

Portland State University | Summer Housing & Conferences

Intern Room Contract Summer 2021

READ CAREFULLY: THIS IS A LEGALLY BINDING CONTRACT.

Introduction. This Contract is for a Space in Portland State University's student housing. You may not alter this Contract in any way without written agreement from the Executive Director of University Housing and Residence Life (UHRL) or their designee. Make sure that you have all of your questions answered before you sign and submit this Contract. If you have any doubt about the meaning of any terms, please contact the Summer Housing and Conferences (SHC) Office at 503.725.4336 or via email at shc@pdx.edu.

If you need this Contract provided to you in an alternative format, or if you need other accommodations to access these materials, please contact the SHC Office at 503.725.4336 or via email at shc@pdx.edu.

By signing this Contract, you:

- acknowledge that you understand that this Contract does not promise you a specific room or type of housing;
- agree to comply with all University policies for living in University Housing, including those set forth in this Contract, the [Summer Housing and Conferences Handbook](#), in UHRL's Housing Handbook (www.pdx.edu/housing/conduct), and in the PSU Code of Student Conduct (<http://www.pdx.edu/dos/psu-student-code-conduct>).

TERMS AND CONDITIONS

- 1. Parties.** This is a Contract for an assigned Space in University Housing at Portland State University and is between the guest, known here as "Resident," and Portland State University.
- 2. Definitions**
 - a. Building** means a University-owned or University-managed residence hall.
 - b. Check-In** means the process of obtaining keys and applies whether or not a Resident is physically occupying the assigned Space.
 - c. Check-Out** means the proper process of returning keys to the Summer Housing & Conferences Office (or other designated location).
 - d. Contract Term** means the duration of the entire Contract (June 16, 2021 to September 4, 2021) or the dates of your reservation.
 - e. Furnished Unit or Furnished Space** means a Space that comes with a bed, desk, dresser, and chair.
 - f. Housing Handbook** means the UHRL Housing Handbook as it may be amended from time to time. It can be found online at www.pdx.edu/housing/conduct.
 - g. Occupancy** means that the Resident has received a key for a specified Space and/or has moved personal belongings into the Space (whichever occurs first) and/or the Resident has not cancelled this Contract before their scheduled Check-In date for their assigned Space. Occupancy is for the Contract Term, and ends at 10:00am on their scheduled check-out date. Written authorization from SHC is required for any other arrangement. For purposes of this

Contract, Occupancy status does not require the actual physical presence of the Resident or their belongings in the assigned Space.

- h. **Resident** means either a prospective University Housing resident (Contract received) or a current University Housing resident (person has Checked-In and is in their Space or taken Occupancy).
- i. **SHC** means the Summer Housing & Conferences office, or its staff members, as the context may require or allow. The contact information for SHC is 1977 SW 6th Avenue, Suite 210, Portland, OR 97201, ph. 503.725.4336, shc@pdx.edu.
- j. **Space** means a portion of the assigned Unit or shared Unit in University Housing.
- k. **Student Code of Conduct** means the Portland State University Code of Student Conduct and Responsibility as it may be amended from time to time. It can be found online at www.pdx.edu/dos/psu-student-code-conduct.
- l. **Summer Housing and Conferences Handbook** means the SHC Handbook as it may be amended from time to time. It can be found online at (<https://www.pdx.edu/conference-housing/sites/www.pdx.edu.conference-housing/files/Summer%20Housing%20and%20Conferences%20Handbook.pdf>)
- m. **UHRL** means the University Housing and Residence Life office, or its staff members, as the context may require or allow. The contact information for UHRL is 1977 SW 6th Avenue, Suite 210, Portland, OR 97201, ph. 503.725.4375, housing@pdx.edu.
- n. **Unit or Housing Unit** means any room in University Housing. A Housing Unit may be designed for single or double Occupancy, where each Resident is assigned a Space in the Unit. Where a Unit is designated for use by a single Resident, the Unit and Space assigned are the same and with respect to those Units, the terms Space and Unit are used interchangeably unless the context clearly suggests otherwise.
- o. **University or PSU** means Portland State University.
- p. **University Housing** means all Buildings, offices, staff, and equipment related to housing provided by Portland State University.

3. General

- a. Deposit. To secure a Contract for Summer Housing & Conferences Intern Housing, Resident shall pay a deposit equal to 40% of the lodging cost for their requested nights in the unit.
- b. Binding Upon Payment. This Contract is binding upon payment of the deposit. Failure to Check-In does not release Resident from the financial obligations of this Contract.
- c. Reservations. A minimum stay of 28 nights is required.

