

2009-2010

PORTLAND STATE UNIVERSITY HOUSING CONTRACT TERMS & CONDITIONS

DRAFT: finalized Terms & Conditions will be posted July 1, 2009

- 1) **Parties:** This document constitutes a contract for housing between the student (“Resident”) and Portland State University (“University”) or, in the case of housing in Broadway, between the student (“Resident”) and Broadway Housing, LLC, for which University acts as agent. It sets forth the terms and conditions under which Resident will be allowed to 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”). **Note: 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 received by Resident.**
- 2) **License:** This contract grants a limited license to Resident to access and make personal residential use of one assigned bedroom space (“Bed Space”) in a multi-resident living unit (“Unit”) in a University owned or managed residence hall or apartment complex (“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 the contract specified in section 3 below.
- a) This contract is not a lease, nor does it create any property interest or convey any possessory or tenancy rights in the Building or Unit or in any particular Bed Space. Resident is assigned initially to Bed Space in a specific Unit based on this contract and availability. University reserves the right to reassign Resident to alternative Bed 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) **By the Unit:** If assigned to a Unit in **Blackstone, Parkway, Stratford**, then this contract covers the entire Unit assigned and the financial obligations of Resident and all other residents in the same unit (except for eligible family members) will be joint and several. Resident must specify on the contract application for housing all other proposed occupants of the Unit, all of whom must be either other eligible PSU students or eligible family members (section 4.c) Eligible family members are not required to sign a contract, but each eligible PSU student must sign a separate contract. Any changes in occupancy occurring after the contract becomes effective must be reported to UHO within 5 business days. Failure to notify UHO of an eligible resident or family member may result in a fine. All references in this contract to “Resident” will mean all residents identified in the approved contract application. Resident warrants that occupancy of the unit will not exceed the occupancy limitations specified in the *University Housing Handbook*.
- c) **By the Bed Space:** If assigned to a Bed Space in **Blumel, Broadway, Ondine, King Albert, Saint Helen’s Court or Stephen Epler Hall, or any Living Learning Community**, Resident is responsible for and must pay the published room rate and, if applicable, board rates, plus a portion of the cost of maintaining common area furnishings. UHO may assign a roommate to vacant bed spaces in units designated as double-occupancy (section 5.f).
- 3) **Term of Contract:** Resident must choose, at the time of submitting a contract, whether the Resident wishes an Academic Year contract (September 19, 2009 – June 12, 2010) and/or a Summer Term contract (June 19, 2010 – September 1, 2010). This contract is effective when UHO has confirmed in writing to Resident the assignment of a Unit or of Bed Space in a Unit. It is binding for the entire academic year beginning immediately following assignment, or that portion of the academic year period remaining at the time of assignment. All academic year contracts expire June 12, 2010; all Summer Term contracts expire September 1, 2010. **Failure to officially check-in (as described in section 6 below) does not release Resident from the financial obligations of this Contract.** The effective dates for each contract type are:
- **Academic Year contracts** are available in: All University Housing buildings from **September 19, 2009 to June 12, 2010 at 12:00 noon.**
 - **Summer Term contracts** are available in: Broadway (non-LLC floors), Ondine (non-LLC floors), Stephen Epler (non-LLC floors), Blackstone, King Albert, Montgomery, Parkway, St. Helen’s and Stratford and West from **June 19, 2010 to September 1, 2010 at 5:00 pm.**
- 4) **Eligibility:** Anyone admitted to University is eligible to apply for on-campus housing. University may terminate the contract if Resident is no longer eligible for University housing. Resident must report to UHO within 5 business days following any change in enrollment that affects Resident’s eligibility status.
- a) **Enrollment:** To be eligible for University housing, a student must be enrolled in a degree-seeking program and meet one of the following enrollment criteria:
- i) **Undergraduate** students, including those living in FYE locations, must be registered for and complete a minimum of eight credit hours of coursework per term in each of the three, consecutive terms of the academic year (Fall, Winter, Spring).
 - ii) **Graduate** students must be registered for and complete a minimum of four credit hours of coursework per term in each of the three, consecutive terms of the academic year (Fall, Winter, Spring).
 - iii) Dropping to less than the above enrollment requirements does not automatically release Resident from the contract.
 - iv) **Summer term:** Residents who maintain continued occupancy in University Housing for Spring 2010 and Fall 2010 terms are not required to be enrolled during the Summer 2010 term in order to continue living in University Housing. Residents who initially move into University Housing during Summer term 2010 are required to meet the minimum credit requirements listed above. (decreased credit requirements and/or program involvement for summer?)
- b) **Affiliated Residents:** University will recognize visiting faculty, OUS affiliates, dual enrollment program participants or enrollment at Oregon Health Sciences University for housing eligibility purposes. Assignment priority will be given to current PSU students. 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 contract under the “Cancel at Term Option” outlined in section 10*ci* if this Contract.

