

RESIDENCE HALL CONTRACT AND COMMUNITY EXPECTATIONS

UNIVERSITY HOUSING SUMMER 2017

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND UNIVERSITY OF OREGON.

In compliance with state and federal law, the University of Oregon 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.

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 the University of Oregon's Title IX Coordinator Darci Heroy, at 541-346-8136 and titleixcoordinator@uoregon.edu, located at 1098 E. 13th Avenue, Eugene, OR 97403. All other questions regarding prohibited discrimination may be directed to the Office of Affirmative Action and Equal Opportunity at: (541) 346-3123. All questions regarding Title IX or other forms of prohibited discrimination may also be directed to the U.S. Department of Education, Western Region, Office for Civil Rights, at 206-607-1600 and ocr.seattle@ed.gov.

Applicants with qualifying disabilities have the right to request reasonable accommodations or modifications to this contract. Requests can be made by contacting Accessible Education Services at (541) 346-1155, or by email at uoaec@uoregon.edu. The office is located at 164 Oregon Hall and welcomes appointments from students.

PARTIES:

The University of Oregon (the "University");

And

_____ ("Resident")

(Please print name)

Hereby agree as follows:

AGREEMENT:

1. RESIDENCE HALL HOUSING ASSIGNMENT

1.1 Agreement: This contract is for a space in a University Residence Hall and not for any specific room or bed. This contract is not a lease agreement. The University and those acting on its behalf or at its request may, when warranted, remove any person from the Residence Halls without resort to the procedures set forth in ORS 105.105 through 105.168. To the extent applicable, Resident expressly, voluntarily, and knowingly waives those procedures. This contract may not be assigned, subleased or transferred without the express written consent of the University.

1.2 Room assignments: Subject to the provisions of this agreement, the University agrees to provide Resident with space in a Residence Hall. The University will attempt to accommodate Resident's space preferences; however, the University does not guarantee assignment to a particular building, transfer, type of accommodation, specific roommate, or single room. The

University reserves the right to assign smokers together due to the potential allergies or sensitivities that can exist on smoker's clothing and belongings. Unless approved under Section 1.3, Resident agrees to stay in the room that Resident is assigned. Failure to stay in the room assigned may result in a \$50 fee and/or student conduct charges. University Housing and its complexes are fully furnished. Housing does not provide or supply equipment such as air conditioning units, fans or heaters as the complexes have central air systems for the community spaces and resident rooms.

1.3 Room changes:

1.3.1 Resident requested room change. Resident may request a room change and changes will be made on a priority and space available basis. Upon notification that a room change is approved, Resident agrees to complete the change within 48 hours. Other than the first room change, a \$10 administrative charge will be assessed to the Resident's university account for every completed room change. Residents who receive an approved room change and have not transferred into the new room on or before the deadline will be charged a \$35 late checkout fee. Residents who leave for break without transferring out of their old room into their new room assignment will be charged a \$100 holdover fee.

1.3.2 University initiated room change. The University may change Resident's room assignment if (1) it determines that such a change is in the best interest of the University (this includes, but is not limited to, changes based on administrative need such as campus projects, and/or facility repairs), (2) it is necessary in order to comply with any sanction or interim measure (3) it is necessary in order to comply with an emergency action imposed by the Student Conduct Office or (4) the Resident poses a health and safety risk to Resident or other campus community members. If the University changes Resident's room assignment or houses Resident off-campus as a result of Resident's actions, the University has the right to charge any fees associated with the change to Resident.

1.4 Temporary assignment: Late applicants may be assigned a temporary space. Furnishings may vary for facilities that are used temporarily to accommodate increased demand for housing. When a different room becomes available, Residents agree to complete the room transfer within 48 hours of notification. Residents assigned a temporary space will be charged the double room and board rate with their requested meal plan. Temporary assignments may also be made in the case of an emergency.

1.5 Double Room Vacancies: If a vacancy occurs in a double room, one or more of the following may occur: (1) Resident may be required to change rooms; (2) Resident may be given the option to remain in the room and pay the single room rate; or (3) Resident may be allowed to stay in the double room and pay the double room rate as they will be assigned a roommate at any given time by Housing. If this occurs, Resident must keep Resident's personal belongings on one side of the room. The University has the discretion to exercise any of these options.