- 4. **Contract Term**. This Contract is an agreement that you will live in University Housing for nights reserved in your online application. The term of this Contract begins upon Occupancy, through 10:00 a.m. on the check-out date listed in the application.

5. Rates, Billing and Payment

- a. Resident agrees to pay the University for charges for the Space to which Resident is assigned.
- b. Resident must pay a 40% deposit of the rate of the space for the reserved nights. The remaining 60% is due upon Check-in.
- c. No refunds for reduced reservations will be given on or after June 1, 2021. *See Section 13 for cancellation information.*

- d. Interest and Collection Costs. Resident agrees to pay interest on past-due charges of 12% per annum, along with any additional late payment fees assessed under University policy. Resident agrees to pay reasonable costs of collecting a delinquent account.
 - e. Charges for damage and contractual noncompliance will be assessed to Resident. Resident agrees to pay fees.
- 6. Right to Occupy.** This Contract is for an assigned Space in University Housing and not for a specific accommodation, room or bed. It is UHRL's agreement to provide Resident with access to a Space in University Housing for residential purposes, together with any installed fixtures and provided furnishings, plus shared use of their Unit and of the Building common areas. This Contract is not a lease or license and does not create any property interest or tenancy rights in any Building or in any particular Unit or Space.
- 7. Right Personal to Resident.** This Contract is personal to the Resident and is not transferable. Resident may not sell, sublease, or assign this Contract or their contractual right to occupy a Unit or Space to anyone. Resident may not solicit roommates on public forums, including Airbnb and Craigslist.
- 8. Eligibility.**
- a. Resident must have a summer internship or other academic pursuit to be eligible for housing.
 - b. Sex Offender Registrants and Felony Convictions. Individuals must notify SHC in their application if they are required to register as a sex offender or if they have been convicted of any felony or of the following crimes: homicide, assault, kidnapping, or sexual offenses pursuant to Chapter 163 of the Oregon Revised Statutes or a similar criminal statute from another jurisdiction; a crime involving a weapon; or a felony involving illegal drugs or controlled substances. All such individuals are **not eligible** to sign a Contract. ***Failure to disclose a conviction or sex offender registration requirement to SHC may result in revocation of the Contract and Code of Student Conduct charges.***
 - c. SHC reserves the right to deny a Contract and/or to cancel a Contract with anyone who fails to meet eligibility standards or who, in the judgment of SHC, represents a threat to the health or safety of University students, employees, or other University constituents.
- 9. Assignment of Space—General Principles**
- a. This Contract is subject to Space availability. SHC assigns the Resident to a Space based upon availability, occupancy needs, structural capacity, and the date when this Contract is received by.
 - b. SHC provides reasonable accommodations for Residents with a disability where the Resident provides documentation supporting the need for accommodation.
 - c. SHC may cancel this Contract and not assign Resident to a Space for reasons including: not meeting eligibility requirements; incomplete application information; and/or failure by Resident to respond to requests for additional information.
- 10. Late Arrivals/No Shows, Vacancies, Transfers, and Re-assignments**
- a. Late Arrivals & No-Shows. SHC may cancel Resident's Space assignment and this Contract if Resident has not completed Check-In for the assigned Space by the assigned Check-In date. To avoid cancellation, Resident must send a request for late arrival to SHC prior to their scheduled check-in date. SHC may re-assign Space of a late-arriving Resident who has not previously

provided SHC of their intent to Check-In after their Check-In date, and any re-assignment is subject to Space availability.

- b. Vacancy in Double Units. If a Space vacancy occurs in a Unit billed as a double, SHC may in its sole discretion assign another Resident to the vacant Space, in which case the remaining Resident must make the vacant Space and all its furnishings available for a new Resident to move in at any time.
- c. University's Right to Re-Assign. SHC reserves the right to re-assign Residents to another Space or Unit or Building or to change the occupancy configuration of a Unit at any time during the Contract Term. In the event of a shortage in University Housing, or in the event of a national or regional emergency, SHC may increase the occupancy of a Unit or assign Resident to another Unit, including to temporary University Housing. Examples of other circumstances requiring reassignment include protection of the welfare of Residents, closure of all or part of a Building, need to use an ADA-designated Space for an accommodation, and other maintenance, economic, or safety reasons.

