

PORTLAND STATE UNIVERSITY HOUSING CONTRACT 2009-2010 TERMS & CONDITIONS

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2009-2010

PORTLAND STATE UNIVERSITY HOUSING CONTRACT TERMS & CONDITIONS *posted September 1, 2008*

- 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 read or received by Resident.**
 - a) **Parent/Guardian:** If a student is under the age of eighteen (18) years of age at the signature of this contract, then a parent or guardian must sign this contract in addition to the Resident. The contract will be binding on both the parent or guardian and the 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 or imply 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) If Resident is sharing the Unit with one or more eligible family members as provided in this contract, eligible family members who are not University students are not required to sign a contract; but each eligible University student sharing a Unit must sign a separate contract. Any changes in family member occupancy occurring after the contract becomes effective must be reported to UHO within five (5) business days. Failure to notify UHO of a resident or family member may result in a policy violation fine and/or disciplinary action. All references in this contract to “Resident” will mean all residents indicated on housing contract and approved by UHO.
 - c) **By the Unit:** If assigned to a Unit in **Blackstone, Parkway, or 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 housing contract other proposed occupants of the Unit, all of whom must be either other eligible PSU students or eligible family members (section 4.c). Resident warrants that occupancy of the unit will not exceed the occupancy limitations specified in the *University Housing Handbook*.
 - d) **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, FYE meal plan rates, plus a portion of the cost of maintaining common area furnishings. UHO may designate Units as single- or double-occupancy based on University housing maintenance, capacity, or programmatic needs. University may assign a roommate to vacant bed spaces in units designated as double-occupancy (section 5.e).

- 3) **Term of Contract:** Resident must choose, at the time of submitting housing contract, whether the Resident wishes an 2009-2010 Academic Year contract (September 19, 2009 – June 12, 2010) and/or a Summer 2010 option (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 Options contracts expire no later than 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.**
 - i) See Summer Option Addendum (section 29) for Summer Term of Contract details.

- 4) **Eligibility:** Any student admitted to University is eligible to request a contract for University 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 status that affects Resident’s eligibility.
 - a) **Enrollment:** To be eligible for University housing, a student must be actively enrolled at PSU and meet one of the following enrollment criteria:
 - i) *Academic Year (Fall – Spring Terms):*

1. Undergraduate students, including those living in LLCs, 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).
 2. 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).
- ii*) See Summer Option Addendum (section 29) for Summer Eligibility Requirements.
- iii*) Dropping to less than the above enrollment requirements does not automatically release Resident from the contract.
- b) **Affiliated Residents:** University will recognize visiting University faculty and scholars, OUS affiliates, dual enrollment program participants or enrollment at Oregon Health Sciences University for housing eligibility purposes. Assignment priority will be given to current University 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 University housing contract for approved reasons (section 10.a) or under the Cancel at Term Option (section 10.c.ii).
 - c) **Family Members:** If Resident is sharing the Unit with one or more eligible family member(s), a copy of appropriate documentation (as determined by UHO) demonstrating legal relationship between Resident and family member is required prior to occupancy as proof of eligibility.
 - d) **Disciplinary standing:** Resident must remain in good disciplinary standing with University in order to maintain University housing eligibility.
 - e) **PSU account in good standing:** 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 residency to any Resident with an outstanding fee balance or University Accounts Receivable hold.
- 5) **Assignment Process:**
- a) This contract is for a Bed Space in University housing, and not a specific building or Unit. 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 for the academic year based on the date UHO receives a signed and completed contract, and the following considerations.
 - i*) Living Learning Communities (LLC) requirement: 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 LLCs, 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 an FYE 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.
 - ii*) Full Year only buildings: Assignment priority for the Stratford, Parkway, or Blackstone buildings will be given to Students with active, consecutive Academic Year and Summer Term housing contracts.
 - iii*) Planned occupancy, structural capacity, and other University housing maintenance or assignment needs.
 - iv*) Summer Term: See Summer Option Addendum (section 29) for Summer-specific assignment processes.
 - c) ***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.
 - d) **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.
 - e) **Double Room Vacancies:**
 - i*) If a vacancy occurs in a Unit that consists of two Bed Spaces in which Resident is the remaining occupant, 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 housing 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.
 - 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 single rate of the unit from the date the vacancy was created, and/or 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.e.iii above.
 - f) 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 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, s/he must receive written approval from 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 procedure 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.pdx.edu/housing.
- 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, and are subject to all University account policies.
- d) For the purposes of calculating nightly prorated housing charges, each academic 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.
- f) *Loss of Eligibility Status:* This contract may be canceled either by the University or by the Resident if Resident fails to meet or loses University Housing eligibility status as outlined in section 4. Residents whose contracts are canceled due to eligibility status after the Move In date, and who, where applicable, complete a check-out, will receive the following refund of the full term's housing charges to their PSU account based on the following schedule:
- *Cancellations and check-outs after Move In day but before the end of the first week of the term: 90% refund.*
 - *Cancellations and check-outs during the second week of the term----- 70% refund.*
 - *Cancellations and check-outs during the third week of the term-----60% refund.*
 - *Cancellations and check-outs during the fourth week of the term----- 50% refund.*
 - *Cancellations and check-outs during the fifth week of the term-----40% refund.*
 - *Cancellations and check-outs during the sixth week of the term-----30% refund.*
 - *No refunds are given for cancellations and check-outs after the sixth week of the term.*
- g) 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.
- h) 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.
- i) 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.
- j) *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 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 date the charge or fee is imposed and notice is provided to Resident. See the *University Housing Handbook* for procedures regarding charge/fee disputes.

