

# FAMILY HOUSING AND UNIVERSITY APARTMENTS

## 2016–17 RENTAL AGREEMENT



### **PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.**

Not only will this document answer your questions, but it is also a legal and binding agreement between you and university housing.

University Housing promotes a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities. So that you may take advantage of the services available to you and know the expectations placed upon you as a Tenant, you should become familiar with this agreement. This document is based on the established educational goals of the University of Oregon, consideration for other residents, health and safety standards, and compliance with established laws and the university's Student Conduct Code. Subject to ORS 90, if you do not comply with this agreement, you will be subject to eviction from your Family Housing and University Apartments Unit.

The University of Oregon actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us and we celebrate the differences that distinguish us. University Housing has an expectation that all residents will actively participate in creating welcoming communities that value all members without regard to race, color, sex, disability, national origin, age, religion, marital status, veteran status, sexual orientation, gender identity, or gender expression. Our highly trained staff members are awaiting your call to discuss any concerns you may have.

UO prohibits discrimination on the basis of age, color, disability, gender, identity or expression, marital status, national origin, race, religion, sexual orientation, or veteran's status or sex in all programs, activities and employment practices as required by Title IX, other applicable laws, and policies. Retaliation is prohibited by UO policy. Questions regarding Title IX may be referred to Darci Heroy, the Title IX Coordinator at [titleixcoordinator@uoregon.edu](mailto:titleixcoordinator@uoregon.edu), Office of Affirmative Action and Equal Opportunity, or to the Office for Civil Rights. Contact information, related policies, and complaint procedures can be found at <http://aaeo.uoregon.edu/sexual-harassment-assault>.

### **Important Notice Regarding Construction Noise**

University Housing is not responsible for disruption or noise caused by construction adjacent to university-owned apartments and houses.

## **DEFINITIONS**

For the purpose of this Rental Agreement, the following definitions shall apply:

### **ACADEMIC YEAR**

Fall term/fall semester through summer term/spring semester

### **STUDENT**

A full-time, registered student at the University of Oregon through the Academic Year.

**FULL-TIME**

For graduate or law Students, full time means enrolled for a minimum of nine credit hours each term; for undergraduate Students, full time means enrolled for a minimum of twelve credit hours per term.

**TENANT (RENTAL AGREEMENT HOLDER)**

A Student who enters into a contract for a particular Unit.

**HOUSEHOLD MEMBERS**

A person who resides in the Unit with the Tenant, and is listed on the Rental Agreement and who meets the eligibility requirements set forth below.

**FAMILY MEMBERS**

Means the spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent domestic partner, grandparent or grandchild of the employee, or a person with whom the tenant is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of a tenant or the child of a tenant's domestic partner.

**RESIDENT(S)**

The Tenant and any Household Members

**GUEST**

A person in or about the Unit or Common Areas at the express or implied invitation of the Tenant or a Household Member

**UNIT**

The apartment or house to which the Tenant is assigned and occupies. Unless expressly noted in this agreement, the term Unit does not include attics, basements or any outbuildings, including, but not limited to, garages or other non-dwelling structures located near the Unit.

**COMMON AREA**

Access roads, sidewalks, entrances, passages, lobby areas, common restrooms, elevators, stairways, vestibules, public corridors and halls, bike racks/cages, and other facilities and areas designated from time to time by Landlord for the general use and convenience of Residents and Guests

**LANDLORD/MANAGER AND OWNER OF PREMISES**

The University of Oregon

541-346-4277

1595 15th Avenue, Walton Complex, University of Oregon

Postal address: 1220 University of Oregon, Eugene OR 97403-1220

## AGREEMENT TERM

This is a rental agreement for a Unit. This agreement is between the Tenant and the University of Oregon and is for a fixed term tenancy that begins no earlier than July 1, 2016 and ends on June 30, 2017 without further notice. However, if a Tenant is graduating prior to June 30, 2017, this agreement is for a fixed term tenancy that begins no earlier than July 1, 2016 and ends pursuant to the following schedule: If the Tenant is graduating after fall term, this agreement terminates on December 31, 2016. If the Tenant is graduating after winter term, this agreement terminates on April 15, 2017. If the tenant is graduating after spring term, this agreement terminates on June 30, 2017. If the Tenant is graduating after summer term, this agreement terminates on September 1, 2016. Notwithstanding the foregoing, a Tenant who is graduating may stay in Family Housing through June 30, 2017 if: (1) the University approves the extension and the Tenant provides proof of admission and enrollment as a full time registered student into a new program; or (2) University Housing grants the student permission to stay past graduation.