1.6 Single Room Vacancies: Single rooms are assigned on a priority basis according to the date of Check-In and availability. If Resident wants to move from a single room to a double room, Resident is responsible for requesting a Room Change and will be assigned with a current resident. The single room rate will apply until a reassignment to a double room occurs.

1.7 Eligibility: Enrollment. In order to be eligible for summer housing, Resident must be enrolled at the University or in a university-sponsored workshop or program for a minimum of one credit-hour. However, Residents are eligible to live in the Residence Halls without taking classes from June 19, 2017 to June 23, 2017, if they are a 2016-17 academic year resident and are registered for summer classes that begin no later than the week of June 26, 2017. Residents are also eligible to live in the Residence Halls without taking classes from August 18, 2017 to September 8, 2017, if they took a minimum of an eight-week summer class and have a signed 2017-18 contract to live in University Housing Residence Halls. Early arrival rates will apply September 9 – 21, 2017.

1.8 Contract Term: Except as provided for in Section 8, Resident understands that the term of this Contract ("Contract Term") is from the date of Check-In through checkout (Check-In and checkout are defined in Section 5. In no event, however, will the Contract Term go past September 8, 2017. Resident understands that unless formally released from this contract by

the appropriate housing office, Resident is responsible for the room rental charges for the entire term of this contract.

2. ROOM CHARGE, MEAL PLAN AND REFUND POLICY

Charges: Summer room and board rates and meal plan rates are listed on the below table. Resident expressly agrees to pay the rates provided for in the table for the Contract Term. Resident also agrees that the University has the right to modify charges under this Contract if cost expectations on which charges are based substantially exceed present estimates.

2.1 Payment Due Dates: Residents staying for less than eight weeks must make payment in full on the first business day after they check-in to the Residence Hall, as defined by Section 4.1. Residents staying eight weeks or more may elect to pay in two equal installments: half due on the first business day after Check-In and the other half by July 21, 2017. Electronic payments can be made by logging into Duckweb, selecting student menu, then selecting QuikPAY® Student Account. Payments can also be made either by mail or at the Cashier's Office with cash, check, traveler's check, or money order. All financial transactions are handled by, and charges are payable at or through the university's Office of Business Affairs. Any amount unpaid ten days after the due date shall be collected in accordance with the University of Oregon's revolving charge account program (UO policy, former OAR 571-060-0040) The terms of the Revolving Charge Account (RCA) Agreement are expressly incorporated into this agreement. For more information regarding the RCA agreement, please go to <https://ba.uoregon.edu/content/faqs-student-billing-account>. By accepting the terms of this agreement, Resident agrees to be bound by the terms of the RCA agreement, which includes terms stating that outstanding charges are subject to a 9% interest rate per annum beginning on the eleventh day and a \$6 per month overdue billing charge. Residents that have claimed their Duck ID will not receive hardcopy bills through the mail; they will only receive e-bill notifications at their UO email address. All charges and credits will be applied to the Resident's university account. Remaining credits will be refunded to the Resident in approximately one to two months or upon request to the Office of Business Affairs. Residents have the right to appeal charges made to their accounts.

2.2 Meal Plan. Meal plans begin each Sunday and end each Saturday. Meal points do not Rollover during summer session and any unused meal points will be forfeited before the new cycle begins. Meal points are prorated during the weeks of Check-in and Check-out. Meal plans can be added or canceled at any time. Resident may use their points to purchase dining access to for a guest. Residents must accompany their guest in the dining centers. University Housing reserves the right to limit guest access. (See "Institution and Residence Hall Regulations" section 4.2, "Guests.") A UO ID Card or university program card is required for access to University Housing dining venues. Meals may not be shared or transferred. Residents who lend their UO ID Card or university program card will be fined \$25 in addition to being charged for each unauthorized entry. Residents are required to notify University Housing immediately upon the issuance of a UO ID Card that bears a new student identification number. Shoes and shirts must be worn in all dining areas. No food, dishes, or utensils shall be taken from the dining venues. Residents will be fined \$25 for each incident. Disorderly conduct is not permitted and may result in disciplinary action under the university's Student Conduct Code, applicable financial penalties, and/or removal from the Residence Halls.

