

2010-2011**PORTLAND STATE UNIVERSITY HOUSING CONTRACT TERMS & CONDITIONS**

- 1) **Term of Contract:** This Contract is binding upon signature. All academic year contracts terminate June 11, 2011.
- i) **Failure to officially check-in (as described in section 6 below) does not release Resident from the financial obligations of this Contract.**
 - ii) See Summer Contract for Summer term details.
- 2) **Definitions:** For purposes of this Contract, the terms below have the following meanings:
- a) **Advance Payment:** A \$150 Advance Payment will be required for every Contract submitted by Resident. The Advance Payment will be credited to Resident's account during the Spring term of this Contract if Resident completes the *Term of Contract*.
 - b) **Buy-out Fee:** A charge of \$11 per day for the Academic Term (as described in section 10.d.).
 - c) **Building:** University owned or managed residence hall or apartment complex.
 - d) **Unit:** All rooms in University housing.
 - e) **Space:** A portion of the assigned room or shared room in University housing.
 - f) **By the Unit:** Contracted residents are responsible for the full cost of rooms designated as By the Unit. Resident must specify on the housing Contract other proposed occupants of the Unit, all of whom must be either other eligible PSU students or eligible family members (section 9.d). Occupancy of the Unit will not exceed the occupancy limitations specified in the *University Housing Handbook*.
 - i) Buildings charged by the Unit: Blackstone, Parkway, and Stratford.
 - g) **By the Space:** Resident is responsible for the published rate based on the occupancy of the Unit. UHO may designate rooms as single or double occupancy based on University housing maintenance, capacity, or programmatic needs.
 - i) Residents charged By the Space will be held financially responsible for the double rate for each ineligible adult in the Unit, including the Resident and any/all adult family member(s) residing in the Unit. There is no additional charge for dependent, minor children.
 - ii) Buildings charged by the Space: Blumel, Broadway, King Albert, Montgomery, Ondine, Stephen Epler, St. Helens
 - h) **Check-in:** *Check-in* is the process of obtaining keys from the designated *Area Desk*, and applies whether or not a student is physically occupying the assigned Space.
 - i) **Check-out:** *Check-out* refers to the return of keys to the designated *Area Desk*. Proper procedures can be found in the *Housing Handbook*.
 - j) **Living Learning Communities (LLC):** Includes the First Year Experience (FYE) program in Broadway or Ondine, the Global Village program or the Russian Immersion program both in Stephen Epler Hall. The FYE Contract requires a meal plan.
- 3) **Processing Fee and Advance Payment:**
- a) This Contract requires payment for the following fees:
 - i) A \$50 non-refundable Contract processing fee.
 - ii) Advance Payment.
 - b) Prior to Move In, the Advance Payment will only be refunded if Resident provides written notice of Contract cancellation prior to, or within three (3) business days of, the first assignment notification.
- 4) **Rates, Billing and Payment:**
- a) Charges for each academic term housing and meal plans are billed before the beginning of the term on Resident's University account, and are subject to all University account policies.
 - b) Resident must pay the applicable rate for the Space or Unit to which the Resident is assigned. Rates are available upon request or online at www.pdx.edu/housing.
 - c) Room and board fees are established by University and approved by the OUS; however, University reserves the right to make adjustments at any time during the term of this Contract. Any adjustment will be communicated in writing to Resident by e-mail.
 - d) For the purposes of calculating nightly prorated housing charges for each term in the academic year (Fall, Winter, and Spring), each term is calculated as 77 nights.
 - e) **First Week Rule:** Residents who check-in to University housing during the first week of any academic term will be charged the full term amount of their housing and applicable meal plan charges.
 - f) **Loss of Eligibility Status:** This Contract may be canceled at any time by the University if Resident fails to meet or loses Contract eligibility status as outlined in section 9. Residents whose Contracts are canceled by the University due to eligibility status after check-in, and who complete a check-out, will receive the following refund of the full term's housing and applicable meal plan charges to their PSU account:
 - *Cancellations and check-outs after term check-in but before the end of the 1st week of the term: 90% refund.*
 - *Cancellations and check-outs during the:*
 - 2nd week of the term-----70% refund.*
 - 3rd week of the term-----60% refund.*
 - 4th week of the term-----50% refund.*
 - 5th week of the term-----40% refund.*
 - 6th week of the term-----30% refund.*
 - *No refunds are given for cancellations and check-outs after the 6th week of the term.*
 - g) If Resident lives in University housing continuously from one term through the next, any break between terms will not incur charges. Resident will be assessed daily, prorated housing charges for breaks between terms if Resident moves out prior to the second week.

