

# University Housing and Dining Services

## Room and Dining Contract 2009-10

Final version posted March 1, 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. Once you receive a key to your assigned residence you are considered to have taken occupancy and will incur charges, 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/](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. 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 20, 2009.

### 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, 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 ("student") 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, unless the Resident is applying for a Cooperative Residence. Cooperative Residents must contract with their cooperative for their meal 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, individuals must be admitted to and enrolled in Oregon State University ("OSU") and actively pursuing a degree, University affiliated program, or dually admitted to and enrolled in Linn-Benton Community College ("LBCC") and OSU and actively pursuing a degree. Resident shall be deemed in breach of this Contract if he or she is no longer registered for classes at OSU or at LBCC, if the Resident is dually-enrolled.

**3. Term:** The term of this Contract is for the entire 2009-10 Academic year, defined as beginning with the start of the Fall Term 2009 or upon Occupancy, whichever occurs first, through the end of the Spring 2010 Term.

**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 single, double, triple, quad, or cooperative 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 cooperative, 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. The University reserves the right to refuse any application for accommodations in University residence halls and cooperatives by returning the Contract and/or application.

**5. Occupancy:** Occupancy means that the Resident has received a key for a specified room and the Resident may then occupy the designated space for the Term of the Contract. Occupancy begins upon issuance of a key to Resident and ends 24 hours after Resident completes finals, or at 5:00 PM on the last day of the term, whichever is earlier. Written authorization is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or his/her belongings.

**6. Cancellation of Contract by Resident:** All contract cancellations must be in writing, signed by the Resident, in order to be effective.

**Residents who are currently attending OSU or living in UHDS housing, who contract for UHDS housing for 2009-10 have until May 1, 2009 to cancel their Contract without incurring a Cancellation Fee. New applicants, who are not currently attending OSU, have until July 15, 2009 to cancel their Contracts without incurring a Cancellation Fee. For applications received after July 15, 2009, the applicant will have 10 business days after receiving his or her room assignment to cancel the Contract.**

**Failure to timely cancel the Contract in the form required will result in the following Cancellation Fees, which will be applied to the Resident's University account:**

- a. For Residence Halls: The cancellation fee is \$6.00 per day for the remainder of the Contract Term after receipt of Cancellation.
- b. For Cooperatives: The cancellation fee is \$4.00 per day for the remainder of the Contract Term after receipt of Cancellation.

#### 7. Contract Release by OSU in Response to Resident Petition:

OSU may release Resident, after the relevant cancellation deadline, 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 may find and petition for a student replacement through University Housing and Dining Services to assume the Resident's obligations under the Contract. 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 Resident'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 Resident will be assessed the Cancellation Fee on a pro-rated basis.
- b. The Resident is admitted but fails to register for class, or cancels registration. In this case the Resident will not be assessed a Cancellation Fee, but may be charged for room and board on a pro-rated Basis from the time of Occupancy.
- c. The Resident withdraws from the University, or is dismissed from the University for academic reasons during this Contract Term, unless withdrawal is the result of a disciplinary violation.
- d. The Resident completes his or her academic program and graduates from OSU.
- e. The Resident transfers from a University-owned cooperative house, residence hall, the GEM, or Orchard Court Family Housing to a University-owned cooperative house, residence hall, the GEM or Orchard Court Family Housing.
- f. The Resident is 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.
- g. The Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control.
- h. The Resident has an unforeseen, documented medical reason which requires the Resident to live off campus.
- i. The Resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not immediately available.
- j. The Resident transfers to the OSU Cascades Campus.

**8. Cancellation based on Residency at University-recognized Greek Facility:** Notwithstanding Section 5 above, a Resident who has a signed Contract with UHDS, participated in formal recruitment, and plans on moving into a University-recognized Greek facility will have until **September 4, 2009** to cancel their UHDS Contract without being charged the otherwise applicable Cancellation Fees. Cancellations based on this section received after September 4, 2009 will not be exempt from the Cancellation Fees. Contact the Office of Greek Life for further information.

**9. 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 current Fall, Winter, or Spring Term, receiving no refund for housing or meal charges. The Resident will also be charged the Cancellation Fee described in Section 5 above from the time the full room and board charges cease. OSU reserves the right to terminate this Contract for any of the following reasons:

- a. If the Resident has not officially taken Occupancy to the assigned space at noon on the first day of classes, 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.
- b. The Resident is not officially enrolled at the University or dual enrolled in an affiliated community college.
- c. The Resident withdraws from the University during or at the end of any term.
- d. The Resident is suspended or expelled from the University for disciplinary reasons.
- e. The Resident owes in excess of \$2200 to the University prior to fee assessment at the start of the term.

**10. Room and Meal Plan Payments:** Charges for each term are billed at the beginning of the term on a Resident'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 charged to the Resident's University Housing and Dining Services charges.

**11. 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 Contract Term. Rates are based upon a combination of housing type, room type, and Dining Plan and are available on the 2009-10 Room and Dining Rate sheet at the UHDS office. Resident agrees 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. Residents arriving prior to the official move-in day will be assessed an additional daily charge pending space availability.

- 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 Resident 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 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.

**12. 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.

**13. Vacation Breaks:** Only designated residence halls: Bloss, Halsell and West International Hall will be open during Thanksgiving, Winter, and Spring break periods. Residents assigned to Bloss, 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. Residents residing on campus in any facility during break periods will be assessed an additional daily charge for those times.

**14. 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.

**15. 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 or Cooperative 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.*

**16. Dining Plan Policy:** Dining Plan balances carry over from term to term, but must be used by the end of Spring Term 2010. 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. Residents who cancel this Contract will be billed for excess use if spending exceeds the allocated amount on the date of cancellation. Residents 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. Residents 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 Residents are encouraged to request the change before their account balance reaches \$0.00.

**17. 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.

**18. 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.

**19. 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 and cooperative 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 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 Resident rooms or public areas into a Resident's room.
- d. Moving out of the residence halls and cooperative houses:**
- 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 2009-10 Room and Dining Contract and agree to the terms stated therein.

**RESIDENT COPY  
DO NOT SIGN THIS COPY**

**KEEP FOR YOUR RECORDS**