

University Housing and Dining Services Room and Dining Contract 2008-09

Final version posted 02-18-2008

Introduction: Please read this Contract carefully. It is a legally binding Contract, and contains important information. *You may not alter this Contract in any way.* The Contract is for a space in a University Housing and Dining Services (UHDS) facility and not for a particular room or type of housing. By signing this Contract, you agree to accept your residence assignment, and understand this assignment may change. Once you receive a key to your assigned residence you are considered to have taken occupancy, regardless of whether or not you have moved your belongings into a room. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Contract and in the UHDS publication *Student Policy and Information Guide*, to be considerate of other residents and to respect the rights of others at all times. The *Student Policy and Information Guide* may be found at: http://oregonstate.edu/uahds/current_students/ as well as in paper form available at each Residence Hall, Cooperative House, Service Center, and other University Housing Offices.

1. Make sure you have all of your questions answered before you sign and submit the Contract form. Remember, ignorance of the law (and this Contract) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Contract.
2. If you have any doubt about the meaning of any specific provisions of the Contract, 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.
3. UHDS uses email as the preferred, primary method of communication regarding housing contract matters. Students are responsible for providing UHDS with an accurate email address upon application and frequently checking ONID email accounts during the contract period. UHDS is not responsible for email messages that are not received by the student. UHDS defaults to ONID accounts and will only send messages to ONID after September 21, 2008.