8) **Processing Fee and Advance Payment:**

- a) Requests for Academic Year contracts must be accompanied with a \$50 **non-refundable** contract processing fee and a \$150 Advance Payment, except that:
- i) Requests for Summer Term contracts do not require an Advance Payment.
- b) The \$50 contract processing fee is only refundable if the contract is rejected by UHO. This is a one-time processing fee and will not be required for any subsequent requests for contracts submitted during the same academic year.
- c) The \$150 Advance Payment will automatically be credited to Resident's student account during Spring term of this contract. An Advance Payment will be required for *every* contract submitted by Resident.
- 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 Move In:** Resident may cancel this contract prior to Move In if UHO receives written notice of cancellation by the following dates.

- 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 2009 Move In** deadline: **Friday, July 31, 2009**
 - Contracts for **Winter Term 2010 Move In** deadline: **Friday, December 11, 2009**
 - Contracts for **Spring Term 2010 Move In** deadline: **Friday, March 5, 2009**
- b) Cancellations received after the dates listed above, but before term Move In will be subject to the following:
- If Resident is enrolled as a PSU student for the first academic term of the contract: Resident will be billed the buyout fee (\$11/day) for the first academic term of the contract.
 - If Resident is *not* enrolled as a PSU student for the first academic term of the contract: Resident will be held responsible for 10% of the term's housing charges (see section 7.f.)
- c) See Summer Option Addendum (section 29) for Summer Cancellation terms.

- 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. 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:
- 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 request for release for this reason must be documented by the Resident and reviewed and approved by the UHO manager or designee).
- 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 University Housing eligibility status during the Fall, Winter, or Spring academic terms. Resident will forfeit the Advance Payment as described in section 8. Residents who cancel their contract due to withdrawal or other loss of University Housing eligibility status and complete a proper check-out of the Resident's Unit will be charged for the current term's housing charges based on the refund schedule outlined in section 7.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 this contract, Resident is subject to all cancellation provisions and retroactive housing charges may apply.
- i) Dropping to less than the required enrollment does not automatically release Resident from the contract. See section 4.a.
- c) **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) **LLC Cancellations:** Residents under LLC contracts are not eligible to Cancel at Term under section 10.c.ii, and will be responsible for payment for the entire term of the contract except for an Approved Cancellation under section 10.a or in the case of withdrawal under section 10.b.
- ii) **Cancel at Term option (Non-LLC contracts only):** 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 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 moving out prior to the listed check-out date).*
- **Cancel for Winter Term by November 6, 2009;** Check-out by December 12, 2009
 - **Cancel for Spring Term by February 12, 2010;** Check-out by March 20, 2010
 - **Cancel for Summer Term by April 30, 2010;** Check-out by June 12, 2010
- d) See Summer Option Addendum (section 29) for Summer Cancellation terms.
- 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 a 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:

- If Resident is enrolled as a PSU student for the first academic term of the contract: Resident will be billed the buyout fee for the first academic term of the contract.
- If Resident is *not* enrolled as a PSU student for the first academic term of the contract: Resident will receive a 90% refund of the first academic term's housing charges as outlined in section 7.f.

