

# University Housing and Dining Services INTO-OSU Student Room and Dining Contract

Final version posted June 9, 2009

**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. 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/](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 via email at [UHDS@oregonstate.edu](mailto:UHDS@oregonstate.edu)
3. UHDS uses email as the preferred, primary method of communication regarding housing Contract matters. Residents 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 Resident. UHDS defaults to ONID accounts and will only send messages to ONID after Occupancy has been taken.

## Terms and Conditions

### 1. General Conditions:

- a. Resident eligibility is outlined below in Section 2. Eligibility is subject to the terms and conditions noted within this Contract as well as all current rules, regulations, procedures and responsibilities that apply to individual residents, including but not limited to those within the Oregon State University ("OSU") undergraduate and graduate catalogs, Oregon Administrative Rules regarding Student Conduct (available online at <http://oregonstate.edu/admin/stucon/>), Student Handbooks, the INTO-OSU Brochure, and the University Housing and Dining Services *Student Policy and Information Guide*. In the event of any conflict among the foregoing, the terms and conditions of this Contract are controlling.
- b. This Contract is personal to the Resident and is not transferable by the Resident. Notwithstanding the foregoing, if a parent or guardian has signed this Contract in addition to the Resident, the Contract will be binding on both parties.
- c. Individuals who are legally required to register as a sex offender are not eligible to live in University Housing and Dining Facilities.
- d. All residence hall Contracts include a room and Dining Plan package. There is no room-only option. A Resident who does 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
- e. Oregon State University, in compliance with state and federal laws and regulations, does not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sexual orientation, or veteran's status in any of its policies, procedures, or practices.

**2. Eligibility:** To be eligible for residence in on-campus housing as part of the INTO-Oregon State University ("INTO-OSU") program, individuals must be admitted to and enrolled in an approved INTO-OSU course of study, including but not limited to Intensive English Programs and Academic Programs. Individuals are additionally eligible for residence during the time period between two consecutive courses of study for which the individual is admitted and enrolled. Resident shall be deemed in breach of this Contract if he or she is no longer registered for classes at OSU.

**3. Term:** The term of this Contract is for the housing period specified by the Resident in the Resident's INTO-OSU application.

**4. Assignment of Space:** This Contract is not a lease agreement. This Contract is for assigned space in a residence hall or cooperative and not for a specific room or bed. UHDS accommodates Resident housing preferences when possible, but does not guarantee assignments based on preferences. The Resident is required to pay the published or officially announced rate for the space that is assigned. *The University reserves the right to reassign Residents 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 other economic or safety reasons. **Failure to receive an assignment by mail does not cancel the Contract.** 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 or INTO-OSU. The University reserves the right to refuse any application for accommodations in University residence halls by returning the Contract and/or application.

**5. Cancellation of Contract by Resident:** Upon acceptance of the INTO-OSU admissions offer and payment of the program deposit, a Resident who specified his or her intent to stay in University housing is responsible for housing charges for the entire term specified in his or her INTO-OSU application form. Cancelling this Contract after admission and payment of the INTO-OSU program deposit will result in the following Cancellation Fees, which will be applied to the Resident's University account:

- a. For Residents Enrolled in the INTO-OSU English Language Programs: **\$6.00 per day for the Contract Term if the Contract is cancelled in a writing to UHDS 30 or more days prior to the published start of the INTO-OSU program in which the Resident is enrolled. If the Resident cancels this Contract less than 30 days prior to the published start of the INTO-OSU**

**program in which the Resident is enrolled, full room charges will be assessed.**

- b. For Residents Enrolled in the INTO-OSU Academic Programs: **\$6.00 per day for the remainder of the Contract Term after receipt of a written cancellation notice by UHDS.**

**6. Contract Release by OSU in Response to Resident Petition:** OSU may release Resident from this Contract under limited circumstances upon receipt of a written letter requesting such extraordinary action accompanied by appropriate documentation. Contract Releases under this section will not be subject to the Cancellation Fee but Residents will be responsible for pro-rated room and board charges after taking Occupancy. Contract Releases are extraordinary and are not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances:

- a. The Resident completes his or her entire INTO-OSU program.
- b. The Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control.
- c. The Resident has an unforeseen, documented medical reason which requires the Resident to live off campus.
- d. The Resident is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter.

**7. Contract Termination (by University):** If the Contract is terminated by OSU after Occupancy, the Resident will remain financially responsible for the costs of the Contract for the remainder of the program, receiving no refund for housing or meal charges. OSU reserves the right to terminate this Contract for any of the following reasons:

- a. If the Resident has not officially occupied the assigned space at noon on the first day of the INTO Program in which the Resident is enrolled, unless the UHDS Office has received written notification from the Resident that he or she will be arriving late. Reassignment of late-arriving Residents (who do not provide written notice) will be made upon their arrival at the University.
- b. The Resident is suspended or expelled from the University for disciplinary reasons.
- c. The Resident owes in excess of \$2200 to the University prior to fee assessment at the start of any term.
- d. The Resident is in breach of this Contract.