- h) **Billing Appeals and Dispute of Charges:** Resident has the right to appeal and dispute housing charges, charges for cleaning and damage, or University's decision to retain the Advance Payment, if Resident believes such charges or fees are improper. Any claim of an improperly assessed charge or fee must be made in writing to UHO within 90 days following the date the charge or fee is imposed and notice is provided to Resident. See the *University Housing Handbook* for procedures regarding charge/fee disputes.

5) **Assignment Process:**

- a) This Contract is for a Space in University housing, and not a specific Building or Unit. UHO will attempt to accommodate Resident Unit, Building, and roommate preferences when possible, but does not guarantee an assignment based on such preferences.
- b) Resident will be assigned to housing based on the date UHO receives a signed and completed Contract, and the following considerations.
- i) LLC requirement: New, first year college students who are age 19 or younger on the date the Contract begins are only eligible to live in an LLC. Residents in the FYE program are required to have an FYE dining plan.
- New, first year college students age 20 or older on the date the Contract begins may request to live in an LLC or in any other available housing Unit or Space.
 - Once an LLC Contract has begun, the Contract must be completed in an LLC, regardless of student classification.
- ii) Planned occupancy, structural capacity, and other University Housing maintenance or assignment needs.
- c) **E-mail confirmation of Space and Unit:** An e-mail response to assignment notice e-mails is required within three (3) business days or Contract is cancelled and the Advance Payment is forfeited. **UHO uses email as the preferred, primary method of communication regarding Housing Contract matters. Resident is responsible for providing UHO with an accurate email address. UHO is not responsible for email messages that are not read or received by Resident.**
- d) University reserves the right to reassign Resident to different Space or to another Unit at any time during the term of this Contract. Examples of circumstances justifying reassignment include, but are not limited to: consolidating vacant spaces to increase room occupancy, conserving energy, protecting the welfare of residents, closing part or all of a Building, or other economic or safety reasons.
- d) **Double Room Vacancies:**
- i) If a vacancy occurs in a Unit billed as a double, UHO may assign another resident to fill the vacancy or reassign the Resident for room consolidation purposes. Resident may elect (subject to UHO approval) to treat the Unit as a single Space and to pay housing charges for the Unit at the single rate. Charges at the single rate will begin from the date the former roommate officially checked out or at the start of the new term, whichever occurs first.
- ii) If Resident does not elect to treat the Unit as a single Space, Resident must make half of all furnishings and space available for a new resident to move in at any time and especially during term breaks. Any Unit not ready will be deemed a single Space Unit.
- iii) Creating or maintaining an unwelcoming, hostile or intimidating environment with the intent to discourage or drive out a roommate will be considered a conduct violation, subject to housing fines and/or responsibility for the full single rate of the Unit from the date the vacancy was created, and/or Contract cancellation by University for disciplinary violations under section 10.b of this Contract.
- e) University will provide reasonable accommodations for Resident's with a disability if appropriate documentation supporting the need for accommodations is provided to the PSU Disability Resource Center: 503-725-4150 or 503-725-6504 (TTY).