Terms and Conditions

- 1. Eligibility:** Anyone admitted to Oregon State University is eligible to apply for on-campus housing. Individuals will continue to be eligible for housing so long as they are enrolled in classes at OSU, and are actively pursuing a degree. Students who are dually enrolled at LBCC and OSU are also eligible for on-campus housing. This Contract will become void if an individual is no longer registered for classes. Students must remain in good disciplinary standing with the university in order to maintain their eligibility to remain in University Housing and Dining Services. This Contract is applicable only to the person signing it, not their family or dependents. Notwithstanding the foregoing, if a parent or guardian has signed this Contract in addition to the Student, the Contract will be binding on both of them.
- 2. Contract Type:** This Contract is for a period of one academic year, which includes Fall, Winter, and Spring terms, or the remaining portion thereof, and is binding for that period. All residence hall Contracts include a room and dining plan package. There is no room-only option. Students who do not indicate a room and/or meal plan type when completing the online application will be assigned a double room and the Preferred Dining Plan. For cooperatives, the UHDS Contract covers the room only. Cooperative members contract with their individual cooperatives for their meal plans.
- 3. Assignment Process:** Applications are prioritized by the dates they are received. Current residents have the first priority for signing up for rooms for the next academic year. After all current residents have chosen rooms; new applicants will be assigned based on space availability. The University does not discriminate against applicants for housing based on race, color, age, religion, physical ability, national origin, or sexual orientation.
- 4. Room Assignments:** UHDS assigns students to housing based on date of application completion. UHDS accommodates student housing preferences when possible, but does not guarantee assignments based on preferences. This Contract is for a space within a University Housing and Dining Services facility, not for a particular room within UHDS. **Failure to receive an assignment by mail does not cancel the Contract. Students who are currently attending OSU and/or living in UHDS housing, who re-contract for UHDS housing for 2008-09 have until May 1, 2008 to cancel their Contract in writing without penalty. Students who are new applicants have until July 15, 2008 to cancel their Contracts in writing without penalty. For applications received after July 15, 2008, the applicant will have 10 business days after receiving their assignment and Contract to accept the terms and conditions outlined herein. Contract holders can only cancel this Contract in writing signed by the contract holder. Cancellations received after the cancellation deadline will be subject to Contract Termination guidelines (10a-f).**
- 5. Reassignment of Students:** The UHDS Contract is for a space in a University Housing and Dining Services facility and not for a particular room, residence, or type of housing. Assignment to a University residence or reassignment to a different residence is made only by the UHDS Housing Office. *The University reserves the right to reassign students to another room or residence at any time during the term of this Contract.* Examples of circumstances requiring reassignments include, but are not limited to: consolidating space, conserving energy, protecting the welfare of residents, closing part or all of a residence hall or cooperative, or other economic or safety reasons.
- 6. Room and Meal Plan Payments:** Charges for each term are billed at the beginning of the term on a student's University account. Contact the Accounts Receivable Office at (541) 737-3775 for more information. For payments that are 10 days or more overdue, an interest charge of 1% per month (12% per year) will be added to the student's University Housing and Dining Services charges.
- 7. University Housing and Dining Services Charges:** All rates are subject to Oregon University System approval. The Oregon University System reserves the right to change cooperative house room rates and residence hall room and dining plan rates during the term of this University Housing and Dining Services Contract. Rates are based upon a combination of housing type, room type, and dining plan and are available on the 2008-2009 Room and Dining Rate sheet at the UHDS office. You agree to pay Oregon State University for housing charges and Co-op board bills as indicated on the current rate sheet, including reasonable costs of collecting a delinquent account, and pay interest charges to any University account after the published due dates, at the rate of 12% per year.
 - a. Cooperative Houses:** Cooperative house members are required to pay the cooperative house directly for their meals and other incidental house fees according to the terms of the individual house agreement. Charges are determined by each house and billed to the student by the appropriate cooperative house officers. All University-owned cooperative houses are members of the Inter-Cooperative Association (ICA). Residents of ICA member houses contribute a nominal amount each year to ICA. In addition, some houses have social or activity fees and/or deposits that members are expected to pay each term or year. Details can be obtained from the individual house officers, whose names and contact information is on file with University Housing and Dining Services.
 - b. Residence Hall Association Activity Fee:** All students residing in University owned residence halls are members of the Residence Hall Association (RHA). RHA, via the University Housing and Dining Services billing, charges an annual fee to finance activities and programs for residence hall students. The activity fee is included in the room charges.
- 8. Dispute of Charges:** Any dispute over housing or dining charges assessed to a student's account (including cancellation charges) must be made in writing, by the student. Appeal petition forms are available at your Service Center and at the central UHDS office. **Appeals must be submitted within 45 days of the invoiced charges**, and will be subject to a decision rendered by a UHDS appeals committee.
- 9. Vacation Breaks:** Only designated residence halls: Halsell, Cauthorn, and West International Hall will be open during Thanksgiving, winter, and spring break periods. Students assigned to Halsell and West may remain in their rooms during breaks. Students in all other facilities may sign up for break housing in Cauthorn Hall as space is available. Students who are unable to leave campus during break periods are encouraged to live in one of these halls. Students can leave their belongings in their rooms during break periods, as long as their UHDS Contract is current. Break housing rates are incorporated into the room rates of Halsell and West. Residents requesting break housing in other facilities will be assessed an additional fee.
- 10. Contract Termination (by student):** Students agree to complete the entire academic year of the UHDS Contract, September 21, 2008 to June 12, 2009 (or the remainder of the academic year through June 12, 2009 should the check-in take place after the academic year begins). Students may be released from the Contract for one of the reasons below:
 - a. Buy out the Contract:** Paying the buy out amount for the remaining days of the Contract period (through June 12, 2009) Residence Halls: \$6.00 per day, Cooperative Houses: \$4.00 per day. The full amount will be applied to the student's university account at the time of check-out. Students will automatically be assessed the buy out amount upon the completion of their checkout process for breaking their Contract for any of the following reasons:
 - i. Moving to an off campus facility (including Greek Houses) while still an OSU student.
 - ii. Failing to notify UHDS they have made other housing arrangements for any part of the academic year, while maintaining their active registration status with the University.
 - b. Find a replacement:** The student may find and petition for a student replacement through University Housing and Dining Services. The student replacement must not currently have a UHDS application or Contract on file with UHDS, must not be a current resident of UHDS, must not have a Student Conduct Code sanction suspending or denying the student replacement's privilege of living in UHDS, and must not have any delinquent housing or dining-related charges. The student replacement must enter into a UHDS Contract, and must check-in within 14 contract days of the canceling student's check-out date or by the first day of classes in fall term for a contract cancellation prior to the first day of class. If the student replacement fails to reside in the residence hall for a period of at least 75 contract days, the petitioning student will be assessed the buy-out fee on a pro-rated basis.
 - c. Failure to register:** The student is admitted but fails to register for class, or cancels registration. In this case the student will not be assessed a cancellation fee, but may be charged for room and board on a pro-rated basis.
 - d. Withdrawal:** Withdrawal from the University, or dismissal from the University for academic reasons during this contract period (dismissal for prohibited conduct is specifically excluded).
 - e. Other exceptions to cancellation charges:**
 - i. Students who complete their academic program and graduate from OSU.
 - ii. Students who transfer from a university-owned cooperative house to a residence hall, from a residence hall to a university-owned cooperative, to the GEM, or to Orchard Court Family Housing.
 - iii. Students enrolled in special academic or dual-enrollment programs (such as veterinary science off-campus research, approved internships, study abroad or other exchange programs) that require them to leave campus and who have provided UHDS with written verification from their academic department.
 - iv. Significant and unforeseeable financial hardships outside a student's control.
 - v. Students who have an unforeseen, documented medical reason which requires living off campus.
 - vi. Marriage, domestic partnership, or parenting, when student family housing is not immediately available.
 - vii. Students who transfer to the OSU Cascades Campus.
 - f. Release from Contract for OSU programs:** Notwithstanding 10(a)(i), students who have a signed Contract with University Housing and Dining Services and plan on moving into a University recognized Greek facility will have until **August 29, 2008** to cancel their UHDS Contract without paying the buy-out charge set out in 10(a). Contracts received after August 29, 2008 will not be exempt from the buy-out charge listed in 10(a). Contact the Office of Greek Life for further information.
- 11. Contract Termination (by University):** Residence hall and cooperative house assignments will be cancelled at noon on the first day of classes if the student has not officially checked in to the assigned space, unless the UHDS Office has received written notification from the student that he or she will be arriving late. Reassignment of late-arriving students (who do not provide written notice) will be made upon their arrival at the University.
 - a. This Contract shall be terminated if:**
 - i. A student is not officially enrolled at the University or dual enrolled in an affiliated community college.

