

## Short Term Housing Agreement

**Introduction:** Please read this Short Term Housing Agreement (“Agreement”) carefully. It is a legally binding Agreement, and contains important information. *You may not alter this Agreement in any way.* The Agreement is for a short-term space in a designated University Housing and Dining Services (“UHDS”) housing facility. By signing this Agreement, the undersigned, hereafter referred to as “Guest,” agrees to accept a space assignment, and understand this assignment may change. 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 *Student Policy and Information Guide*, to be considerate of others and to respect their rights at all times. The *UHDS Student Policy and Information Guide* may be found at <http://uhds.oregonstate.edu/housing/uhds-policy-guide>, as well as in paper form at each UHDS Facility, Service Center, and other UHDS Offices.

**Important notes:**

1. Make sure you have all of your questions answered before you sign and submit the Agreement. Remember, ignorance of the law (and this Agreement) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Agreement.
2. If you have any doubt about the meaning of any specific provisions of the Agreement, or require an alternative format, please contact UHDS.
3. UHDS uses email as the preferred, primary method of communication regarding housing agreement and billing matters. Guests are responsible for providing UHDS with an accurate email address when submitting their reservation. Guests are expected to check their email frequently throughout their time in university housing. UHDS is not responsible for email messages that are not received by the Guest.

**By signing this Agreement, you agree to the following:**

**1. General Conditions:**

- a. Guest eligibility is outlined in Section 2. Eligibility is subject to the terms and conditions noted within this Agreement as well as all Oregon State University policies, standards, procedures and responsibilities that apply to individual residents, including but not limited to and the UHDS *Student Policy and Information Guide*. In the event of any conflict among the foregoing, the terms and conditions of this Agreement are controlling.
- b. This Agreement is personal to the Guest and is not transferable by the Guest.
- c. **If you have ever been convicted of a felony or any crime involving drugs, alcohol or a weapon, or if you are required to register as a sex offender, you must disclose the conviction via e-mail to UHDS by emailing [uhds.conduct@oregonstate.edu](mailto:uhds.conduct@oregonstate.edu) as part of the reservation process. Your failure to provide complete, accurate, and truthful information will be grounds to revoke or deny your reservation request. Your disclosure will not necessarily preclude your reservation request from being accepted. OSU will review the circumstances of the conviction and determine whether your application to live in UHDS facilities will be accepted.**
- d. Oregon State University (“OSU”), in compliance with 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’s status in any of its policies, procedures, or practices.

**2. Eligibility:** Individuals visiting OSU or Corvallis, OR for an academic program or university-related purpose may be eligible for scholar housing. All Guests must be connected with a sponsoring OSU department in order to be eligible for short-term housing. Those admitted to Oregon State University and eligible for student housing cannot stay in short term housing.

**3. Term:** The term of this Agreement is based on the dates of the Guest’s reservation. Reservations require a minimum stay of two nights and may be made for an initial period of up to one calendar year. This Agreement may be renewed for an additional time period, provided space is available and the Guest continues to meet eligibility requirements. New charges may apply to renew the Agreement.

- a. If a Guest wishes to extend their stay in short-term housing, they are required to notify UHDS Residential Conferences by email to [scholarhousing@oregonstate.edu](mailto:scholarhousing@oregonstate.edu) at least 14 days in advance of their original check-out date. Failure to provide adequate notice of the request for an extension may result in a fee assessed to the Guest’s account to process an extension on short notice. Continued space is not guaranteed.

**4. Deposit:** All Guests in short term housing must pay a non-refundable deposit as published by UHDS. The deposit is not refundable, in whole or in part, under any circumstances. The deposit will be forfeited in the event that the Guest’s reservation is cancelled or shortened. Guests must pay the published short term housing deposit in order to receive a confirmation of their reservation. No reservation will be confirmed and Guests will not be allowed to check in unless their deposit has been paid.