6) **Check-in and Check-out:**

- a) Resident is responsible for following all check-in, Contract cancellation, check-out, and key return procedures as set forth in this Contract and/or the *University Housing Handbook*. Failure to follow such procedures may result in additional housing charges and/or fines.
- b) If Resident wishes to check-in before or after the designated check-in date, a written request must be sent to UHO in advance.
- c) Resident must vacate and remove all personal belongings from the assigned Space/Unit when making a room change within University housing or when the Contract is terminated or cancelled.
- d) Resident must complete check-out procedure and return all Housing issued keys upon check-out. Keys must be returned to the Area Desk during desk hours or the University Housing Office after hours. Resident must follow the check-out procedures outline in the *University Housing Handbook*.

7) **Cancellation prior to Check-In:** Resident may cancel this Contract prior to check-in if UHO receives written notice of cancellation by the dates specified in the Assignment Notification.

- a) Resident will be released from the Contract and will not be responsible for Space/Unit charges for the remainder of the Contract if Resident provides written notice of cancellation to UHO prior to or within three (3) business days after first assignment notification:
- b) Cancellations received after the assignment notice dates, but before term check-in will be subject to the following:
- Residents enrolled as a PSU student for the first academic term of the Contract will be billed the buyout fee of \$11 a day for the first academic term of the Contract.
 - Residents *not* enrolled as a PSU student for the first academic term of the Contract will be held responsible for 10% of the term's housing charges.

8) **Contract Cancellation by Resident after Check-In:** After Resident checks in to Unit or Space, Resident is responsible for the entire term of the Contract except for reasons described in this section. Because University's actual financial loss for a canceled or terminated Contract is difficult to determine, any payment obligations required by this Contract are agreed upon as liquidated damages and not as a penalty.

- a) **Approved Cancellations:** UHO reserves the right to determine whether a cancellation is approved under this section. After check-in, Resident will be released from the Contract and receive a full refund of the Advance Payment and a nightly prorated refund of housing charges from the check-out date for the following reasons only:
- University graduation;
 - academic program leave;

