23. Smoking

Smoking of any kind, including but not limited to cigarettes, cigars, pipes, electronic cigarettes, vape pens, or other devices intended to simulate smoking, is prohibited inside all Apartment Housing apartments and common buildings (including but not limited to the main lounges, laundry rooms, and storage areas). **OSU is a smoke-free campus, and smoking is prohibited on all OSU property, including internal and external areas of Apartment Housing per University Standard: 07-020 Smoking and Tobacco Use on University Property.**

24. Resident Termination of Contract

- a. **Cancellation:** If the Resident 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.
 - i. Resident cancelling after their agreed upon move in date, regardless of checking in and receiving keys or moving personal belongings into the assigned apartment, will be charged the daily rate of the assigned apartment monthly rent for the dates from the agreed upon move in date to the date the cancellation request is received in writing as well as the entire 30 days' notice period.
- b. **Written Notice:** The Resident may terminate this Contract by submitting to UHDS a written "Notice of Intent to Vacate" via the [Housing Portal](#) at least 30 days in advance. The Resident agrees to pay rent for the entire time they reside in the unit, as well as the entire 30-day 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 Resident's student status or household composition changes so that the Resident is no longer eligible for Apartment Housing, UHDS may terminate this Contract with thirty (30) days' written notice.
- d. **Academic Program Completion:** The Resident's eligibility to live in the apartment shall end thirty (30) days after the end of the month in which the Resident completes their academic program. The Resident must submit a 30-day vacate notice to UHDS.
- e. **Abandonment of Premises:** If the Resident abandons the apartment, the University will take possession of the apartment and make reasonable efforts to re-rent it. The former Resident agrees to be responsible for all rent covering the time until the date of reassignment.

25. 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](#).
 - iii. Twenty-four (24) hours' notice if the Resident or someone in the Resident'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 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.

26. Abandoned Property

Any personal property left on the premises, including the apartment, storage unit, laundry areas, or other common areas, after the Resident has returned their keys, will be considered abandoned and will be disposed of accordingly. The Resident's student account may be charged for disposal.

27. 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. Residence Hall Directors (RDs), Apartment Housing Community Assistants (CAs), Apartment Living Manager, or other student staff are not authorized to modify these Terms and Conditions.

28. 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 a 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.

29. 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.

30. 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. Residents 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. Resident 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.