11. Check-In and Check-Out

- a. Resident agrees to follow all Check-In, Check-Out, and cancellation processes set forth in this Contract.
- b. Check-in must be between 3:00pm – 10:00pm unless other arrangements have been approved by SHC staff.
- c. Resident must follow the Check-Out procedures and return all SHC-issued keys upon Check-Out no later than 10:00am on their scheduled check-out date. SHC will charge Residents who do not follow Check-Out procedures up to \$100 for a lock change/key replacement fee.
- d. Items left in rooms or common areas following Check-Out or any Contract cancellation will immediately be considered abandoned property. Abandoned items will be thrown away, resold, or donated at the University's discretion.

12. Contract Cancellation - By University

- a. This Contract may be cancelled at any time by the University. At University's discretion, University may cancel immediately upon receiving information demonstrating any of the following circumstances.
 - i. Resident has not Checked-In and taken Occupancy of their assigned Space by their assigned check-In date, unless the Resident has provided SHC with written notice of a late Check-In prior to their scheduled check-in date;
 - ii. Resident commits serious or repeated Code of Student Conduct violations;
 - iii. SHC has reasonable cause to believe that Resident poses an immediate threat to themselves, other Residents or their guest(s), to University Housing or dining facilities, or to PSU staff and community;
 - iv. Resident has breached any terms and conditions of this Contract;
 - v. Resident appears to have vacated the unit permanently but without notice to SHC;
 - vi. Resident fails to make sufficient payment.
- b. When SHC cancels a Contract, Resident will not receive any refunds of housing charges.

13. Contract Cancellations & Reservation Changes - By Resident

- a. General. All Contract cancellations and reservation changes must be in writing and delivered to shc@pdx.edu. Cancelling this contract on or before June 1, 2021 will result in a refund of any

payments made. Cancellations received after June 1, 2021 will not receive a refund of any payments made.

- b. Changes to reservation dates must be made prior to June 1, 2021. No refunds for reduced reservations will be given on or after this date. Any additional charges owed will be due upon check-in. Reservations may not be reduced to fewer than 28 nights.

14. Conduct and Community Standards; Prohibited Items

- a. Creating or maintaining an unwelcoming, hostile, or intimidating environment with the intent to discourage or drive out a roommate is a violation of this Contract and any Resident found responsible for such conduct will be charged for the full single rate of the Unit from the date any vacancy in that other roommate's Space was created and/or the date of Contract cancellation by University for disciplinary violations.
- b. Resident agrees to abide by all PSU and UHRL policies and community standards as stated in the Housing Handbook. Without excluding applicability of any other policies, some PSU policies that Residents should be particularly aware of include the Code of Student Conduct, Acceptable Use Policy, Smoke and Tobacco Free Policy, Alcohol and Drug-Free University Policy, and the Prohibited Discrimination and Harassment Policy (*see generally, www.pdx.edu/ogc/adopted-policies*).
- c. No Resident may deliberately or negligently remove or destroy any part of the assigned Unit or its furnishings or knowingly permit others to do so.
- d. Residents must immediately report to SHC any need for repairs of their Space or within their Unit.
- e. SHC reserves the right to remove any item in a Space that does not conform to University policies or is not permitted under the Housing Handbook. SHC reserves the right to approve or limit any electrical or other device to protect the health and/or welfare of others.

15. Annoyance; Habitability. UHRL is not responsible for annoyance or disruption resulting from noise created by other Residents, their guests, or external sources (*e.g.* construction, road noise, or University or community events, commercial activity). University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the Contract Term.

16. No Commercial Uses. Conducting any business or commercial enterprise is prohibited in University Housing. Accordingly, Resident may not conduct commercial activities such as offering goods or services for sale to others, in University Housing, whether through in-person or online activity.

17. Keys and Locks. SHC will issue keys and access cards to the Resident. Resident may not loan any key or access cards to anyone nor may Resident make duplicates of keys or access cards for any reason. The installation or use of any unauthorized lock by Resident is prohibited. Resident will be assessed a charge of \$100 for a lock change and for new keys if Resident loses or fails to return the originally issued keys upon Check-out.

18. Safety and Security. Resident agrees to take primary responsibility for their own safety and security and to support the safety and security of other persons living in or visiting University Housing. The University and UHRL will work with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. Resident agrees to read and

abide by PSU safety/security policies and publications that are made available from time to time.

19. Fire Safety. Resident is responsible for periodically testing smoke detectors in the Unit and for reporting defective smoke detectors. Tampering with smoke detectors is prohibited. Fire extinguishers must not be removed from their hangers except for use in the case of fire.