- participation in a University supported study-abroad program, co-op or internship program or student teaching outside of the greater Portland area;
 - call to compulsory, active military duty; or
 - significant, unforeseen health or financial hardship that cannot be accommodated by relocating the Resident within University housing (a Contract Cancellation Petition with appropriate documentation is required, see section 13).
- b) **Withdrawal or Other Loss of Eligibility Status:** Resident must cancel the Contract and check-out if Resident completely withdraws from University or otherwise loses Contract eligibility during the Fall, Winter, or Spring academic terms. Resident will forfeit the Advance Payment. Residents who cancel their Contract due to withdrawal or other loss of Contract eligibility and complete a proper check-out will be charged for the current term's housing charges based on the refund schedule outlined in section 4.f, and be released from responsibility for any future academic terms of this Contract. If Resident withdraws and cancels the Contract, then later registers as a PSU student at any time during the *Term of Contract*, Resident may be subject to retroactive housing charges.
- c) **Cancel at Term option (Non-LLC Contracts only):** Resident will be released from the Contract for the upcoming academic term if Resident provides written notice of Contract cancellation to UHO by the following deadlines. Resident must check-out on or before the designated check-out date listed below. *Regardless of the date of check-out, Resident will forfeit \$150 Advance Payment and be financially responsible for entire current academic term charges.* No prorated credit will be given for checking out prior to the listed check-out date.
- **Cancel for Winter Term by October 29, 2010;** Check-out by December 11, 2010
 - **Cancel for Spring Term by February 4, 2011;** Check-out by March 19, 2011
 - **Cancel for Summer Term by April 29, 2011;** Check-out by June 11, 2011
- ii) **LLC Cancellations:** Residents under LLC Contracts are not eligible to Cancel at Term, and will be responsible for payment for the entire *Term of Contract* except for an Approved Cancellation under section 8.a or in the case of withdrawal under section 8.b.
- 9) **Eligibility:** Any student admitted to University is eligible to submit a Contract for University housing. University may terminate the Contract if Resident is no longer eligible for University housing. Resident must report to UHO immediately following any change in enrollment status that affects Resident's eligibility.
- a) **Enrollment:** To be eligible for University housing, Resident must be actively enrolled at University and meet the following enrollment criteria during the *Term of Contract*:
- Undergraduate students, including those living in LLCs, must be registered for and complete a minimum of eight (8) credit hours of coursework per term in each of the three consecutive terms of the academic year (Fall, Winter, Spring).
 - Graduate students must be registered for and complete a minimum of four (4) credit hours of coursework per term in each of the three, consecutive terms of the academic year (Fall, Winter, Spring).
 - Registered students may not cancel their Contract as a result of not meeting the credit requirements. UHO will cancel under-enrolled students when necessary to provide housing for students who meet that requirement.
- b) **Financial Status:** If Resident has an outstanding balance or University Accounts Receivable hold, UHO may restrict or prevent Resident from making room changes or re-Contracting for housing. University reserves the right to deny housing to any Resident with an outstanding balance or University Accounts Receivable hold.
- c) **Affiliated Residents:** University will recognize visiting University faculty and scholars, Oregon University System (OUS) affiliates, dual enrollment program participants or enrollment at Oregon Health Sciences University for housing eligibility purposes. Residents participating in any of these programs are required to remain in good financial standing with the University, and are only eligible to cancel their University housing Contract for approved reasons (section 8.a) or under the Cancel at Term Option (section 8.c).
- d) **Family Members:** If Resident is sharing the Unit with one or more eligible family member(s), a copy of appropriate documentation demonstrating legal relationship between Resident and family member is required prior to occupancy as proof of eligibility. Failure to notify UHO of a resident or family member may result in a policy violation fine and/or disciplinary action.
- e) **Disciplinary standing:** Resident must remain in good disciplinary standing with University to maintain University housing eligibility.
- 10) **Contract Cancellation by University:**
- a) **Termination due to Ineligibility:** University reserves the right in its sole discretion to remove a Resident from University housing, terminate the Contract, and retain the Advance Payment for any of the reasons listed below. In all such instances, University may take possession of the Unit or Space immediately.
- i) Resident is admitted but fails to register for class, or cancels registration;
 - ii) Resident withdraws from University during any term;
 - iii) Resident is suspended or expelled from University for disciplinary or academic reasons; or
 - iv) Resident fails to meet financial obligations to University.
- b) **Termination for disciplinary violations or safety/security:** University reserves the right to terminate the Contract of any Resident for:
- i) Serious or repeated conduct violations of the *University Housing Handbook* or the *Student Code of Conduct*, or the non-monetary terms or conditions of this Contract.
 - ii) If University determines that Resident poses a significant danger to themselves, other residents or guests, or University housing facilities, University may require that Resident vacate the Unit immediately. If circumstances allow, prior to such termination, Resident will be provided with 24-hours written notice specifying the reason for termination.
 - iii) If Resident's Contract is terminated for disciplinary violations, Resident will be subject to the cancellation provisions outlined in section 10.b of this Contract, effective on the date of termination.
 - iv) Resident has a right to appeal University's decision to terminate the Contract as described in the *University Housing Handbook* and the *Student Code of Conduct*.

- c) University reserves the right to not enter into, and/or terminate, a housing Contract for anyone who, in the judgment of the University, represents a threat to the health or safety of University students, employees or other University constituents.
- d) **Late Arrivals & No-Shows:** University may cancel Resident's room assignment and this Contract if Resident has not completed a check-in for the assigned Space or Unit by the first day of classes of the term. To avoid cancellation, Resident must send a request for late arrival to UHO. If Resident fails to check-in or fails to submit a written cancellation to UHO before the Contract cancellation deadlines, the following cancellation policies apply:
 - Residents enrolled as PSU students for the first academic term of their Contract will be billed the buyout fee of \$11 a day for the remainder of the term, which totals \$847.
 - Residents *not* enrolled as a PSU student for the first academic term of their Contract will receive a 90% refund of the term's housing charges as outlined in section 4.f.

11) Keys and Locks: University will issue keys or card access to Unit and Building doors to Resident and household members listed on the Contract. Resident will be charged a fee, as specified in the *University Housing Handbook*, for a lock or access device change and new keys or access cards if Resident loses or fails to return the originally issued keys or cards upon check-out. The installation and use of unauthorized locks by Resident is prohibited. Resident may not loan any key(s) or building access cards to anyone or make copies of key(s) for any reason.

