

Oregon State University | University Housing and Dining Services Graduate Student Term by Term Room and Dining Contract 2017-2018

Final version posted October 23, 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 any provisions in 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.
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 September 17, 2017.

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 ("Resident" or "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 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 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 Graduate Student Term by Term on-campus housing, individuals must be admitted to and enrolled in Oregon State University ("OSU") and actively pursuing a degree as a graduate student. The Resident shall be deemed in breach of this Contract if they are no longer registered for classes at OSU. 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 one academic term during the 2017-2018 Academic year in Halsell Hall which can be renewed for additional academic terms. The academic term (hereafter, the "Contract Term") begins at 8 AM on the Sunday before the first week of classes for the academic term, or upon Occupancy, whichever occurs first, through 5 PM on Friday of finals week for the academic term. Occupancy between academic terms is allowed if the Resident will remain a resident with UHDS for the next academic term. Residents needing to arrive prior to their Contract Term start date due to participation in an approved OSU program must be pre-approved by designated UHDS Operations staff and pay applicable early arrival fees of \$22.00 per day. Students needing to remain after the end of the Contract Term must be pre-approved by designated UHDS Operations staff and pay applicable late stay fees of \$22.00 per day and will not be allowed past Noon on Saturday following the end of the academic term.

4. Assignment of Space:

- a. This Contract is for an assigned space in Halsell 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.link/rates>.
- 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 Resident's 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 Contract Term, and ends 24 hours after the Resident completes finals, or at 5:00 PM on the last day of the term, whichever is earlier. Written authorization from 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 Contract Term.

6. Cancellation of Contract by Resident: All contract cancellations must be in writing, from the Resident, and delivered to Housing@oregonstate.edu from the Resident's ONID account in order to be effective.

- a. **Fall Term Only: Residents who are currently attending OSU or living in UHDS housing and contract for UHDS housing for 2017-2018 have until May 15, 2017 to cancel their Contract without incurring a Cancellation Fee. Current students who sign up for housing after May 15, 2017 will have two (2) weeks (14 calendar days) from the date they contract for a room to cancel their housing without incurring a Cancellation Fee. New applicants, who are not currently attending OSU, have until August 19, 2017 (four (4) weeks prior to the start of the Contract Term) to cancel their Contracts without incurring a Cancellation Fee.**
- b. **Failure to cancel the Contract in the form required by the cancellation deadline will result in the following Cancellation Fees, which will be applied to the Resident's University account.** Since it is impractical and extremely difficult to ascertain the amount of actual damages, the Cancellation Fee represents a reasonable endeavor by the University to estimate fair average compensation for its harm from Resident cancellations. Resident understands and agrees to this Cancellation Fee.
- c. **Student is No Longer Enrolled or Cancelling Their Enrollment with OSU**
 - i. E.g. students who are no longer enrolled or are planning to cancel their enrollment at the OSU Corvallis campus. Reasons for cancellation may include but are not limited to: being called to active military duty, transferring to another institution of higher education, withdrawing from the University, graduating from the University.
 - ii. Students will be charged for the days they live with UHDS and for the dining plan dollars that are spent while at OSU for as long as they retain the key to their room. If a student leaves before the academic term is over, when they move out (turn in their room key), they will be prorated back those days of housing that they are not living on campus and will have all unused dining dollars at the time of cancellation credited back. If the student lived with UHDS during the 2016-2017 academic year and has "roll over" dining funds available, these will remain on the student's account available for use at a 10% discount at the register in all UHDS dining locations until June 15, 2018 at 5 PM. Any "roll over" dining funds remaining after this date are forfeited and will not be refunded. If the student withdraws, transfers, or ends their relationship with OSU prior to June 15, 2018 the "roll over" dining funds are forfeited and will not be refunded.
- d. **Student is Enrolled and Not Bound to First Year Experience Live-on Requirement**
 - i. Students who have graduated from high school over one year (12 months) prior to living on campus and are not bound to the OSU First Year Experience Live-on Requirement such as returning students to UHDS and upper-class students.
 - ii. Reason for cancellation may include but is not limited to moving off campus to an apartment or house during the UHDS contract period.

Date of Notification to UHDS	Cancellation Fee
Over four weeks prior to initial move-in day	No fee
Less than four weeks prior to initial move-in day Fall – Spring Term Assignments - August 20, 2017 – September 16, 2017 Winter – Spring Term Assignments - December 10, 2017 – January 6, 2018 Spring Term Assignments - March 4, 2018 – March 31, 2018	\$200 Administrative Fee
Post move-in day and UHDS occupancy after key has been picked up for each academic term	Entire amount remaining of current academic term housing cost and current academic term dining plan dollars

Dining Dollars Note:

For students cancelling post Occupancy and leaving the institution (transferring to another institution, withdrawing, active duty, etc.) before the academic term is over, unused dining dollars will be credited back to the student's university account. If the student lived with UHDS during the 2016-2017 academic year and has "roll over" dining funds available from 2016-2017,

these will remain on the student's account available for use at a 10% discount at the register in all UHDS dining locations until June 15, 2018 at 5 PM. If the student withdraws, transfers, or ends their relationship with OSU prior to June 15, 2018 the "roll over" dining funds from 2016-2017 are forfeited and will not be refunded.