## TERMS AND CONDITIONS OF OCCUPANCY

### 1. ELIGIBILITY REQUIREMENTS.

1.1. In order to be eligible for University Housing, the Rental Agreement Holder, i.e., the Tenant, must

be a Student. In order to be a Household Member, a person must either be a full-time Student or a Family Member of the Tenant. Pursuant to ORS 90.392, failure to comply with these eligibility requirements is a material violation of this rental agreement that may result in Landlord terminating this agreement and taking possession of the Unit. Subject to the conditions set forth below, Household Members may reside in the Unit with Tenant. The aforementioned requirements are required in order to make a fair distribution of the Landlord's property and in order to ensure that the premises is being used for educational purposes.

- 1.2. **Proof of Eligibility:** Residents must provide proof of eligibility.
- 1.3. **Changes in Residents Status:** Subject to the rights set forth in ORS 90.445, Residents will be required to vacate the Unit or if a Resident(s) no longer meets the eligibility requirements or occupancy guidelines. Any change in eligibility that may render a Resident ineligible to reside in the Unit must be reported to the Spencer View Area Desk at least ten business days prior to the change.
- 1.4. **Occupancy Guidelines:** Occupancy requirements subject to ORS 90.262(3) may vary by unit type and location. As a general rule, the following criteria are used:

<b>Occupancy Guidelines</b>				
<u>Units</u>	<u>Minimum Occupants</u>	<u>Maximum Occupants</u>	<u>Minimum Adults</u>	<u>Maximum Adults</u>
Studio	1	2	1	1
1 Bdrm Apt/House	1	3	1	2
2 Bdrm Apt	1-2	4	1	2
2 Bdrm House	2	4	1	2
3 Bdrm Apt	2	6*	1	3*
3 Bdrm House	3	6	1	2
4 Bdrm House	4	8	1	2
5 Bdrm House	5	10	1	2

\* 3 adults, maximum occupants = 3 people

## 2. STUDENT CONDUCT CODE

- 2.1. **Student Conduct Code:** In order to promote the safety and welfare of all Residents, Residents are subject to the Student Conduct Code, which is expressly incorporated into this agreement and attached to this agreement. Residents understand that sanctions for violations of the Student Conduct Code include loss of the right to use or live in University owned or sponsored housing, expulsion and suspension. Student violations of the Student Conduct Code will be adjudicated through the Office for Student Conduct and Community Standards or its designee. Non-Student Resident violations of the Student Conduct Code will be adjudicated by University Housing in accordance with this contract and ORS 90. Residents also understand that under the Student Conduct Code and ORS 90.396, the University can take emergency actions that may impact the Residents ability to live in University Housing. Violations of the Student Conduct Code that result in sanctions that revoke a Resident's ability to live in University owned or controlled property are material violations of this Agreement under ORS 90.392 and impact the eligibility requirements set forth in Section 1.