12) Guests: Overnight guests are permitted for a maximum stay of up to 5 consecutive days and no more than 10 days in any term. Guests in Units with multiple residents must have the consent of all residents residing in the Unit. If a longer stay is desired, written permission from Residence Life is required prior to the guest's visit.

13) Housing Contract Petitions: Resident has the right to petition charges associated with Contract cancellation by submitting a Housing Contract Cancellation Petition to UHO. Petitions must be accompanied with supporting documentation. A Housing Petitions Board will review petition documentation and provide Resident with a written notice of petition decision via e-mail.

14) Liability and Damage: Resident must comply with the following responsibilities including:

- a) Not deliberately or negligently removing or destroying any part of the Unit or its furnishings or knowingly permit others to do so.
- b) Reporting immediately to UHO any need for repairs.
- c) Assuming liability for damage resulting from action by Resident or confirmed family members or guests and for losses incurred by Resident or confirmed family members or guests.
- d) Not painting the interior or exterior of the Unit.
- e) Charges for loss or damage of facilities:
 - i) Resident is financially responsible for all facilities, fixtures and items provided for their use.
 - ii) Resident may be charged for cleaning of the Unit or Space and for any change in the general condition of University property that is not the result of normal wear and tear.
 - iii) Charges for loss, damages, excessive cleaning, and lost keys during the *Term of Contract* period will be billed to the Resident's University account. When more than one Resident occupies the Unit or Space and responsibility cannot be ascertained, any damage charge(s) will be assessed equally among the Residents.
 - iv) Relative to public and common area damages (such as lounges, recreation rooms, corridors, bathrooms, etc.), loss of equipment, or defacement of any area in common use, where responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided on a prorated basis among the Resident(s) of the Building or floor community.
- f) University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the term of the Contract.
- g) University is not responsible for loss or damage to personal property in University housing facilities due to fire, theft, pests, water, interruption of water or heat, other utility problems, damages caused by other residents, or other causes.

15) Room Entry/Inspection: University will strive to reasonably respect the privacy of the Resident, but reserves the right to enter Units for any reason. Reasons that University may deem entry necessary include, but are not limited to:

- a) needs to make repairs, perform maintenance, or install facility improvements;
- b) the recovery of University or state-owned property not authorized for use in the Unit or Building;
- c) fire, health and safety, or cleanliness inspections made periodically, including during University break periods;
- d) when there is reliable information that an emergency exists, including, but not limited to fire, water leaks/floods, accidents, sickness, or danger to the health and welfare of any resident; or
- e) when there is reliable information that a University policy is being violated.

16) Fire, Safety and Sanitation:

- a) **Inspections.** UHO will conduct a fire, safety and sanitation inspection of each Unit at least annually and more frequently as determined necessary by University.
- b) **Reporting a Fire.** In the event of a fire in the Unit or the Building, Resident must notify the following parties if it can be done without jeopardizing the safety of the Resident: (1) the Fire Department, 911; and (2) the Campus Public Safety Office, 503-725-4404.
- c) **Fire Extinguishers.** Fire extinguishers must not be removed from their hangers except for fires. Expended extinguishers must be reported to UHO immediately for replacement.
- d) **Smoke Detectors.** By law, tampering with smoke detectors is prohibited and will subject Resident to financial penalty and disciplinary action. Resident is responsible for periodically testing smoke detectors in the Unit and for reporting defective detectors.

- e) **Prohibited Items.** Use and storage of briquettes, butane, gasoline or gas burning stoves or barbecues within the Unit is prohibited. Combustibles must not be placed within six inches of wall heaters. Portable heaters are prohibited except when issued by UHO. Explosives, internal combustion engines, weapons, firearms, destructive devices, halogen lamps, individual air conditioners, and waterbeds are not permitted in the Unit. Cooking appliances with an exposed element or open flame are not permitted in Units, except those provided by University. University reserves the right to approve or limit any electrical or other device for safety reasons. University reserves the right to remove any items not in conformity with its policies. Smoking is not allowed in any University Building.

