

University Housing and Dining Services

Student Family Housing Rental Agreement

Oregon State University

Introduction: Please read these Terms and Conditions carefully. This is a legally binding rental agreement, and contains important information. *You may not alter this Rental Agreement in any way.* The Rental Agreement is for a unit in University Housing and Dining Services (UHDS) Student Family Housing apartment complex and not for a specific unit or particular type of unit. By signing this Rental Agreement, you agree to accept your residence assignment, and understand this assignment may change. Once you receive a key to your assigned rental unit you are considered to have taken occupancy, regardless of whether or not you have moved your belongings into your unit. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Rental Agreement and in the UHDS publication *Family Housing Policy and Information Guide*, to be considerate of other residents, and to respect the rights of others at all times. Policies and regulations are set out in Oregon Administrative Rules 576-16-000 through 576-16-060.

1. Make sure you have all of your questions answered before you sign and submit this Rental Agreement. Ignorance of the law (and this Rental Agreement) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Rental Agreement.
2. Only the Director of University Housing and Dining Services or his/her designee can make exceptions to the TERMS AND CONDITIONS of the Rental Agreement. If you have any doubt about the meaning of any specific provisions of the Rental Agreement, or require an alternative format, please contact the University Housing and Dining Services Office at 1-800-291-4192, (541)737-4771, or UHDS@oregonstate.edu

Definitions - For purposes of this Rental Agreement, the following definitions shall apply:

The University: Oregon State University and its designated agent for student housing, UHDS.

UHDS: University Housing and Dining Services at Oregon State University.

Student Family Housing: The program within UHDS responsible for management of student family Rental Units.

Rental Unit: An apartment operated by UHDS which is rented specifically to a student qualifying under Student Family Housing eligibility requirements.

Tenant or Student/tenant: An OSU student who meets Student Family Housing eligibility requirements and has contracted for a Rental Unit.

Resident: Any person (Student/tenant, second adult, or Dependent) living in a Student Family Housing Rental Unit and named as a household member on this Rental Agreement.

Dependent: A child 18 years of age or younger for whom the Student/tenant has legal custody.

Terms and Conditions

1. Eligibility Requirements

- a. Student Status:** The Tenant must be enrolled at the University and meet minimum standards for satisfactory academic progress when the Rental Agreement is signed. The Tenant must continue to be enrolled each term of the academic year (except for Summer Session) and meet minimum academic standards while residing in UHDS Student Family Housing.
- b. University Employment Status:** Appointees on the University staff at .50 FTE or higher do not qualify for Student Family Housing.
- c. Proof of Eligibility:** The Tenant's proof of eligibility will be reviewed at the time of application and when the Rental Agreement is signed. Documentation verifying proof of eligibility must be current and complete. This may include but is not limited to academic admission and enrollment verification; birth certificates, passports, court custody documents for Dependent children; and affidavits of marriage or domestic partner status.

2. Occupancy Guidelines

- a. Occupancy Requirements:** All household members listed on the Rental Agreement must reside with the Tenant. Only the Tenant and Residents named on the Rental Agreement may occupy the Rental Unit.
- b. Assignment Priority:** First priority for all Rental Units is reserved for Student/Tenants with one or more Dependent children, depending on the number of household members and bedroom unit eligibility. Second priority is reserved for Student/Tenants with a spouse or domestic partner; third priority is reserved for single graduate students without Dependents.
- c. Rental Unit Assignments:** Rental Unit assignments are based upon the Student/Tenant's date of application and assignment priority status.
- d. Maximum Occupancy:** No more than two adults can occupy any Rental Unit. The second adult may reside with the Student/tenant as long as he/she qualifies as a Resident under the occupancy guidelines and is listed on the Rental Agreement. No more than two persons per bedroom can reside in any Rental Unit.
- e. Transferability of Rental Agreement:** The Rental Agreement is transferable to the second adult listed on the original Rental Agreement as a Resident. The new Student/tenant must meet and comply with all Student Family Housing eligibility requirements. The former and new Tenant's University account must be current and in good standing prior to transfer of the Rental Agreement.
- f. Accessible Units:** Priority for the wheelchair accessible Rental Units in the terrace-style apartments is reserved for Student/Tenants meeting Student Family Housing eligibility requirements who have a documented accessibility need for that type of housing accommodation. The University will attempt to provide reasonable notice beyond the standard 30-day notice period (but in no event less than 30 days notice) in the event an accessible apartment is currently rented by a Tenant without a documented accessibility need if and when the University receives an application from an eligible Student/Tenant who has a documented need for an accessible Rental Unit. The University will make a reasonable effort to offer an alternative assignment to the displaced Tenant, but does not guarantee reassignment. The Tenant being displaced agrees to relocate to the first suitable Rental Unit that becomes available after the University gives notice.