- c) **Family Members:** If Resident is sharing the Unit with one or more eligible family member, a copy of appropriate documentation (i.e., marriage certificate or international equivalent, Domestic Partnership Declaration Form, birth certificate or proof of legal guardianship for children) is required prior to occupancy as proof of eligibility.
 - d) **Parent/Guardian:** If a parent or guardian has signed this contract in addition to Resident, the Contract will be binding on both the parent or guardian and Resident.
 - e) **Disciplinary standing:** Resident must remain in good disciplinary standing with University in order to maintain eligibility to remain in University housing.
 - f) **PSU Account in good standing:** If Resident has an outstanding fee 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 residency to any Resident with an outstanding fee balance or University accounts receivable hold.
- 5) **Assignment Process:**
- a) This contract is for space in University housing. UHO will attempt to accommodate Resident housing 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 completed contract and the following eligibility considerations.
 - c) **Living Learning Communities:** New, first year college students who are age 19 or younger on the date the contract begins are only eligible to live one of PSU's Living Learning Communities (LLC), which includes the FYE program in Broadway or Ondine, the Global Village program, or the Russian Immersion program in Stephen Epler Hall. Residents in the FYE program are required to have a dining plan. New, first year college students age 20 or older on the date the contract begins may request to live in a LLC or in any other available housing Unit or Bed Space.
 - d) **Full Year only buildings:** Assignment to the Stratford, Parkway, or Blackstone buildings requires Resident to have an active Academic Year and Summer Term Housing contract.
 - e) **UHO will confirm Bed Space and Unit assignments by email.** Resident is responsible for checking his or her email account regularly, and failure to do so will not constitute grounds allowing Resident to cancel the contract.
 - f) **University reserves the right to reassign Resident to different Bed 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. See *University Housing Handbook* for further policies and procedures.
 - g) **Double Room Vacancies:**
 - i) If a vacancy occurs in a Unit that consists of two Bed Spaces in which Resident is the remaining resident, UHO may assign another resident to fill the vacancy or reassign the Resident for room consolidation purposes, unless Resident elects (subject to UHO approval) to treat the Unit as a single Bed Space unit and to pay charges for the Unit based on the higher, single Bed Space rate. Charges at the higher 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 Bed Space, Resident must make half of all furnishings and space available for a new resident to move in at any time. Refusal to accept a roommate or failure to accept reassignment to another Unit will constitute agreement by Resident to pay the single Bed Space rate.
 - 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 disciplinary action, housing fines and/or responsibility for the full rate of the double occupancy unit / contract cancellation by University for disciplinary violations under section 11.b of this contract.
 - iv) If Resident leaves for a term break, Resident must leave the Unit ready for a roommate and for a UHO or Residence Life staff member to check the Unit. Any Unit not ready will be deemed a single Bed Space Unit and Resident will be subject to section 5.g.iii above.
 - h) University will provide reasonable accommodations for Resident if Resident has a disability and provides appropriate documentation supporting the need for the accommodation(s). Requests for accommodations must be directed to: 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 detailed Check-in, Contract Cancellation, Check-out, and key return procedures as set forth in the this Contract and/or the *University Housing Handbook*. Failure to follow such procedures may result in additional housing charges.
 - b) If Resident wishes to check-in before or after the designated check-in date, s/he must contact UHO in advance.
 - c) Resident must vacate and remove all personal belongings from his/her assigned Bed Space/Unit when making a room change within University housing or when the contract is terminated or cancelled.
 - d) Resident must complete Check-out procedures and return all Housing issued keys to a University Housing or Residence Life staff member upon Check-out. If applicable, any prorated refund of housing charges will be based on date of completed Check-out and key return.
- 7) **Rates, Billing and Payment:**
- a) Resident must pay the applicable rate for the Bed Space or Unit to which the Resident is assigned. Rates are available upon request or online at www.housing.pdx.edu.
 - i) In buildings where the rate is charged by the Bed Space, the double rate will be charged for every adult living in the Unit. Residents in buildings charged by the Bed Space who are living with adult eligible family members will be held financially responsible for the double rate for each 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.
 - b) Room and board fees are established by University and approved by the Oregon University System; 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.
 - c) Charges for each academic term are billed at the beginning of the term on Resident's University account. University will send a monthly statement of the Resident's University account to the Resident's current address.