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- ii. A student withdraws from the University during or at the end of any term.
 - iii. A student is suspended or expelled from the University for disciplinary reasons.
 - iv. Excessive money is owed to the University.
- b. Termination for disciplinary violations and/or safety/security:** By the authority of the Vice Provost for Student Affairs or designee, the University reserves the right to terminate the Contract of any student for serious or repeated student conduct violations. If it is determined that the student poses a significant danger to him/herself, other residents or guests, or residence hall, cooperative house, or dining center facilities, a student may be asked to vacate the premises immediately pending a hearing. Students who have this Contract cancelled for disciplinary violations will be subject to all standard cancellation provisions and charges (Refer to 10a-f).

12. Room Changes: Room changes are permitted only by permission of the Resident Director or Cooperative Director with the approval of the Assignments & Room Management office. Room changes are free for the first move and \$75 for each additional move thereafter, per year. Room changes must be completed within 48 hours of receiving the keys to the new room to avoid charges for an improper room change and to change the lock for the room.

13. Room Vacancies: If a vacancy occurs in a double room, the remaining student occupant must permit another resident to move into the room. The room must have half of all the furnishings and space available for a new resident to move in at any time. Rooms not prepared for new student check-in will be subjected to the single room charge. When students leave for breaks, rooms *must* be ready for a roommate and for a UHDS staff member to check the room. Any room not ready will be deemed a single room and charges will be assessed. If the remaining occupant of a double room elects to change the room status to a single room (as space permits), charges will be based on the single room rate, starting from the date that the former roommate officially checked out or at the start of the new term, whichever occurs first. Changes in room status type require the completion of a Room Status Change Form, which is available from the Resident or Cooperative Director. Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as agreement by the student to pay the single room rate. *Creating or maintaining an unwelcoming, hostile, or intimidating environment with the intent to discourage or drive out a roommate will be considered a disciplinary issue resulting in possible behavioral sanctions as well as financial responsibility for a single room rate.*