**5. Assignment of Space:** The Agreement is for a short-term duration in the assigned space, not a specific room or bed, in a designated UHDS Residential Conferences (“RC”) housing facility. This Agreement is not a lease. UHDS accommodates housing preferences when possible, but does not guarantee assignments based on preferences. The Guest is required to pay the published or officially announced rate for the space that is assigned. OSU reserves the right to reassign Guests to another space, residence hall room, or residence at any time during the term of this Agreement.

- a. Requests to move to a different space may be considered on a space-available basis. If a Guest has taken occupancy and then requests to move to a different space, a fee may be assessed to the Guest’s account to process a change of assignment.

**6. Termination by Default:** If a Guest’s academic program or university-related purpose ends unexpectedly and they are no longer eligible for scholar housing, the Guest will have 24 hours to vacate the room and return keys to UHDS Staff.

**7. Termination of Agreement by Guest:** If a Guest has submitted a reservation and cancels prior to the date of their intended move-in, the scholar housing deposit will be forfeited. If a Guest has taken occupancy and then cancels, they are required to notify RC by email to [scholarhousing@oregonstate.edu](mailto:scholarhousing@oregonstate.edu) at least 14 days in advance of the move out date. Scholar housing fees will continue to be charged for a minimum of 14 days from the date the vacate notice is received.

**8. Termination of Agreement by the University:** OSU reserves the right to terminate this Agreement at any time for violation of the terms and conditions of the Agreement, disruption to the housing community, change in space availability, failure to adhere to OSU or UHDS policies, or for other reasonable cause as determined by UHDS.

**9. Charges:** The monthly rate for short term housing is outlined in the Scholar Housing Reservation Form and is based on the type of accommodation provided. Charges are payable by either the Guest or a sponsoring department. If the sponsoring OSU department is paying for the accommodations, a university index number must be provided. OSU reserves the right to change the short term housing rates during the Agreement Term. Guest agrees to

pay OSU for all charges as outlined on the Reservation Form, including reasonable costs of collecting a delinquent account, and pay interest charges to any account after the published due dates, at the rate of 1% per month.

**10. Liability/Personal Property:** OSU is not responsible for loss or damage to personal property in UHDS facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes. Guests are encouraged to carry personal property or renter's insurance. Any claims about property loss will be referred to the University Office of Risk Management.

**11. Force Majeure:** UHDS failure to perform any term or condition of this Agreement 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 Agreement.

**12. Responsibility of Guest for the Facilities:**

**a. Care and maintenance of facilities:**

- i.* The Guest is provided with a room key and an electronic access device and will be held responsible for loss of these devices.
- ii.* The Guest is financially responsible for any damage that they cause to all facilities, fixtures, and items provided for their use.
- iii.* The Guest agrees to promptly notify UHDS staff regarding any necessary repairs to the assigned space.
- iv.* The Guest agrees to clean the assigned space regularly, maintain it in a safe and healthy condition, and to remove trash and recycling regularly according to the procedures established for the residence. After departing, the Guest may be charged for excessive cleaning needed and for any change in the general condition of OSU property that is not the result of normal wear and tear as determined by UHDS Staff.
- v.* Condition of the OSU property will be determined upon final inspection of the space by UHDS staff.

**b. Charges for loss or damage:**

- i.* Charges for loss or damage will be assessed by UHDS. A final bill will be emailed to the Guest or their sponsoring OSU department after the Guest's departure and must be paid promptly.
- 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 Guest(s) or sponsoring OSU department.
- iii.* Damages in common areas may be divided and charged on a pro-rated basis to each Guest in the living community.
- iv.* Charges for damages, excessive cleaning, and lost keys during the Agreement period will be billed to the Guest.

**c. Room and Facility Furniture:** Furniture and mattresses are not to be moved from the space. A service charge (minimum \$45 per piece) will be assessed, and further action may be taken against Guest, if furniture is moved from other rooms or public areas into a Guest's space.

**d. Moving out of Scholar Housing:**

- i.* Each Guest must remove all personal belongings from the space when the occupancy period ends. The room must be cleaned and all keys returned. Remaining personal items will be sent to OSU Surplus for public auction or disposal.
- ii.* Charges will be assessed for keys not returned and to cover the cost of extra housekeeping service to remove personal belongings or to clean the room after the Guest has vacated.