## 3. FAMILY HOUSING REGULATIONS.

- 3.1. **Family Housing Regulations:** In order to promote the safety and welfare of its Residents and the campus community, Residents must abide by Family Housing Regulations and agree that failure to comply with family housing regulations is a material violation of this agreement. Pursuant to ORS 90.302(3), University Housing can charge a \$50 fee for continued violations of these regulations. Family Housing Regulations require Residents to:
- 3.1.1. Keep all areas under the Tenant's control and all plumbing, light fixtures, and appliances the Tenant uses clean, unclogged, and in operable conditions and to dispose of all waste in a sanitary and safe manner;
  - 3.1.2. Use the Unit, Common Areas, facilities and all appliances in a reasonable manner considering the purposes for which they were designed and intended;
  - 3.1.3. Not use water beds above the first floor in any building;
  - 3.1.4. Not deliberately or negligently destroy, damage, or remove any part of the Unit or its appliances, fixtures, or furnishings, or knowingly permit others to do so;
  - 3.1.5. Report immediately to the Spencer View Maintenance Line at 541-346-8585, any need for repairs, including malfunctioning smoke detectors and other fire safety equipment;
  - 3.1.6. Protect the site from pests and vermin, including following cleaning guidelines provided by housing;
  - 3.1.7. Not store prohibited items, explosive, volatile, or hazardous substances or create hazardous conditions in or about the Unit or in Common Areas or facilities;
  - 3.1.8. Consistent with ORS 90, assume liability and responsibility for damages resulting from acts or omissions of the Tenant, Household Members, or the Tenant's Guests and losses incurred by the Tenant or the Tenant's guests, unless such losses are the result of the willful acts or negligence of the Landlord. Landlord's liability shall be subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.
  - 3.1.9. Deter mold growth in the living spaces by maintaining room temperature greater than 55 degrees, keeping kitchen and bathroom areas dry and clear of moisture, and keeping furniture away from the walls. Report any mold growth to the Spencer View Maintenance Line at 541-346-8585.
  - 3.1.10. Not perform unauthorized alterations, modifications, or additions to the interior or exterior of the Unit, property, or grounds are prohibited (see "Addenda to the Rental Agreement"). (Affecting the surface of ceilings, floors, molding, and/or walls by drilling, grinding, sanding, sawing, nailing, and/or any activity that affects the surface is also prohibited.)
  - 3.1.11. Use Fire extinguishers for fires only. This means that fire extinguishers must not be removed from hangers except to extinguish fires. Expended extinguishers and damaged hangers must be reported to the Spencer View Maintenance Line at 541-346-8585 immediately for replacement.
  - 3.1.12. Not use extension cords, other unapproved electrical cords, and multi-plug adapters without on-off switches and without exterior breaker switches are prohibited.
  - 3.1.13. Not use or store briquettes, butane, gasoline or gas burning stoves or barbecues, propane, Coleman fuel, charcoal lighter fluid, within the Unit or under stairwells. Combustibles must not be placed within six inches of wall heaters or stove ranges.
  - 3.1.14. Not use candles and incense in an unsafe manner.
  - 3.1.15. Not use portable space heaters, unless they are UL approved, have a safety tip-over switch, have enclosed heating elements, and be plugged directly into an outlet (no extension cord).
  - 3.1.16. Not use halogen lights and light bulbs.
  - 3.1.17. Not possess, use, or threaten use of firearms (including but not limited to BB guns, air guns, and paint guns), ammunition, explosives, dangerous chemicals, martial arts weapons, or any other objects as weapons (i.e. metal knuckles, blackjack, sap, or similar

instruments) on university property. However, possession of knives with a culinary purpose, or knives with blades no longer than three (3) inches, are allowed. Notwithstanding the foregoing, the following types of knives are specifically prohibited: any knife having a blade that projects or swings into position by force of a spring, by centrifugal force, by gravity, or by any other force, any "combat knife" (i.e. KA-BAR, bayonet, machete, dirk, dagger, and/or hatchets; and Ceremonial swords).

- 3.1.18. Not misuse personal defensive devices (pepper spray, for example). Residents are responsible and accountable for any misuse of these devices, unless such actions are caused by the willful misconduct or negligence of the Landlord.
  - 3.1.19. Not engage in solicitation, advertising, promotion, or other commercial transactions. In order to sell or promote any merchandise or service for private profit on state property, a sales permit must be purchased from the university for each sales location.
  - 3.1.20. Not engage in any behavior that is disruptive or threatens the health and safety of other University Housing residents and/or the campus community.
  - 3.1.21. Not disturb Residents' or others' peaceful enjoyment.
- 3.2. **Assignment Process:** Unit assignments are based upon date of application and eligibility requirements and are at the sole discretion of the Landlord. This Rental Agreement is not assignable without the written consent of Landlord; this Rental Agreement shall be voidable at the option of Landlord should an assignment take place without the Landlord's written consent. This Rental Agreement and the laws, rules, policies and documents referenced therein, are the entire agreement between the parties, and no amendments thereto are binding unless signed by both parties. Specific units are not guaranteed prior to check-in.
  - 3.3. **Transferability of Rental Agreement:** The Rental Agreement is transferable only to a Student listed on the Rental Agreement at the time of the initial Unit assignment. The former and the new Tenant's housing account must be current and in good standing prior to transfer of the Rental Agreement. The new Tenant must meet and comply with all eligibility requirements at the time of transfer and pay a \$75 security deposit, which is non-transferable. Only one rental transfer per unit will be granted.
  - 3.4. **Unit Changes:** Unit changes are subject to approval by the Landlord. Unit changes may occur as a result of unforeseen damage or repairs needed to the property.
  - 3.5. **Utilities:** The Tenant shall contract directly with the providers of all utility services. All such contracts shall be effective at the time the Tenant takes possession of the Unit. The Tenant shall be responsible for paying all utility charges incurred by the Tenant and shall hold the Landlord harmless with respect to all such charges. Utilities must not be shut off to the Unit, even if the tenant is away from the Unit for an extended period of time.
  - 3.6. **Interruption of Service and Construction:** Subject to ORS 90, University Housing is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of University Housing. University Housing is not responsible for construction noise or disruption.
  - 3.7. **Security Deposit:** Landlord requires payment of \$75 at the time an offer of housing is accepted. The security deposit is held by the Landlord during the tenancy. Landlord may deduct from the security deposit any unpaid rent and the reasonable cost of repairing damage caused by Tenant, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Tenant's student account. Not more than 31 days after termination of the tenancy, the Landlord will refund the balance of the security deposit, if any, to the Tenant's student account and provide a written accounting that states specifically the basis or bases for the deductions. The security deposit does not represent the maximum liability the Tenant could suffer for breach of this Rental Agreement, but is merely security the Tenant is required to provide.
  - 3.8. **Rent Due Date and Rental Rates:**