For students cancelling post occupancy but remaining at the institution (moving off campus) unused Dining Dollars from 2017-2018 may continue to be used until June 14, 2019 at 5 PM as a "roll over" dining plan with a 10% discount at the register in all UHDS managed dining locations. Any of these funds from 2017-2018 remaining after June 14, 2019 at 5 PM are forfeited and will not be refunded. If the student withdraws, transfers, or ends their relationship with OSU prior to June 14, 2019 the "roll over" dining funds from 2017-2018 are forfeited and will not be refunded. If the student lived with UHDS during the 2016-2017 academic year and already has "roll over" dining funds from 2016-2017 available, these will remain on the student's account available for use at a 10% discount at the register in all UHDS dining locations until June 15, 2018 at 5 PM. If the student withdraws, transfers, or ends their relationship with OSU prior to June 15, 2018 the "roll over" dining funds from 2016-2017 are forfeited and will not be refunded.

- e. **After the relevant cancellation deadline, upon Resident petition via Petition for Financial Appeal accessible at <http://uhds.link/myuhds>, 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 and may or may not include dining plan charges based on student situation noted in Section 6 above. 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(e), 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.link/rates>.
- b. Rates are based upon a combination of housing type, room type, and Dining Plan and are available on the 2017-2018 Room and Dining Rate sheet 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. Housing and dining rates will not be prorated if Occupancy is taken on any day during the first week of a term or if the Resident vacates on any day during the last week of a term.
- 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 2016-2017 contract with UHDS or attending OSU during the 2016-2017 academic year are eligible for a \$900 discount on their 2017-2018 academic year room rate. Transfers from other institutions and new students are not eligible for returning resident discount. Discount will be applied to student accounts once per academic term in the amount of \$300. If a student moves out of the halls midterm/year and breaks their Contract this discount is forfeited.
- 9. Residence Hall Association Activity Fee:** All Residents residing in University-owned residence halls are members of the Residence Hall Association (RHA). RHA, via the University Housing and Dining Services billing, charges an annual fee of \$57.00 to finance activities and programs for residence hall Residents. The activity fee is included in the room charges.
- 10. 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.
- 11. Vacation Breaks:**
- a. Break Periods are defined as Winter Break, beginning at 5:00 PM on December 8, 2017 through 9:00 AM on January 7, 2018, and Spring Break, beginning at 5:00 PM on March 23, 2018 through 9:00 AM on April 1, 2018.
 - b. All residence halls will be open during Winter and Spring break periods at no additional charge. Residents must sign up for break housing in order to remain on campus for those dates by the Wednesday of finals week prior to the Break Period via <http://uhds.link/myuhds>.
 - c. All Residents may leave their belongings in their rooms during Break Periods, as long as their UHDS Contract has not been terminated.
 - d. All Residents remaining in residence over the break must be in good conduct standing with the University.
- 12. 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.
- 13. 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 (including Halsell), 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.
- 14. Moving Out:**
- a. Each Resident must remove all personal belongings from his or her 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. Residents who do not intend to live on campus for Winter Term must vacate by 5:00 PM on December 8, 2017 and Residents who do not intend to live on campus for Spring Term must vacate by 5:00 PM on March 23, 2018. If a Resident fails to do this, they are subject to a \$250 Extended Occupancy fee.
- f. 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 14(e). The Resident agrees to pay these term charges, available on the UHDS website: <http://uhds.link/rates>.
- g. If a Resident withdraws from OSU and moves his/her 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>.

15. Dining Plan Policy:

- a. As long as the Resident has an active Contract in place, Dining Plan balances carry over from term to term (Fall Term to Winter Term and Winter Term to Spring Term). Dining plans are encouraged to be spent by the end of the academic year (5 PM on Friday June 15, 2018), however if a student has a positive remaining balance after this date, the funds from 2017-2018 will be "rolled over" into a plan that provides a 25% discount at the register for students who sign a UHDS contract to live on campus for 2018-2019, and a 10% discount at the register for residents who don't sign a UHDS contract to live on campus for 2018-2019. These "roll over" funds from 2017-2018 must be used by Friday June 14, 2019 at 5 PM. Any remaining "roll over" dining plan funds after this date will be forfeited and will not be refunded. If the student withdraws, transfers, or ends their relationship with OSU prior to June 14, 2019 the "roll over" dining funds from 2017-2018 are forfeited and will not be refunded. If the student lived with UHDS during the 2016-2017 academic year and has "roll over" dining funds available from 2016-2017, these will remain on the student's account available for use at a 10% discount in all UHDS dining locations until June 15, 2018 at 5 PM. Any funds from 2016-2017 remaining after this date are forfeited and will not be refunded. If the student withdraws, transfers, or ends their relationship with OSU prior to June 15, 2018 the "roll over" dining funds from 2016-2017 are forfeited and will not be refunded.
- b. Residents who cancel this Contract will be credited back in accordance with Section 6, above. Residents may change to a higher Dining Plan if they begin to run low on dining dollars at any time during the term, and may change to a lower Dining Plan through Friday at 5 PM of week three of each academic term. Residents may also choose to add money to their OSU Orange Cash (administered by the ID Center) at any time using cash, check, Visa, MasterCard or debit card. Dining Plan changes may take as long as 72 hours to be reflected on the Resident's University account.

16. 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. OSU recommends Residents consider <http://collegestudentinsurance.com>. 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.

17. 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.

18. 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.
19. **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.
20. **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.
21. **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.
22. **Exceptions to Contract Terms and Conditions:** Only the Executive Director of University Housing and Dining Services or his/her designee are authorized to modify the TERMS AND CONDITIONS of this Contract and any modifications must be done in writing. Resident Assistants (RAs), and Resident Directors (RDs) are not authorized to modify these TERMS AND CONDITIONS.
23. **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.
24. **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.
25. **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 2017-2018 Room and Dining Contract and agree to the terms stated therein.

**RESIDENT COPY
DO NOT SIGN THIS COPY**

KEEP FOR YOUR RECORDS