**13. Space Entry:** UHDS personnel may enter the scholar housing space for health, safety, security, and maintenance purposes. Whenever possible, UHDS will notify the Guest in advance of the entry.

**14. Pets:** No animals are authorized except for those allowed in the UHDS Policy Guide and under the OSU Service Animal Policy: <http://oregonstate.edu/accessibility/serviceanimalpolicy#serviceanimals>.

**15. Safety and Security:** The Guest agrees to take primary responsibility for their own safety and security, and to support the safety and security of fellow guests, residents, the buildings, and dining areas. The University and UHDS will work cooperatively with Guest to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Guest agrees to read and abide by security policies and precautions stated in the UHDS publication *Student Policy and Information Guide*, and other University publications that are made available to Guest.

**16. Prohibited Items:** The following items will be impounded or confiscated if found in any UHDS facility:

- a.** Motorcycles and gas motorized scooters: Vehicles and equipment with internal combustion engines are to be kept outside in appropriate parking areas.
- b.** Firearms, weapons, destructive devices: possession, use, or threatened use of firearms, ammunition, dangerous chemicals, weapons, or destructive devices are not allowed on property owned or controlled by OSU except as expressly authorized by law or by OSU policies or standards.
- c.** Alcohol: Guests agree to abide by all federal, state, and local laws, and OSU policies relating to consumption/possession of alcoholic beverages and other drugs. Consumption of alcohol is limited to Guests 21 years of age or older, in their individual space.
- d.** Tobacco and marijuana products: OSU is a smoke-free campus, and smoking of any kind, including but not limited to cigarettes, cigars, pipes, or e-cigarettes/vaporizers, is prohibited on all OSU property, including all internal and external areas of short term housing. In order to provide a smoke-free environment and to reduce the health risks associated with tobacco smoke and other smoke-producing materials, this prohibition includes the smoking of tobacco products, marijuana and the use of other smoke-producing materials, such as but not limited to, incense.
- e.** Possession or use of candles, incense, or any open flame is prohibited.
- f.** Use of cinder blocks is prohibited.
- g.** See the UHDS *Student Policy and Information Guide* at: <http://uhds.oregonstate.edu/housing/uhds-policy-guide> for other policies and regulations regarding prohibited items.

**17. Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement will be brought and conducted solely and exclusively in the Circuit Court of Benton County for the State of Oregon.

**18. Waiver:** The failure of OSU at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of OSU thereafter to enforce each and every provision in accordance with the terms of this Agreement.

**19. Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.

**20. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which taken together constitute one and the same instrument. A facsimile or scanned .pdf copy of this signed Agreement has the same force and effect as an original. This Agreement may be executed or signed by click-through or click-wrap or other electronic acknowledgement.

**21. Merger.** THIS AGREEMENT CONSTITUTES THE COMPLETE, FINAL AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS, WARRANTIES, AGREEMENTS, REPRESENTATIONS OR UNDERSTANDINGS, IF ANY, WRITTEN OR ORAL. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING, CLEARLY IDENTIFIED AS A WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT, AND SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. ANY SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**22. Exceptions to Agreement Terms and Conditions:** Only the Executive Director of University Housing and Dining Services or their designee can make exceptions to the TERMS AND CONDITIONS of this Agreement. Unless designated by the Executive Director of UHDS, other UHDS staff are not authorized to modify these TERMS AND CONDITIONS.

**23. Effect of Signature:** Guest, by the signatures below acknowledge having read and understood the Agreement and agrees to be bound by its terms and conditions

**THIS IS A LEGALLY BINDING AGREEMENT. Please read before signing.**

---

<b>Last Name</b>	<b>First Name</b>	<b>M.I.</b>	<b>OSU ID Number (if applicable)</b>
------------------	-------------------	-------------	--------------------------------------

---

<b>Guest Signature</b>	<b>Date</b>
------------------------	-------------