- 3.8.1. One month's rent, or its prorated remainder, is payable in advance at the time an offer of housing is accepted. Thereafter, monthly rent shall be due and payable on the first day of each month, and payment shall be made as set forth in this section.
- 3.8.2. Monthly rental payments are assessed on the student account on or about the 12th of each month prior to the due date.
- 3.8.3. All financial transactions are handled by, and rent is payable at or through, the university's office of Business Affairs.
- 3.8.4. *Rental Rates:* Spencer View rates are posted on the University Housing website: [housing.uoregon.edu/apartments](http://housing.uoregon.edu/apartments). East Campus houses, and the Agate and Moon Court Apartments rental rates are based on accepted offer and subject to annual rent increases.
- 3.9. **New Rental Agreement:** Subject to the consent of Landlord, which may be withheld for any lawful reason, a Tenant may submit an application for a new rental agreement upon the expiration of this one. A Tenant who wishes to enter into a new rental agreement must notify the Landlord prior to June 1 and execute the new rental agreement on or before June 30 of each year. Unless a new agreement is executed, this Agreement expires at the end of the Term, as set forth above.
- 3.10. **Termination of Rental Agreement:**
  - 3.10.1. *Termination by Tenant:* Tenant may terminate this Rental Agreement by submitting to the Landlord 30 days advance written notice of Tenant(s)' intent to vacate the Unit ("Termination Notice"). All Residents must vacate by the day indicated in the Termination Notice. If Resident(s) vacates the Unit prior to the conclusion of the 30-day period, the Landlord will make reasonable efforts to re-let the Unit. If the Landlord rents the Unit after Resident(s) vacates but before the conclusion of the 30-day period, this Rental Agreement shall terminate as of the date the new tenancy begins. Residents are responsible for all rent and charges incurred or assessed up to and including the last day of the termination notice period, except that rent will be prorated if Resident(s) vacate the Unit and the Unit is rented during the notice period.
  - 3.10.2. *Termination by Landlord:* Subject to ORS 90, if Resident(s) materially violates this agreement, Landlord may terminate this agreement by providing 30 days written notice to Residents. Material violations include, but are not limited to, failure to meet the eligibility requirements set forth in Section One, failure to comply with UO's Student Conduct Code and failure to comply with Family Housing Regulations. Notwithstanding the foregoing and subject to any restrictions imposed by law, Landlord may terminate this agreement with 24 hours' notice if it determines that Resident(s) pose a health and safety risk to Resident(s) or other members of the campus community, including, but not limited to, those members of the campus community residing in family housing. Landlord may also terminate this Agreement in accordance with any other provision of ORS 90, including, but not limited to, termination for failure to pay rent, as currently set forth in ORS 90.394.
  - 3.10.3. *Liquidated Damages:* If Tenant is enrolled in classes at the UO after termination of this agreement, pursuant to 90.302(e), Tenant agrees to pay a rental agreement breakage fee of one and one-half month's rent.
- 3.11. **Landlord's Remedies:** In addition to any remedies set forth in this Rental Agreement, the Student Conduct Code and 571-022, Landlord shall have all available remedies in the event of Resident(s)' failure to comply with this Rental Agreement. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Resident(s) and obtain damages as provided by law.
- 3.12. **Abandoned Property:** Landlord will dispose of personal property pursuant to ORS 90.425.
- 3.13. **Absence in Excess of Seven Days:** Resident(s) is required to notify the Spencer View Area Desk in writing of any anticipated absence in excess of seven days. During such absence, the Landlord may enter the dwelling when reasonably necessary.
- 3.14. **Privacy and Reasonable Access:** Except in the case of emergency, or as otherwise provided by

this Rental Agreement or by law, the Landlord must give at least 24-hours' notice before entering the Unit, and then may enter only at reasonable times and in a reasonable manner. The Landlord will not abuse the right of access, nor use it to harass. The Tenant will not unreasonably withhold consent to access by the Landlord.