14. Dining Plan Policy: Dining Plan balances carry over from term to term, but must be used by the end of Spring Term 2009. No refunds will be available for unused Dining Plan amounts at any point, regardless of balance upon termination of this Contract. Balances remaining at time of cancellation will not be available for use. Students who cancel this Contract will be billed for excess use if spending exceeds the allocated amount on the date of cancellation. Students may change to a higher dining plan if they begin to run low on dining dollars at any time during the term, and may change to a lower dining plan at any time prior to June 1 if they anticipate a large remaining balance. Students may also choose to add money to their OSU Card Cash plan (administered by the ID Center) at any time using cash, check, Visa, MasterCard or debit card. Dining plan changes may take as long as 48 hours to be reflected on an account, so students are encouraged to request the change before their account balance reaches \$0.00.

15. Liability/Personal Property: The University is not responsible for loss or damage to personal property in University Housing and Dining Services facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes. Students are encouraged to carry personal property or renters insurance. Students are also encouraged to remove all valuable items from the room during break periods. Any claims about property loss will be referred to the University Office of Risk Management.

16. Force Majeure: UHDS failure 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, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this contract.

17. Responsibility of the Students for the Facilities:

a. Care and maintenance of facilities:

- i. Each student is provided with a room key and an outside door key or electronic access device. All residence hall and cooperative residents are required to sign a Room Condition Card acknowledging receipt of keys and noting the condition of the room upon check-in.
- ii. Each student is financially responsible for all facilities, fixtures, and items provided for their use.
- iii. Students may be charged for cleaning of the room and for any change in the general condition of University property that is not the result of normal wear and tear.
- iv. Condition of the University property will be determined upon final inspection of the room by UHDS staff.

b. Charges for loss or damage:

- i. Charges for loss or damage will be assessed by UHDS on the student's University account, and must be paid promptly.
- ii. Charges for the loss of equipment and damages or defacement of any area in common use (such as lounges, recreation rooms, corridors, bathrooms, etc.) will be assessed against the student(s) or student government unit.
- iii. Damages in common areas can also be divided and charged on a prorated basis to each individual in the living community.
- iv. Charges for damages, excessive cleaning, and lost keys during the Contract period will be billed to the student's University billing account.

c. Painting, repair, and remodeling restricted:

- i. Students are encouraged to personalize their rooms but are not permitted to paint, repair, or remodel their room or public areas in residence halls and cooperative houses without prior written permission from UHDS, except under those provisions identified under the self-help program. See the Resident Director or Cooperative Director for self-help information.

- ii. Furniture and mattresses are not to be moved from one room to another. A service charge (minimum \$45 per piece) will be assessed, and possible disciplinary action may be taken, if furniture is moved from other student rooms or public areas into a student's room.

d. Moving out of the residence halls and cooperative houses:

- i. Each student must remove all personal belongings from his or her room and building storage when the occupancy period ends. The room must be cleaned and all keys returned. Remaining personal items will be sent to OSU Surplus for public auction or disposal.
- ii. Charges will be assessed for keys not returned and to cover the cost of extra housekeeping service to remove personal belongings or to clean the room after the student has vacated.