3. **Maximum Tenancy.** The Tenant is eligible to stay in the Rental Unit for a maximum of four calendar years from the first date of occupancy, plus the balance of any academic term that has commenced before the end of the four year period. As long as one of the adults named on the original Rental Agreement is a student, the tenancy may be extended to the full four year maximum.

4. **Reporting Changes.** The Tenant is responsible for promptly reporting any changes in student status OR Resident composition to UHDS as they occur. Such changes may affect the Tenant's Rental Unit assignment or eligibility for Student Family Housing.

5. Transfers Between Units

- a. Transfer Requests:** Transfers can be requested after six months residency in Student Family Housing. Transfer for any reason must be requested in writing and approved by UHDS. The Tenant's University account must be in good standing. A non-refundable transfer fee will be billed to the Tenant's University account.
- b. Changes in Residents:** UHDS may require the Tenant to transfer to a different size unit if changes in Residents place the Tenant in another Rental Unit category by occupancy guidelines.

6. Rent Charges

- a. Billing:** Rent is billed one month in advance to the Student/tenant's University account. Payments are made to Oregon State University through the Office of Business Affairs.
- b. Rent Due Date:** Rent is due on the first day of each month. Prorated rent from the date of occupancy to the end of the first month will be added to the first billing on the Tenant's University account. Interest charges on any unpaid balances will be assessed based on the University's Revolving Charge Account program.
- c. Rental Rate Increases:** Oregon State University reserves the right to increase rental rates for Student Family Housing with at least 30 days written notice. Rental rates typically increase at the beginning of each fiscal year (July 1).
- d. Family Housing Association Activity Fee:** The monthly rental rate includes an activity fee for support of the Family Housing Association. This fee totals \$3 per unit per month.
- e. Non Payment of Rent:** Rent and other charges are billed and collected through the Student/tenant's University billing account. Students who do not meet payment requirements may be prohibited from registering for classes and be subject to termination of this Rental Agreement.

7. Utility Charges

- a.** Water, sewer, garbage, and expanded basic TV cable services are included in the monthly rent. The Tenant is responsible for arranging and paying for telephone services, internet services, and premium TV cable channels, including installation and repair costs for these services that are not covered by the service providers.
- b.** Electricity charges are billed monthly by UHDS to the Student/tenant's University account based on actual meter readings for the Student/tenant's Rental Unit.

8. **University Responsibilities.** The University agrees to make all repairs and to keep the Student Family Housing premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations.

- a.** The University will provide: (1) physical facilities, including appliances (stove and refrigerator) in good repair; (2) effective water and weather protection; (3) plumbing in good working order which conforms to applicable code; (4) adequate heating; (5) electrical systems in good working order which conform to applicable code; (6) adequate receptacles for recycling and removal of garbage; (7) an approved and adequate water system capable of supplying hot and cold water; (8) safety from fire hazards; (9) adequate latches or mechanisms for securing windows; and (10) working locks and keys for all outside doors (except for keys to patio doors on terrace-style units that do not have key locks).
- b.** The University is not responsible for the continuation of the above services at normal levels in the event of an "act of nature"; strike of public employees or suppliers' employees; electric, sewer or water interruptions from off-campus sources; or any other causes beyond the control or reasonable anticipation of the University.

9. **Locks and Keys.** At the time of check-in the Tenant will be issued two keys for apartment outside doors, one laundry room key, and one mailbox key. The Tenant will be charged for a lock change and new keys if a key is lost OR not returned upon vacating. Requests for an additional key must be approved by UHDS. Installation and use of unauthorized locks on outside doors is prohibited. Keys are not provided for patio doors on the terrace style units.

10. Privacy and Reasonable Access

- a.** Except in the case of emergency, the University must give at least 24-hours notice before entering the Rental Unit, and may only then enter at reasonable times and in a reasonable manner. A Tenant's written request for maintenance or repair will be considered permission to enter the Rental Unit to conduct the necessary maintenance or repair without further notice. The University will not abuse the right of access, nor use it to harass. The Tenant will not unreasonably withhold access to the Rental Unit.
- b.** An emergency includes, but is not limited to, situations of unreasonable disruption to peaceful enjoyment.

11. **Tenant Responsibilities.** The Tenant agrees to: (1) keep all premises under his/her control, including plumbing fixtures and appliances, in a clean condition; (2) report any need for repairs in a timely manner; (3) dispose of all waste in a safe and sanitary manner; (4) use the premises, furnished appliances, and facilities (including common areas, laundry rooms, and

outdoor grounds) in a reasonable manner in consideration of the purposes for which they were designed and intended; (5) not deliberately or negligently destroy or remove any part of the premises or knowingly permit others to do so; (6) not tamper with or alter existing electrical, plumbing, or structural components of facilities; and (7) not engage in any activity which endangers the safety of other residents.