Resident may pay charges by mail, on-line or in person at the Cashier's Office. An interest charge of 1% per month (12% per year) and a billing fee will be added to Resident's University account for payments that are 30 days or more overdue.

d) 10-Day Rule:

- i) Residents who Check-in during the first ten days of the term's contract days will be charged from the first contract day of the term.
- ii) Residents who Check-in during the last ten days of the term's contract days will be charged for a *minimum* of ten days.
- iii) Residents who Check-in and then Check-out in less than ten days will be charged for a *minimum* of ten days.
- iv) Residents who do not Check-in and do not cancel the Contract (no-show) will be charged for a *minimum* of ten days, regardless of student status.

e) Summer Term Rates and Billing:

- i) Resident must choose a 4-week (either June 20 – July 18, 2009 or July 18 – August 15, 2009) or 10-week (June 20 – September 1, 2009) stay duration during Summer term and will be charged the corresponding rate for the entire selected stay duration. No prorated refunds will be issued.
- ii) Resident will be charged for a minimum of a 4-week stay during summer term.
- f) University will apply any financial aid, as well as scholarships, grants, fee remissions and other loans awarded to Resident, to housing charges incurred or reasonably expected to be incurred.
- g) University may cancel this contract if the Resident's University account balance is not paid by the due date or if alternate payment arrangements have not been approved by University's Accounts Receivable Office.
- h) There is no additional charge for occupancy between terms if Resident lives in University housing continuously prior to the break period, and for the entire term following it. If Resident lives in University housing less than a full term following a break period, Resident will be retroactively assessed daily, prorated housing charges for that break in addition to any other applicable fees.
- i) **Withdrawal:** Resident must notify UHO of withdrawal from University. If Resident withdraws from University before completing a Check-out of the Resident's Unit, Resident will be charged for room and board on a prorated basis through the date of completed Check-out. If Resident withdraws, Resident will forfeit the Advance Payment described in section 8, unless the contract is canceled as described in section 9.
 - i) No prorated refunds are given for withdrawal after the seventh (7th) week of each academic term in Fall, Winter and Spring terms.
 - ii) No prorated refunds are given for withdrawal during Summer Term.
- j) **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 or University's decision is incorrect. Any claim of an improperly assessed charge or fee must be made in writing to UHO within 45 days following the later of the date the charge or fee is imposed or notice is provided to Resident that University will not refund the fee or charge. See the *University Housing Handbook* for procedures regarding charge/fee disputes.

8) Processing Fee and Advance Payment:

- a) Academic Year contracts must be accompanied by a \$50 **non-refundable** contract processing fee and a \$150 Advance Payment.
 - i) Summer Term contracts do not require an Advance Payment.
- b) The \$50 contract processing fee is only refundable if the contract is rejected by University Housing due to ineligibility. This is a one-time processing fee and will not be required for subsequent contracts submitted during the same academic year.
- c) The \$150 Advance Payment will automatically be credited to Resident's housing charges during Spring term.
- d) 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 after first assignment notification.

9) Cancellation prior to contract start: Resident may cancel this contract prior to the beginning of the contract term if UHO receives written notice of cancellation by the following dates and UHO approves the cancellation as described in section 10.

- a) Resident will be released from the contract and will not be responsible for Bed Space/Unit charges for the remainder of the contract if Resident provides written notice of cancellation to UHO by the following dates:
 - **Contracts for Fall Term move-in (September 19, 2009):** deadline Friday, July 31, 2009
 - **Contracts for Winter Term move-in (January 2, 2010):** deadline Friday, December 11, 2008
 - **Contracts for Spring Term move-in (March 27, 2010):** deadline Friday, March 5, 2009
 - **Contracts for Summer Term move-in (June 19, 2010):** deadline Friday, June 4, 2009
- b) Cancellations received after the dates listed above, but before term move-in will be subject to cancellation provisions outlined in the contract terms and conditions:
 - i) If Resident remains enrolled as a PSU student at the time of cancellation, Resident will be billed the \$9.00 per day buyout fee for the first academic term of the contract.
 - ii) If Resident is not enrolled as a PSU student at the time of cancellation, Resident will be charged for the 10-day minimum (section 7.d.).