18. Safety and Security: The student agrees to take primary responsibility for his or her own safety and security, and to support the safety and security of fellow residents, the buildings, and dining areas. The University, and University Housing and Dining Services will work cooperatively with students to promote a safe and secure environment, although absolute safety cannot be guaranteed. The student agrees to read and abide by security policies and precautions stated in the UHDS publication *Student Policy and Information Guide*, and other University publications that are made available to residents. UHDS reserves the right to enter a room for safety, security, maintenance and end of term inspection purposes.

a. Rules and regulations:

- i. Each student agrees to abide by all University and University Housing and Dining Services rules and regulations contained in the University Catalog, the Student Conduct Regulations (available online at <http://oregonstate.edu/admin/stucon/>), and the UHDS *Student Policy and Information Guide*.
- ii. The above rules and regulations are incorporated by reference into this Contract. If there is any conflict between this Contract and the above rules and regulations, this Contract controls.

b. Prohibited Items: The following items may be impounded or confiscated if found in any residential facility:

- i. Motorcycles and gas motorized scooters: Vehicles and equipment with internal combustion engines are to be kept outside in appropriate parking areas.
- ii. Firearms, Weapons, Destructive Devices; Possession, use, or threatened use of firearms, ammunition, dangerous chemicals, weapons, or destructive devices are not allowed on property owned or controlled by Oregon State University except as expressly authorized by law or by University regulations. (Refer to Administrative Rules Relating to Student Conduct, at <http://oregonstate.edu/admin/stucon/>).
- iii. Students are not permitted to have pets and other animals in University Housing and Dining Services facilities, with the exception of fish or amphibians in a 29-gallon or smaller aquarium holding 10 gallons of water or less. Students who are found to be keeping pets or other animals in their rooms and who refuse to remove the animals may be told to vacate the residence hall or cooperative house.
- iv. Students agree to abide by all federal, state, and local laws, and University policies relating to consumption/possession of alcoholic beverages and other drugs. Consumption of alcohol is limited to students 21 years of age or older, in their individual residence hall room or cooperative house room. Alcohol is prohibited for all students residing in designated substance free floors/wings. Smoking is prohibited in all indoor areas of residence halls, cooperative houses, and dining centers. In order to provide a smoke-free environment and to reduce the health risks associated with tobacco smoke and other smoke-producing materials, this prohibition includes the smoking of tobacco products and the use of other smoke-producing materials, such as but not limited to, incense. Smoking is not permitted near any building entrance.
- v. Waterbeds are not permitted.
- vi. Possession or use of candles, incense or any open flame is prohibited.
- vii. Use of cinder blocks is prohibited.
- viii. See the UHDS *Student Policy and Information Guide* at: http://oregonstate.edu/uhs/current_students/ for other policies and regulations.

19. University Refusal of Assignment: Assignment to a residence hall or cooperative is contingent upon the final acceptance for admission by the University and on the availability of space. Assignments may be based on previous behavior or conduct issues. Acceptance of this Contract by UHDS does not confirm admission to the University. The University reserves the right to refuse any application for accommodations in University residence halls and cooperatives by returning the Contract and/or application.

20. Student Acceptance or Refusal of Assignment: By accepting an assignment, students are reserving a space in a University Housing and Dining Services residence facility during the 2008-09 university academic year. Students also acknowledge that they have read this Contract and the *Student Policy and Information Guide*, and agree to comply with all the terms and conditions set forth therein. **By refusing an assignment**, the student is removing his/her name from further consideration for assignment to University Housing and Dining Services for housing on campus.

21. Exceptions to Contract Terms and Conditions: Decisions concerning requests for exceptions to the terms and conditions of this Contract will only be made by the Director of University Housing and Dining Services, or a designee. Only the Director of University Housing and Dining Services or his/her designee can make exceptions to the TERMS AND CONDITIONS of the Contract. Resident Assistants (RAs), Area Complex Directors (ACDs), Residence Hall Directors (RDs), and Cooperative House Directors (CDs) are not authorized to modify these TERMS AND CONDITIONS.

22. Effect of Signature: By entering this Contract, you certify that you have read all the terms and conditions of the University Housing and Dining Services 2008-2009 UHDS Contract and agree to the terms stated therein.

PLEASE DO NOT CUT

THIS IS A CONTRACT – READ BEFORE YOU SIGN!

Last Name	First Name	M.I.	Student ID Number
Contract Holder Signature			Date
Parent/Guardian Signature (if applicant is under 18 years of age)			