- 3.15. **Non-liability of the University:** The Tenant is responsible for personal property belonging to the Tenant, Household Members or Guests. The Landlord shall not be liable for loss of or damage to personal property belonging to Residents or Guests regardless of where the personal property is located, whether in the Unit, Common Areas, laundries, attics, basements, or storage rooms, unless loss or damage is caused by the willful misconduct or negligence of Landlord. Landlord's liability is subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.
- 3.16. **Landlord Responsibilities:**
  - 3.16.1. Landlord agrees to make all necessary repairs and to do whatever is necessary to keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The Landlord will provide:
    - 3.16.1.1. Physical facilities, including appliances, in standard repair;
    - 3.16.1.2. Effective water and weather protection;
    - 3.16.1.3. Plumbing that conforms to applicable code and is maintained in good working order;
    - 3.16.1.4. Adequate heating;
    - 3.16.1.5. An electrical system that conforms to applicable code and is maintained in good working order;
    - 3.16.1.6. Adequate receptacles for the removal of garbage (except for East Campus houses);
    - 3.16.1.7. An approved and adequate water supply system capable of supplying hot and cold water;
    - 3.16.1.8. Working locks for all outside doors and keys for Tenant.
  - 3.16.2. Landlord is not responsible for the continuation of the above services in the event of an "act of nature"; strike or lockout of public employees or suppliers' employees; interruptions caused by other than the Landlord; or in the event of other events beyond the control of Landlord.
- 3.17. **Peaceful Enjoyment:** The Landlord is not responsible for any annoyance or disruption to Residents resulting from noise created by external sources (i.e. private businesses, public services, construction, and university or community events).
- 3.18. **Cleaning and Damage Charges and Hazardous Substances Abatement:** Actual charges for cleaning and repair of damages to the Unit, Common Areas, or appliances beyond normal wear and tear, and abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Residents will be paid by Tenant.
- 3.19. **Keys and Locks:** Keys to exterior doors will be issued only to Residents listed on the Rental Agreement. Except as may be required by ORS 90.459, the installation and use of unauthorized locks on interior and exterior doors by Residents is prohibited. A \$40 charge will be assessed to the tenant for replacing unit keys.
- 3.20. **Guests:** Overnight Guests are permitted and no notification to the Spencer View Area Desk is required unless guests are to remain for more than one week. Guests who are expected to remain for more than one week, including family members not on the rental agreement, are subject to prior approval of the Petition Review Board.
- 3.21. **Fire, Safety, and Sanitation:**
  - 3.21.1. *Inspection:* A moisture inspection and fire, safety, and sanitation inspections will be conducted annually. Re-inspections will occur for units that require remediation.

- 3.21.2. **Notification of Fire:** In the event of fire, Residents should leave the building and call 9-1-1. The Tenant should also notify the University of Oregon Police Department at 541-346-2919 and the Spencer View Area Desk at 541-346-5263.
- 3.21.3. **Smoke Detectors:** Removing or tampering with smoke detectors, smoke alarms or carbon monoxide alarms is prohibited and will subject the Tenant to a charge of up to \$150. Tampering includes, but is not limited to, covering, removing, disconnecting, or otherwise disabling the unit. This also includes removing the battery and not immediately replacing it. Tenants are responsible for periodically testing smoke detectors and reporting defective detectors to the Spencer View Maintenance Line 541-346-8585
- 3.22. **Smoking:** Smoking (including but not limited to marijuana, cigarettes, e-cigarettes, vape pens, cigars, hookahs or pipes of any kind) is prohibited on all university-owned property, this includes, but is not limited to, all units, common areas, and grounds. Smoking in prohibited areas is material breach of this agreement, a violation of family housing regulations, as set forth in Section 2, and may result in charges to the leaseholders account associated with restoring the unit to its original condition.
- 3.23. **Petitions:** Residents have the right to petition for waiver of all or part of this Rental Agreement in the event of exceptional circumstances. Petitions are available online at [housing.uoregon.edu/dash](http://housing.uoregon.edu/dash). Petitions may only be reviewed if the Tenant's University Housing account is current and in good standing. Petition decisions are final. Charges as a result of fire and safety infractions may not be petitioned.
- 3.24. **E-mail:** Tenants are required to check their University of Oregon e-mail account regularly throughout their tenancy, including reviewing University Housing newsletters, in accordance with university policy and to notify the Office of the Registrar at 541-346-3243 of e-mail account changes.
- 3.25. **Court Costs:** In the event filing fees, service fees, or court costs are incurred by the university by reason of filing or otherwise initiating a forcible entry and detainer action, these expenses shall be added to the rent-due account of the Tenant, and the Tenant shall have an obligation to reimburse the university for these expenses unless an appropriate contrary order or final judgment is entered by the court.
- 3.26. **Good Faith:** Every duty and every act that must be performed under this Rental Agreement imposes an obligation of good faith in its performance or enforcement.
- 3.27. **Animals:** Except as provided by UO Policy 571-050-0025, other applicable laws and below, animals are not allowed. Resident may keep fish as pets; however, residents who keep fish as pets may not exceed one, 10-gallon aquarium to accommodate the fish, and the fish must be kept in the aquarium at all times, except as necessary for proper maintenance of the aquarium. In no event may the fish or gravel from the fish's aquarium be placed in sinks, showers, toilets, or any other water fixture or common water source. Residents with disabilities who may require an exception to this provision should contact Accessible Education Services. Violation of this policy is a material violation of this agreement and will result in assessment of a \$50 fee and charges for all other damage caused by the unapproved pet. Animals must be crated or secured during inspections and repairs.