17) Housing Shortage or Emergency: In the event of a student housing shortage or a national or regional emergency, University reserves the right to increase the occupancy of a Unit or to assign Resident to another Unit, including temporary housing.

18) Interruption of Service: University is not responsible for interruption of services due to an "act of nature," strike or lockout of public or suppliers' employees, electric, water, or sewer interruptions from off-campus sources, or other events beyond the control of University.

19) Annoyance: University is not responsible for annoyance or disruption resulting from noise created by other residents, guests or external sources (e.g., private businesses, public services, construction, road noise, or University or community events).

20) License: This Contract grants a limited license to Resident to access and make personal residential use of a Space or Unit in a University housing Building, together with use of the Unit's standard installed fixtures and furnishings, plus shared use of accompanying Building common areas and furnishings, during the *Term of Contract* specified in section 1.

- a) This Contract is not a lease, nor does it create or imply any property interest or convey any possessory or tenancy rights in the Building or Unit or in any particular Space. Resident is assigned initially to Space in a specific Unit based on this Contract and availability. University reserves the right to reassign Resident to alternative Space or to another Unit or Building at any time during the term of the Contract, and to terminate the Contract as provided below.
- b) Any family members (section 9.d) who are eligible University students (9.a) and sharing a Unit with Resident must sign a separate Contract. Family members who are not University students are not required to sign a Contract. Any changes in family member occupancy occurring after the Contract becomes effective must be reported to UHO within five (5) business days.
- c) Resident cannot sell, sublease, or assign the Contract to anyone.
- d) Sole Proprietorship: Resident will not operate a business either in person or by the Internet to provide goods and services to others. The Unit will be used solely for the purpose of providing housing to Resident and not for the purposes of running a business.
- e) **Enforcement:** This Contract is a binding agreement between Resident and University. Any violation of the Terms and Conditions of this Contract may subject Resident to disciplinary action under the *University Housing Handbook* or the *Student Code of Conduct* or both.

21) Order of Precedence: In the event of any conflict between or among the terms contained in any of the following documents, the following order of precedence will prevail:

- a) The *Student Code of Conduct* (highest priority)
- b) These Contract terms and conditions
- c) The *University Housing Handbook*
- d) University's student admission letter
- e) PSU Computer & Network Acceptable Use Policy

22) Parties: This document constitutes a Contract ("Contract") for housing between the student ("Resident") and Portland State University ("University") or, in the case of housing in Broadway, between the Resident and Broadway Housing, LLC, for which University acts as agent. This document details forth the terms and conditions under which the Resident may occupy housing in a University owned or managed housing facility. This Contract is subject to the availability of space in accordance with University's determination of priority for providing space at the time this signed Contract is received by University's Housing Office ("UHO").

- a) **Parent/Guardian:** If a student is under the age of eighteen (18) at the signature of this Contract, then a parent/guardian must sign this Contract in addition to the Resident. The Contract will be binding for both the parent/guardian and the Resident.
- b) **Changes to Contract:** University reserves the right to make changes to the Contract or to housing rates and fees during the term of the Contract with 30 days advance notice.

FOR MORE INFORMATION CONTACT:

University Housing Office
625 SW Jackson, Suite 210, Portland, OR 97201
Phone: 503-725-4333
E-mail: housing@pdx.edu
www.housing.pdx.edu

Any questions concerning the provisions of this Contract should be directed only to the University Housing Office. Only the Chief Housing Officer or a designee is authorized to make exceptions to the terms and conditions of the Contract.

Portland State University supports equal opportunity in admissions, education, employment, and use of facilities by prohibiting discrimination in those areas based on age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status. This policy implements state and federal law (including Title IX); inquiries about it should be directed to the Office of Affirmative Action, 122 Cramer Hall, 503-725-4417; TTY: 503-725-650.