- 12) **Housing Contract Petitions:** Resident has the right to appeal UHO determinations regarding contract eligibility, cancellation, and charges by submitting a Housing Contract Petition to UHO. Petitions must be accompanied with supporting documentation. UHO and affiliated University offices (e.g. Residence Life, Financial Aid, Student Health & Counseling, etc.) will review petition documentation and provide Resident with a written notice of petition decision as outlined in the *University Housing Handbook*.
- 13) **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 within the Academic Year as long as dining plan remains active, but dining dollars must be used by the end of Spring Term 2010. 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 an academic term up to the first day of classes of that academic term.
- 14) **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.
- 15) **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, confirmed 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 weapons, firearms, explosives, volatile, or hazardous substances in the Unit.
 - g) Not possess or store illegal drugs (other than medicine prescribed for the individual possessing or using the substance).
 - h) Not use a waterbed in the Unit.
 - i) Keep the Unit and all plumbing and other fixtures in the Unit clean.
 - j) Prevent damage to the Unit and its furnishings beyond normal wear and tear.
 - k) Dispose of all waste in a sanitary and safe manner.
 - l) Use the Unit, common facilities and all appliances and fixtures in a reasonable and cleanly manner considering the purposes for which they were designed and intended.
 - m) Not deliberately or negligently destroy or remove any part of the Unit or its furnishings or knowingly permit others to do so.
 - n) Report immediately to UHO any need for repairs.
 - o) Protect the Unit from pests and vermin, and report any suspicion of pests or vermin.
 - p) Assume 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.
 - q) Not paint the interior or exterior of the Unit.
 - r) 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.
 - s) 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.'
 - t) Acceptable Network Use: Resident will follow University's acceptable use policy regarding network and Internet resources as outlined in the Student Code of Conduct.

- 16) **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.
- 17) **Room Entry/Inspection:** University will strive to reasonably respect the privacy of the Resident, but reserves the right to enter for any reason. Reasons that University Housing may deem entry necessary include, but are not limited to:
- to make repairs, perform maintenance, or install facility improvements;
 - to recover University or state-owned property not authorized for use in the Unit or Building;
 - for fire, health and safety, or cleanliness inspections made periodically, including during University break periods;
 - 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
 - when there is reliable information that a University policy is being violated.
- 18) **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.
- 19) **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.
- 20) **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).
- 21) **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.
- 22) **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.
- 23) **Fire, Safety and Sanitation:**
- Inspections.** UHO will conduct a fire, safety and sanitation inspection of each Unit at least annually and more frequently as determined necessary by University.
 - 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.
 - 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.
 - 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.
 - Plugs and Adaptors.** Only U.L. approved electrical cords and multi-plug adapters are permitted in the Unit.
 - 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.
 - 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, 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.
- 24) **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*.
- 25) **Pets:** Resident must comply with policies governing pets as set forth in the *University Housing Handbook*.
- 26) **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.
- 27) **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.
- 28) **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:
- The *Student Code of Conduct* (highest priority)
 - These contract terms and conditions

- c) The *University Housing Handbook*
- d) University's student admission letter
- e) PSU Computer & Network Acceptable Use Policy

- 29) **Summer Option Addendum**: All terms & conditions of this contract apply to Summer Term housing, except as follows:
- a) **Term of Contract**: Resident will be charged the corresponding rate for the entire selected option. Except as approved under section 10.a, no prorated refunds will be issued. Resident must choose a Summer Option at the time of contract submission:
 - i) **Full Summer**: 10-week option (June 19 – September 1, 2010). Available in Blumel, Broadway (non-LLC floors), Ondine (non-LLC floors), Stephen Epler (non-LLC floors), Blackstone, King Albert, Montgomery, Parkway, St. Helen's and Stratford.
 - ii) **Summer Sessions 1 or 2**: 4-week option (either June 19 – July 17, 2010 or July 17 – August 14, 2010). Available in furnished double rooms in Blumel, Broadway, Ondine, and Stephen Epler; or furnished Montgomery sleepers.
 - b) **Eligibility**: Residents are required to keep their PSU account in good standing to be eligible for University housing during Summer Term.
 - i) Residents who maintain continued occupancy in University housing from Spring to Summer are not required to be enrolled during the Summer term in order to continue living in University housing.
 - ii) New, incoming Summer Residents are required to be registered for and complete a minimum of 4 credit hours during Summer Term or otherwise demonstrate, to the satisfaction of UHO, active involvement in a PSU program.
 - c) **Assignment**: Assignment priority will be given to students with an active contract for both the Summer and following Academic Year. Further assignment priority will be determined by the Summer option selected and the date UHO receives a signed and completed Summer Option.
 - d) **Cancellation**. Residents may cancel their contract in writing prior to the following dates without penalty. Except as approved under section 10.a, no prorated refunds will be issued for Summer Term cancellations received after these dates.
 - i) Spring 2010 Residents may add, cancel, or adjust Summer Term contracts until **Friday, April 30, 2010**.
 - ii) New, incoming Summer Term Residents may cancel or adjust their Summer Term contracts until **Friday, June 4, 2010**.

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.edu
www.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