12. Alterations to Unit, Property, and Grounds. Unauthorized alterations, modifications, or additions to the interior or exterior of the Rental Unit, property, or grounds are prohibited. Tenants are not authorized to modify the surface of ceilings, floors, molding, and/or walls by any activity that has an impact on surface or structural materials. Small nails and picture hangers on inside walls are permitted. Tenants are not permitted to paint interior or exterior areas of apartment units.

13. Grounds

a. UHDS will maintain outdoor grounds areas, lawns, trees, landscaping, and playgrounds at the Orchard Court Student Family Housing apartment complex. Tenants are responsible for the day to day care and cleanliness of porches, and adjacent courtyard and stairwell areas.

b. UHDS reserves the right to use pesticides, within the bounds of applicable laws and regulations for the use of these chemicals.

14. Check-In and Check-Out Inspections

a. Check-In: At the time of check-in, the Tenant will be given an Apartment Condition Report to complete and return. It is the Tenant's responsibility to inspect the overall condition of the Rental Unit and indicate the overall condition of the Rental Unit within 5 working days after check-in.

b. Check-Out: The Tenant must provide UHDS with 30-day intent to vacate notice. UHDS will arrange for a pre check-out inspection with the Tenant and a post check-out inspection with or without the Tenant (at Tenant's request).

c. Cleaning and Damage Charges: The Tenant will be charged for additional cleaning and damages of the Rental Unit, appliances, or facilities above normal wear and tear. Any charges will be billed to the Student/tenant's University account.

15. Personal Property

a. The Tenant is responsible for the Resident's personal property. The University is not liable for loss or damage to personal property in the Rental Unit, public areas, laundries or storage lockers.

b. Disposal of Tenant furniture or other unwanted property is not permitted in or around trash receptacles or elsewhere on the premises. Disposal of such goods is the Tenant's responsibility.

16. Peaceful Enjoyment. The Tenant, Residents, and guests on the premises will conduct themselves in a manner which will not disturb the peaceful enjoyment of other Residents in the area.

17. Overnight Guests. Overnight guests are permitted without notification if they stay for less than two weeks. Guests may stay a maximum of two weeks, unless written approval is granted in advance for a longer period of time. Visiting family members or relatives are considered guests and are limited to the two-week stay unless otherwise approved by UHDS for a longer stay.

18. Extended Absences. The Tenant must notify UHDS in writing of any anticipated absence of seven (7) days or more. The University may enter the Rental Unit when reasonably necessary during the extended absence.

19. Fire, Safety, and Sanitation. Residents are responsible for abiding by reasonable standards of fire safety, life safety, and sanitation in the Rental Unit.

a. Inspection: A fire, safety, and sanitation inspection will be conducted annually for each Rental Unit.

b. Fire extinguishers: Fire extinguishers must only be used for emergency purposes. Unauthorized tampering or use of a fire extinguisher will result in conduct action. Expended extinguishers must be reported immediately to UHDS for replacement.

c. Smoke Detectors and Fire Sprinkler Systems: Tampering with smoke detectors and fire sprinkler systems is prohibited. Anyone found tampering with fire equipment or damaging fire equipment, intentionally or accidentally, will face disciplinary action, a monetary fine, or both. Tenants are responsible for testing smoke detectors at least every 6 months and reporting defective detectors immediately. UHDS will supply new batteries and replace smoke detectors as needed. Tenants may not hang items from sprinkler heads, cages covering the sprinkler heads or pipes associated with sprinkler heads.

d. Combustibles: Use of briquettes, butane, gasoline or gas burning stoves or barbecues within the Rental Unit is prohibited. Highly combustible or explosive materials (such as fireworks, laboratory chemicals, gunpowder, paints and paint thinners, etc.) cannot be used or stored in the Rental Unit or on the premises. All items, including furniture, must be placed at least six (6) inches from wall heaters. Portable heaters and multi-plug electrical adapters are prohibited.

e. Candles and Incense: Unsafe use of candles and incense is prohibited.

f. Fire Emergency: In the event of a fire on the premises, the Tenant must evacuate the Rental Unit and call **911** for the Corvallis Fire Department or 737-7000 for the Office of Public Safety. The Tenant must also notify the Orchard Court manager at 737-7794, or UHDS Maintenance at 737-2032.

20. Pet Regulations. Pets are not permitted in Student Family Housing except for fish or amphibians contained in an aquarium. Maximum aquarium size is 29-gallons, containing no more than 10 gallons of water.