#### 4. **ADDENDUM FOR SPENCER VIEW APARTMENTS**

- 4.1. **Community Room:** Residents may use the community room for recreational or educational purposes. Resident must schedule use of community room through the Spencer View Area Desk and assumes responsibility for any cleaning and/or damage charges, including common areas spaces, such as lobby and restrooms. Resident must be present for the duration of the event. Any violations may result in loss of use of the community room.
- 4.2. **Grounds:**
- 4.2.1. The Landlord will maintain common yard and playground areas, including trees and shrubbery. Using modern methods with motorized equipment and fertilizers.



- 4.2.2. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch, patio, and terrace areas. Failure to maintain these areas is a violation of family housing regulations and subject to fees as set forth above.
- 4.2.3. Porches, balconies, and stairwells must meet the following standards:
  - 4.2.3.1. *Front Porches/Balconies*: Only furniture specifically designed for outdoor use and plants/planters are allowed on front porches and balconies. Any items outside this list are prohibited from storage on front porches/balconies. A cleared 4-foot path must exist from the doorway to the sidewalk at all times.
  - 4.2.3.2. *Back Porches/Balconies*: Only furniture specifically designed for outdoor use, plants/planters, children's toys designed for outdoor use contained to a 3'x3'x3' area, and up to two bikes or strollers (or combination of the two) are allowed on back porches and balconies. Any items outside this list are prohibited from storage on back porches/balconies. For three-story units, a cleared 4-foot path must exist from the doorway to the sidewalk at all times.
  - 4.2.3.3. Stairways may never have any items stored on them or blocking their pathway. Only bikes are permitted to be stored in the space under stairwells. Bikes may never be secured to stairway railing. Any items aside from bikes are prohibited from storage under stairwells.
- 4.2.4. Children's swimming pools must not exceed eighteen (18) inches in depth and must be emptied and let dry daily.
  - 4.2.4.1. Children's swimming pools may be placed on back porches/balconies to dry, but must be stored in Units or Storage Units overnight and during cooler months.
- 4.2.5. Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.
- 4.2.6. Barbecue grills are allowed on the patios. Keep grill away from structures and other flammable materials. Place the grill along but not touching the metal patio railing or vinyl siding. Vinyl siding will melt from the grill's heat. Allow charcoal briquettes to cool in the grill, dispose when it is cool. Do not dispose of briquettes on grounds or landscaping.
- 4.2.7. Garden Plots. Student must request a garden plot by contacting either the Residence Life Coordinator or Spencer View Garden Coordinator. Gardens must be maintained according to guidelines provided. If a garden appears to be abandoned or unkempt (including but not limited to weed growth in the excess of 18 inches), University Housing will attempt to make contact with the resident assigned to the space. Subsequent inactivity will result in the plot being forfeited. Garden plots are not permitted outside of the designated spaces.