10) Contract Cancellation by Resident after move-in: Except as described in this section, Resident is responsible for the entire term of the contract. UHO may release Resident from the contract prior to the completion of the term for one of the following reasons only:

- 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 full refund of the Advance Payment and a prorated refund of housing charges from the check-out date for extraordinary reasons only, such as:
 - graduation;
 - academic program leave;
 - participation in a University supported/sponsored 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 to other University housing (a request for release for this reason must be documented by the Resident and reviewed and approved by the UHO manager).

b) **Withdrawal:** Resident may cancel the contract if Resident withdraws from University and provides written notification of cancellation to UHO, but Resident will forfeit the Advance Payment. If Resident withdraws and cancels the contract, then later registers as a PSU student at any time during the same term of the contract, they are subject to all cancellation provisions and retroactive housing charges may apply. **Unapproved Cancellations:** If Resident leaves University Housing for any reason other than an Approved Cancellation as provided above, Resident will automatically forfeit the Advance Payment and be subject to the following cancellation provisions:

- i) **Cancel at Term option (LLC contracts not eligible):** Unless Resident is an LLC resident, Resident will be released from the contract for the upcoming academic term if Resident provides written notice to UHO by the following deadlines that s/he wishes to cancel the contract. Resident must check-out on or before the designated move-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 moving out prior to the listed move out date).
- **Cancel for Winter Term:** Cancel by 11/6/2009; check-out by 12/12/2009
 - **Cancel for Spring Term:** Cancel by 02/12/2010; check-out by 03/20/2010
 - **Cancel for Summer Term:** Cancel by 04/30/2010; check-out by 06/12/2010

If Resident notifies UHO of Resident's intent to cancel after the deadline listed above, Resident may still check-out on or before the move out-dates listed for the current academic term, but Resident will:

- **forfeit the Advance Payment**
- **be held financially responsible for the entire housing charge for the current academic term; and**
- **be charged a buy-out payment of \$9.00 per day for the upcoming academic term**

Upon paying all charges, Resident will be released from liability for any subsequent academic terms otherwise required under the contract. Because University's actual financial loss for a canceled or terminated Contract is difficult to determine, the foregoing payment obligations are agreed upon as liquidated damages and not as a penalty.

- ii) **Eligible Replacement:** The Resident may be released from an active contract by finding and petitioning for an Eligible Replacement to take responsibility for their contract. It is the responsibility of the Resident to find an Eligible Replacement.
1. The replacement Resident must be a University student who is eligible for University Housing under section 4 of this contract.
 2. If the original Resident has a Living Learning Community (LLC) contract and resides in a LLC, their Eligible Replacement must also be eligible for and will to reside in a LLC.
 3. The replacement Resident may not have an active contract with University Housing.
 4. The replacement Resident will be assigned at the discretion of the University Housing Office based on space availability at the time of contracting, and must accept the assignment. The replacement Resident is not guaranteed assignment to the original Resident's same room.
 5. The original Resident will be financially responsible for the contract until the date the replacement Resident checks-in or the date the original Resident checks-out, whichever date is latest.
 6. If the Replacement Resident does not take occupancy or withdraws from the University before taking occupancy, the original Resident will resume financial obligation of the contract.
 7. If the Replacement Resident does not remain in University Housing for a minimum of one (1) academic term, the original Resident may resume financial obligation for the contract. (*unenforceable*) ←
- iii) **LLC Cancellations:** Residents under LLC contracts are not eligible to Cancel at Term under section 10.c.i, and will be responsible for payment for the entire term of the contract except for an Approved Cancellation under section 10.a above or in the case of withdrawal under section 10.b or upon providing an eligible replacement under section 10.c.ii above.