21. Smoking. Smoking of any kind, including but not limited to cigarettes, cigars, or pipes, is prohibited inside all Orchard Court apartments and common buildings (including but not limited to the Community Center, laundry rooms, and storage areas). Smoking is only permitted outside and at least 30 feet away from any building.

22. Motor Vehicles and Parking

a. Each Tenant at the Orchard Court apartments is provided one parking permit for use in the apartment parking lot. Additional parking is available on area streets. Parking at Orchard Court is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, fire lanes or bicycle parking areas. Vehicles without current license plates and inoperable vehicles are prohibited and will be towed at owner's expense. Storage of recreational vehicles and trailers is not permitted.

b. Vehicle repair and changing and/or disposing of vehicle fluids and batteries are not allowed in the parking lot or on the premises.

23. Appeals for Exceptions. All appeals for exceptions to any of the terms and conditions of this Rental Agreement must be submitted in writing to UHDS. Each appeal will be approved or denied based upon whether or not it is deemed to be consistent with the intent of Student Family Housing policies and regulations.

24. Subletting. The Tenant may sublet the Rental Unit to another party provided the other party meets Student Family Housing eligibility requirements and arrangements are submitted and approved in writing at least fourteen (14) days in advance by UHDS. Responsibility for rent and condition of the Rental Unit remains with original Tenant.

25. Termination of Rental Agreement

a. Cancellation: If a Tenant has signed a Rental Agreement at Orchard Court and cancels prior to the date of their intended move-in, a fee of \$100.00 will be charged. If a Tenant has signed a Rental Agreement at Orchard Court and is currently living in a Rental Unit there, they are required to submit written notice of their termination of occupancy thirty days in advance.

b. Written Notice: The University may terminate this Rental Agreement after serving a thirty (30) days written notice to the Tenant. The Tenant may terminate this Rental Agreement by submitting a written "Notice of Intent to Vacate" at least 30 days in advance. Rent is charged for a minimum of 30 days from the date the vacate notice is received.

c. Eligibility Changes: If the Student/tenant's status or household composition changes so the Tenant is no longer eligible for Student Family Housing, UHDS may terminate the tenancy with 30 days written notice.

d. Academic Program Completion: The Tenant's eligibility to live in the Rental Unit shall end 30 days after the end of the month in which the Tenant completes his/her academic program and is no longer a student. The Tenant must submit a 30-day vacate notice to UHDS.

e. End of Maximum Residency Period: The Tenant's eligibility to live in the Rental Unit will end at the completion of his/her four year maximum eligibility period. The Tenant will be permitted to stay for the remainder of the academic term in which the end of his/her eligibility falls. The Tenant must submit a 30-day vacate notice to UHDS.

f. Abandonment of Premises: If the Tenant abandons the Rental Unit, the University will take possession of the Rental Unit and make reasonable efforts to re-rent it. The former Tenant will be responsible for all rent due until the date of re-assignment.

26. University Remedies for Non-Compliance

a. Eviction Notices: (1) 30 days notice for non-compliance or violation of any terms and conditions of the Rental Agreement; (2) 10-days notice for violation of pet regulations; (3) 24-hours notice if the Tenant or someone in the tenant's control seriously threatens to inflict personal injury or inflicts any substantial personal injury upon University employees or other residents; inflicts any substantial damage to the premises; or commits any act which is outrageous in the extreme on the premises or in the immediate vicinity of the premises. Such an act is one that a reasonable person in that community would consider to be so offensive as to warrant immediate termination, considering the seriousness of the act or the risk to others.

b. Eviction Service: An eviction will be deemed served on the day it is sent by first class mail to the Tenant at the Rental Unit and securely attached to the main entrance of the Rental Unit occupied by the Tenant.

27. Abandoned Property: If personal property is abandoned after termination of the Rental Agreement, the University may dispose of the property fifteen (15) days after the Tenant has been given notice. Any costs associated with the removal of abandoned property will be incurred by the Tenant responsible.

Lead-Based Paint Warning Statement: Housing built prior to 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a US government approved pamphlet on lead poisoning prevention.

UHDS Disclosure: For many years, UHDS has been applying lead-free paint to its apartments. The traditional style Orchard Court apartments were built prior to 1978, and the underlying paint may have lead. Do not saw, sand, grind, puncture, or disturb any painted surface.

Intended Move-in Date:

Unit:

This is a Rental Agreement – read before you sign! I certify that I have read all the terms and conditions of the University Housing and Dining Services Student Family Housing Rental Agreement and agree to the terms and conditions stated therein. I agree to pay Oregon State University for applicable housing and electricity charges, and to pay interest charges to my University account after the published due dates. Only the Student/tenant of record may sign this Rental Agreement.

Last Name

First Name

M.I.

Student ID Number

Rental Agreement Holder Signature

Date