#### **4.3. Motor Vehicles and Parking**

- 4.3.1. Tenants are assigned one parking space per household. Parking permits are provided by the Department of Parking and Transportation.
- 4.3.2. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas.
- 4.3.3. Parking is managed and governed by the parking rules of the University of Oregon Department of Parking and Transportation. Illegally parked vehicles, those without current license plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed.
- 4.3.4. Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's checkout date.
- 4.3.5. The Landlord may re-assign parking. Notification of this change will be provided to the Tenant, and the Tenant will be responsible for relocating their vehicle to the newly assigned parking spot within 5 calendar days. If after 5 calendar days, and the Tenant's vehicle has

not vacated from their old parking spot and moved to their new assigned parking, the Landlord will tow the vehicle at the Tenant's expense.

4.3.6. The Landlord is not liable for any damage to the Tenant's vehicle, unless such damage is caused by Landlord's willful misconduct or negligence.

4.4. **Mailbox Keys:** Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

## 5. **ADDENDUM FOR AGATE AND MOON COURT APARTMENTS**

### 5.1. **Grounds:**

5.1.1. The Landlord will maintain common lawn areas, trees, and shrubbery using modern methods with motorized equipment, herbicides, and fertilizers.

5.1.2. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch landings and stairways.

5.1.3. Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.

### 5.2. **Motor Vehicles and Parking**

5.2.1. Parking at Moon Court and Agate apartments is restricted to one vehicle per household and by permit only through UO Parking & Transportation. Tenants are assigned one space per household with resident vehicle. At Agate Apartments not every unit will be assigned a space. Spaces are assigned on a first come first serve basis. Parking permits are provided by UO Department of Parking and Transportation. For on street parking of second vehicles, obtain a parking permit from the City of Eugene or UO Parking and Transportation. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Parking & Transportation and the City of Eugene about parking regulations that may change annually. All vehicles must be registered with the UO Parking & Transportation.

5.2.2. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas. Parking is governed by the parking rules of the University of Oregon Parking & Transportation and the city of Eugene. Illegally parked vehicles, those without current plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed. Housing makes no guarantee of availability of space or permits for street parking.

5.2.3. Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's checkout date.

5.3. **Mailbox Keys:** Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

## 6. **ADDENDUM FOR EAST CAMPUS HOUSES/VILLARD STREET HOUSES**

### 6.1. **Lead Warning Statement**

Housing built before 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 federally approved pamphlet on lead poisoning prevention.

### 6.2. **University Housing's Lead Disclosure Statement**

For many years, University Housing has been applying lead-free paint to its apartments and houses, however the underlying paint is known to have lead. All East Campus houses were built prior to 1978 and are known to contain lead-based paints. Many of the painted surfaces have

been sampled and have been identified as having lead. Do not saw, sand, grind, puncture, or disturb any surface. Residents who live in East Campus housing built prior to 1978 will also receive: (1) any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the underlying Unit; and (2) a lead paint disclosure addendum.

### 6.3. **Pets**

Some pets are allowed. Pets classified as "farm animals" or "urban animals" by Eugene City Code are prohibited. Chickens are prohibited. Dogs must be under the control of their owners at all times. Dogs must be on a leash when they are outside the house unless they are contained in a fenced backyard area. Dogs may not be tied to trees or any exterior part of the house. Housing does not provide fenced areas except those that currently exist. Fencing may be removed for construction or other purposes and not replaced. When University Staff requires entry to the owner's residence for improvements, repairs or inspection, the owner will ensure that the animal is crated or out of the residence for the safety of staff entering the residency. In the event of an emergency, University staff may enter the residence without the owner present. If the animal interferes with the response to the emergency, University staff may contain the animal as needed. This may require the support of UOPD, the fire department or City of Eugene Animal Services. Tenants are responsible for sanitary disposal of pet waste and any damage of grounds associated with pet. Pets must be properly cared for at all times, including when tenant is away from the unit. Failure to abide by this policy will result in a \$50 fee. Residents with disabilities who may require an exception to this provision should contact Accessible Education Services.