Resident agrees to participate in fire drills. Resident agrees to report immediately any known, expended extinguisher to SHC for replacement. In the event of a fire in the Unit or the Building, and if it can be done without jeopardizing the safety of the Resident, Resident must notify the Fire Department by calling 9-1-1 and/or the PSU Campus Public Safety Office at 503-725-4404.

20. Windows, Walls, and Roofs. No one is allowed on roofs, sides of, or on outside ledges of University Housing. No one may sit on window sills or extend any part of their body outside of windows. Nothing is to be thrown, dropped, or spilled from roofs, ledges, or windows, and nothing is to be thrown at windows or through doorways. For aesthetic and safety reasons, Residents are prohibited from placing, displaying or suspending items from sides of Buildings, in windows, (such as banners, clothing, signs, etcetera), including on window sills. Removal of any screen from a Resident's Unit or a common area of University Housing is prohibited.

21. Room Entry; Inspection

- a. Resident agrees that UHRL may enter a Unit or Space, with or without notice, for reasons including but not limited to:
 - i. maintenance, repair, or custodial services;
 - ii. preparation of Space or Unit for a new Resident;
 - iii. inspection of Space or Unit conditions upon Occupancy;
 - iv. health and safety reasons, sanitation, or security;
 - v. elimination of nuisances;
 - vi. when reasonable cause exists to indicate a violation of established conduct or health and safety standards;
 - vii. when reasonable cause to indicate an emergency exists, including fire, water leaks, flood, accident, sickness of Resident, or danger to health or welfare of any Resident or their guest(s);
 - viii. when reasonable cause exists that a University policy is being violated;
 - ix. at the discretion of the Executive Director of UHRL or their designee.

22. Assumption of Liability for Losses Damage.

- a. Resident assumes liability for damage resulting from action by Resident or their guest(s), as well as for losses incurred by Resident or confirmed guest(s).
- b. Resident is financially responsible for all facilities, fixtures, and items provided for their use. 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.
- c. Charges for loss, damages, excessive cleaning, and lost keys will be billed to the Resident and sent to them via email. 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.

23. Guests. PSU residence halls are closed to the general public. Guests of residents are not permitted in the residence halls. Resident may not transfer possession of key or access card to anyone at any time.

24. General Provisions

- a. Exceptions. Any exceptions to the terms and conditions of this Contract shall be in writing and acknowledged by Resident and agreed to by the Executive Director of UHRL or their designee.
- b. Changes to Contract. UHRL reserves the right to make changes to the Contract, including Space/Unit rates and other fees, and to the Housing Handbook during the Contract Term. Changes to the financial terms of this Contract will be effective only upon 30 days' advance notice.
- c. Order of Precedence. In the event of any conflict between or among the terms of the following, the following order of precedence shall prevail: (1) this Contract; (2) the Code of Student Conduct; (3) the Housing Handbook; and (4) all other University policies.
- d. Background Checks. University will reasonably respect the privacy of the Resident, but reserves the right to perform a background check of a Resident.
- e. Merger. This Contract constitutes the entire contract between the parties. There are no understandings, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of any term of this Contract shall bind either party unless in writing and agreed to by all parties.
- f. Property Loss. PSU is not responsible for loss or damage to personal property in University Housing due to fire, theft, pests, water, interruption of water or heat or other utility services, damages caused by other Residents, or other causes. Residents are strongly encouraged to carry personal property insurance (commonly referred to as "renters insurance"). Any claims regarding property loss or injury will be referred to PSU Risk Management (www.pdx.edu/risk).
- g. Force Majeure. Except with respect to payment obligations under this contract, any failure by UHRL to perform any term or condition of this Contract as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, civil or military disturbances, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Contract. Should a force majeure event occur, the affected party shall provide the other party prompt notice of the facts which constitute such cause. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- h. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit that arises out of or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah County, for the State of Oregon. If any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- i. Severability. If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- j. Equal Opportunity. PSU supports equal opportunity in admissions, education, employment, and use of facilities by prohibiting discrimination 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) and inquiries about this policy should be directed to PSU's Office of Equity & Compliance, 1600 SW 4th Ave, Suite 830, 503-725-5919.
- k. Effect of Signature. By entering this Contract, you certify that you have read all the terms and conditions of this Contract and of the Housing Handbook and agree to be bound by the terms of this Contract.
- l. Parent/Guardian as Co-Signer. This Contract may be signed electronically by the Resident if they are 17 years of age or older without a parent/guardian co-signature. If a Resident is under 17 years of age, a parent/guardian co-signature is required and the payment obligations of this Contract shall be binding on both parties.