11) **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 following reasons. In all such instances, University may take possession of the Unit or Bed Space immediately.
- i) Resident is admitted but fails to register for class, or cancels registration;
 - ii) Resident withdraws from University during or at the end of 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 him/herself, 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 this contract to the same extent as if the contract had been canceled by Resident under section 10 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 housing assignment and this contract if Resident has not completed check-in for the assigned Bed Space or Unit by the first day of classes of the term, unless UHO has received written notification from Resident that s/he will be arriving late. In the alternative, University may reassign Resident upon his or her arrival at University as space allows. If Resident fails to check-in and fails to submit a written cancellation to UHO before the contract cancellation deadlines, and:
- Remains enrolled as a Portland State University student for the 2009-2010 academic year: Resident will forfeit the Advance Payment and must pay \$9.00 per day for the entire first academic term of the contract, but will be released from any subsequent academic terms of the contract.
 - Is not enrolled as a Portland State University student for the 2009-2010 academic year: Resident will forfeit the Advance Payment and will be must pay full housing charges for the first ten (10) nights of the academic term.
- 12) **Dining Plan:** Residents living in the FYE program in Broadway or Ondine are required to select a dining plan as part of their Contract. Dining dollars that are part of the dining plan carry over from term to term (as long as dining plan is active) but dining dollars must be used by the end of Spring term 2009. If FYE contract is cancelled, any remaining dining dollars are forfeited and no refunds will be available for unused dining plan meals amounts at any point, regardless of balance upon termination of this Contract. Balances remaining at time of cancellation will not be available for use. Resident may change dining plan for the current term for up to one week from the first day of classes each term.
- 13) **Liability/Personal Property:** University is not responsible for loss or damage to personal property in University housing facilities due to fire, theft, water, interruption of water or heat, other utility problems, damages caused by other residents, or other causes. **Resident is strongly encouraged to carry personal property or renter's insurance.** Resident is also encouraged to remove all valuable items from the Bed Space/Unit during any extended absence. Any personal effects, valuables or other property left in the Bed Space or Unit or in the Building after the expiration of the contract is deemed to be abandoned property and may be retained by University as its property or may be disposed of by University through sale, donation, or in such other manner as University in its sole discretion may determine. Any proceeds derived from the sale of such property will be the property of University.
- 14) **Resident Responsibilities:** Resident must comply at all times with state and federal laws and regulations, Oregon University System and University policies applicable to housing provided by University, the *University Housing Handbook* and the *Student Code of Conduct*. Without limiting these obligations in any way, Resident must:
- a) Not sell, sublease, or assign the contract to anyone.
 - b) Not allow the Unit to be occupied by anyone other than Resident, eligible family members or other approved Residents.
 - c) Not loan any key(s) or building access badges to anyone.
 - d) Conduct herself /himself, and require Resident's guests and eligible family members to conduct themselves in compliance with the *University Housing Handbook* and *Student Code of Conduct* and in a reasonable manner that does not disturb other residents or their guests.
 - e) Provide proper identification when requested by a University staff member or other University official and comply with their directions given in the performance of their official duties.
 - f) Not store or possess firearms, explosives, volatile, or hazardous substances in the Unit.
 - g) Not use a waterbed in the Unit.
 - h) Keep the Unit and all plumbing and other fixtures in the Unit clean.
 - i) Prevent damage to the Unit and its furnishings beyond normal wear and tear.
 - j) Dispose of all waste in a sanitary and safe manner.
 - k) Use the Unit, common facilities and all appliances and fixtures in a reasonable manner considering the purposes for which they were designed and intended.
 - l) Not deliberately or negligently destroy or remove any part of the Unit or its furnishings or knowingly permit others to do so.
 - m) Report immediately to UHO any need for repairs.
 - n) Protect the Unit from pests and vermin.
 - o) Assume liability for damage resulting from action by Resident or eligible family members or guests and for losses incurred by Resident or eligible family members or guests.
 - p) Not paint the interior or exterior of the Unit.
 - q) 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 Bed 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 Contract period will be billed to the Resident's University account. When more than one Resident occupies the Unit or Bed 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 residence hall or floor community.
- 15) **University Responsibilities:** University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the term of the contract.
- 16) **Room Entry/Inspection:** University will strive to reasonably respect the privacy of the Resident. However, at times it may be necessary for University staff to enter Resident's Unit. University will make reasonable efforts to notify Resident in advance of any entry. University staff will not enter Resident's room without consent of Resident except for the following reasons:
- a) to make repairs, perform maintenance, or install facility improvements;

- b) to recover University or state-owned property not authorized for use in the Unit or Building;
 - c) for 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, 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.
- 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 employees 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) **Keys and Locks:** University will issue keys or card access to Unit or 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.
- 21) **Guests:** Overnight guests are permitted for a maximum stay of up to 5 consecutive days and no more than 10 days in any month. 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.
- 22) **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 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 be used for fires only and 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) **Plugs and Adaptors.** Only U.L. approved electrical cords and multi-plug adapters are permitted in the Unit.
 - f) **Combustibles.** 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.
 - g) **Prohibited Items.** For reasons of health and safety, 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 without kitchens. University reserves the right to approve or limit any electrical or other device for safety reasons.
 - h) University reserves the right to remove any items not in conformity with its policies.
- 23) **Smoking:** Smoking is not permitted in any University Housing Unit or Building. Policies and sanctions regarding smoking violations are set forth in the *University Housing Handbook*.
- 24) **Pets:** Resident must comply with policies governing pets as set forth in the *University Housing Handbook*.
- 25) **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.
- 26) **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.
- 27) **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 priority 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

This is your copy of the contract. Keep for your records.

FOR MORE INFORMATION CONTACT:**University Housing Office**

625 SW Jackson, Suite 210, Portland, OR 97201

Phone: 503-725-4333

Email: housing@pdx.eduwww.housing.pdx.edu

Any questions concerning the provisions of this contract should be directed only to the University Housing Office.

Only the University Housing Services Manager or his/her 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: 503-725-6503