### 6.4. **Grounds:**

- 6.4.1. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch areas, front yards, backyards, and lawn areas. This includes maintaining all vegetation as it is at the time of occupancy. All grass areas will not exceed six inches in length. Yard areas, including lawn and flowerbeds, shall be kept free of weeds. Maintenance of outdoor areas that fails to meet requirements and results in work performed by housing staff is a violation of family housing regulations and subject to fees.
- 6.4.2. Villard Street Facing Houses: University of Oregon staff will regularly maintain, including mowing, weeding, and irrigating front lawn areas and side yards (up to the fence or to the back edge of the house if not fenced), trees, shrubbery, and plants using modern methods with motorized equipment, herbicides, and fertilizers. Restoration from damage to trees, flowerbeds, shrubbery, or common grounds will be charged to tenant's student account.
- 6.4.3. Vegetable gardening is only permitted in the backyard areas.
- 6.4.4. Household and personal items are prohibited from being stored or displayed on front porches and front lawn areas. These items include but are not limited to, appliances, signs, "yard art," bicycles, children's play toys, tents, swimming pools, outdoor grills, laundry, yard sales, filled trash bags and recyclables, bird feeders, large flower pots, satellite dishes. Any patio furniture used on the front porch must be designed for that use and may not be used on the lawn area. Upholstered furniture not designed for outdoor use is prohibited in all areas outside of the house.
- 6.4.5. Swimming pools are permitted in the backyards only. If they exceed a depth of eighteen (18) inches, they must be enclosed in a fenced backyard area with a minimum fence height of four (4) feet. Temporary fencing is not permitted. (Eugene City Code). Any grass damaged by the use of a swimming pool may result in a charge to the student account upon move out.
- 6.4.6. Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.
- 6.4.7. Should the condition of the property require preventive, emergency, or restorative maintenance, the Tenant accepts responsibility for any resulting utility charges that may appear on the Tenant's utility bill. University Housing will provide yard maintenance without Tenant approval as necessary. If this occurs, it is violation of family housing regulations and subject to fees.

6.4.8. *Barbecues* Do not use grill near structures. Allow charcoal briquettes to cool in the grill and dispose when cool. Do not dispose of briquettes on surrounding grounds or landscaping.

## 6.5. **Motor Vehicles and Parking**

6.5.1. Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, and fire lanes. Parking is prohibited on lawns. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Parking & Transportation and the City of Eugene about parking regulations that may change annually.

6.5.2. Motor homes, trailers, boats, ATVs, etc. and vehicles without current license plates and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's check-in date or five days prior to a Tenant's checkout date.

## 6.6. **Use of Attics and Basements:**

To the extent Tenants are allowed to use the Unit's attic or basement, the use of attics and basements as living quarters, bedrooms, or storage is prohibited. Basements are subject to moisture, dampness, seepage, and/or flooding. Should circumstances beyond the landlord's control require a basement or attic to be closed off to Tenant use, it is possible that laundry hook-ups will not be relocated. Housing staff will conduct periodic preventative maintenance inspection of all basements and attics. Tenant will be notified at least 24 hours in advance. Secured areas are not to be accessed by Resident.

UNIVERSITY HOUSING  
541-346-4277  
1595 15th Avenue, Walton  
Complex, University of Oregon  
Postal Address: 1220 University  
of Oregon, Eugene OR  
97403-1220  
housing.uoregon.edu

An EO/AA/ADA institution committed to cultural diversity.

# FAMILY HOUSING AND UNIVERSITY APARTMENTS 2016-17 RENTAL AGREEMENT



Please sign and return this copy to University Housing in its entirety. Do not detach pages.

This rental agreement is entered into between \_\_\_\_\_, the Tenant,  
rental agreement holder print name

and University Housing, the Landlord; for use of the premises located at, \_\_\_\_\_,  
street address and unit number

beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ year.  
day month year

All other occupants residing in this Unit:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Other adult: print name signature UOID if student

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Other adult: print name signature UOID if student

Children (print names):

\_\_\_\_\_


\_\_\_\_\_

This Unit [ includes / excludes ] a basement and/or attic. If Residents are allowed to use a basement or attic, their use is subject  
circle one  
to the limitations set forth in this Agreement. This Unit [ includes / excludes ] a garage and/or other outbuilding.  
circle one

Knowingly furnishing false information is an offense under the university's Student Conduct Code with sanctions as serious as expulsion from the university. I have read all "Terms and Conditions of Occupancy," and I certify that I meet all housing eligibility requirements. I hereby agree to be bound by and to comply with the "Terms and Conditions of Occupancy" and check-in/checkout record.

\_\_\_\_\_  
Signature of Student/Resident UOID for Student/Resident

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ year.  
day month year



Michael Griffel, Director of University Housing

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1595 15th Avenue, Walton Complex,  
University of Oregon  
Postal Address: 1220 University of Oregon,  
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FAMILY HOUSING AND UNIVERSITY  
APARTMENTS AREA DESK  
541-346-5263  
Spencer View Apartment Complex  
2250 Patterson Street  
Eugene, OR 97405  
housing.uoregon.edu

Original	Renewal	Change of Household
Transfer of Rental Agreement	Unit Change	Separate Check-in

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