**8. Payments:** All payments for University Housing and Dining Services are due eight weeks prior to the published start date for the INTO-OSU Program in which the Resident is enrolled, and must be paid in full. In cases of overdue payment, the University reserves the right to suspend or cancel accommodation and charge interest on the outstanding balance. Interest will be charged at the rate of 1% per month (12% APR).

**9. University Housing and Dining Services Rates:** All University Housing and Dining Services rates are subject to Oregon University System approval. The Oregon University System reserves the right to change Housing and Dining Services rates during the Resident's Contract Term. Current rates are based upon a combination of housing type, room type, and Dining Plan and are available in the current INTO-OSU Brochure. Residents arriving prior to the official move-in day will be assessed an additional daily charge pending space availability.

- a. **Residence Hall Association Activity Fee:** All Residents 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 Residents. The activity fee is included in the room charges.

**10. Dispute of Charges and Cancellation Fees:** Any dispute over housing or dining charges or Termination or Cancellation Fees assessed to a Resident's University account pursuant to this Contract must be made in writing by the Resident. Appeal petition forms are available at <http://myuhds.oregonstate.edu> and are to be submitted to the UHDS Central 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. Should the Resident disagree with the decision of the appeals committee, they may request in writing a review by the Director of UHDS or his/her designee within 30 days of the original decision.

**11. Vacation Breaks:** Only designated residence halls: Bloss, Finley, Halsell and West International Hall will be open during Winter and Spring break periods. Residents assigned to Bloss, Finley, Halsell and West may remain in their rooms during breaks. Residents in all other facilities may sign up for break housing in temporary facilities as space is available. Residents who are unable to leave campus during break periods are encouraged to live in one of these halls. Residents can leave their belongings in their rooms during break periods, as long as their UHDS Contract is current.

**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 Resident 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 Resident check-in will be subjected to the single room charge, which will be assessed to the occupying Resident's University account. When Residents 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 to the Resident's account accordingly for the remainder of that term. If the remaining Resident 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 Director. Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as agreement by the Resident 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 or Termination and Cancellation Fees.*

**14. Dining Plan Policy:** INTO-OSU Dining Plans are active as long as a Resident is enrolled in an INTO-OSU program. No refunds will be available for any unused Dining Plan amounts, including upon termination of this Contract. Residents may add money to their OSU Card Cash plan (administered by the ID Center) at any time using cash, check, Visa, MasterCard or debit card.

**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. Residents are encouraged to carry personal property or renter's insurance. Residents 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 Resident for the Facilities:**

**a. Care and maintenance of facilities:**

- i. Each Resident is provided with a room key and an outside door key or electronic access device and will be held responsible for loss of these devices.
- ii. All residence hall Residents agree to update and accept their Room Condition Report via <http://myuhds.oregonstate.edu> within 2 weeks of taking Occupancy.
- iii. Each Resident is financially responsible for all facilities, fixtures, and items provided for their use.
- iv. Residents 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.
- v. 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 Resident'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 Resident(s) or student government unit.
- iii. Damages in common areas may be divided and charged on a pro-rated basis to each Resident in the living community.
- iv. Charges for damages, excessive cleaning, improper checkout, and lost keys during the Contract period will be billed to the Resident's University account.

**c. Painting, repair, and remodeling restricted:**

- i. Residents 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 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 Resident rooms or public areas into a Resident's room.

**d. Moving out of the residence halls:**

- i. Each Resident 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. Residents will be charged for housing and dining until they have completed the entire checkout process.
- 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 Resident has vacated.

**18. Safety and Security:** The Resident 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 Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Resident 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.

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

- a. Motorcycles and gas motorized scooters: Vehicles and equipment with internal combustion engines are to be kept outside in appropriate parking areas.
- b. 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/>).
- c. Residents 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 10-gallon or smaller aquarium or as a reasonable accommodation authorized through UHDS Operations & Facilities and Disability Access Services. Residents 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.
- d. Residents 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 Residents 21 years of age or older, in their individual residence hall room or cooperative house room. Alcohol is prohibited for all Residents living 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 within 30 feet of any building.
- e. Waterbeds are not permitted.
- f. Possession or use of candles, incense or any open flame is prohibited.
- g. Use of cinder blocks is prohibited.
- h. See the UHDS *Student Policy and Information Guide* at: [http://oregonstate.edu/uhs/current\\_students/](http://oregonstate.edu/uhs/current_students/) for other policies and regulations.

**20. Exceptions to Contract Terms and Conditions:** Only the Director of University Housing and Dining Services or his/her designee can make exceptions to the TERMS AND CONDITIONS of this 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.

**21. 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 INTO-OSU Room and Dining Contract and agree to the terms stated therein.

**RESIDENT COPY  
DO NOT SIGN THIS COPY**

**KEEP FOR YOUR RECORDS**