3 SUMMER 2017 ROOM AND BOARD RATES

STANDARD HALLS	Room Only		Room & Board* with Standard Meal Plan		Room & Board** with Deluxe Meal Plan	
	Double Occupancy	Single Occupancy	Double Occupancy	Single Occupancy	Double Occupancy	Single Occupancy
5 nights [^]	\$130	\$165	NA	NA	NA	NA
1 week	\$175	\$224	\$333	\$382	\$366	\$415
2 weeks	\$336	\$434	\$652	\$750	\$718	\$816
3 weeks	\$483	\$630	\$957	\$1,104	\$1,056	\$1,203
4 weeks	\$616	\$812	\$1,248	\$1,444	\$1,380	\$1,576
5 weeks	\$735	\$980	\$1,525	\$1,770	\$1,690	\$1,935
6 weeks	\$840	\$1,134	\$1,788	\$2,082	\$1,986	\$2,280
7 weeks	\$931	\$1,323	\$2,037	\$2,429	\$2,268	\$2,660
8 weeks	\$1,008	\$1,512	\$2,272	\$2,776	\$2,536	\$3,040
9 weeks	\$1,134	\$1,701	\$2,556	\$3,123	\$2,853	\$3,420
10 weeks	\$1,260	\$1,890	\$2,840	\$3,470	\$3,170	\$3,800
11 weeks	\$1,386	\$2,079	\$3,124	\$3,817	\$3,487	\$4,180
12 weeks	\$1,512	\$2,268	\$3,408	\$4,164	\$3,804	\$4,560
13 weeks	\$1,638	\$2,457	\$3,692	\$4,511	\$4,121	\$4,940

*Standard meal plan is 70 points per week

** Deluxe meal plan is 85 points per week

[^] Rates for fewer than five nights are prorated based on the five-night rate

4 INSTITUTION AND RESIDENCE HALL REGULATIONS

4.1 Enforcement. Resident agrees to abide by all Residence Hall Regulations, as outlined in Section 4.1 and to conform Resident's conduct to the expectations set forth in the Student Conduct Code and any associated Student Conduct Code procedures, all available at: <https://studentlife.uoregon.edu/conduct>. Resident understands that failure to do so may result in disciplinary action in accordance with the Student Conduct Code and/or modifications or termination of this agreement. A \$25 administrative conduct hearing fee will be assessed to any student who is found responsible for violating the Student Conduct Code and/or Residence Hall Regulations.

4.1 Residence Hall Regulations. Resident Hall Regulations Prohibit:

- 4.1.1 Residents under the age of 21 from consuming or possessing alcohol.
- 4.1.2 All residents from possessing, consuming or furnishing alcoholic beverages in public areas and in all areas of Wellness and Substance-Free Halls (including Resident's rooms.)
- 4.1.3 Displaying alcoholic beverage containers.
- 4.1.4 Possession of rapid-consumption devices, beer bong, ice luge, etc.
- 4.1.5 Group drinking activities, this includes but is not limited to, beer pong, (including water pong) and flip cup.
- 4.1.6 Illegal use, possession or the furnishing of controlled substances. Marijuana is not permitted on University property by anyone of any age at any time. This includes medical marijuana by those with Oregon Medical Marijuana cards.
- 4.1.7 Illegal activity.
- 4.1.8 Possession or use of drug paraphernalia. Drug paraphernalia includes "bongs," pipes, vaporizers, and other devices that may be used to facilitate the consumption of illegal drugs. Any drug paraphernalia found will be confiscated.
- 4.1.9 Intoxication by alcohol or any controlled substance in the Residence Halls.

- 4.1.10** Consuming alcohol in the presences of minors. The only exception is when the minor's roommate is at least 21 years of age and consuming in their shared room.
- 4.1.11** Commercial solicitation, advertising, promotion, and commercial transactions in all areas. 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. There is to be no solicitation on University Housing property (including dining venues) by non-University Housing groups without the express, written, permission of University Housing.
- 4.1.12** Disruptive or loud noise. Minimum quiet hours are Sunday through Thursday, 11:00 p.m. to 10:00 a.m., and Friday and Saturday, midnight to 10:00 a.m. The right to sleep and study supersedes the right to make noise. Staff may enter a Resident's room (if the Resident is not present) to eliminate disruptive noise.
- 4.1.13** Possession, use, or threatened use of firearms (including, but not limited to, BB guns, air guns, any projectile weapon, water guns, water balloon launchers, Nerf 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.
- 4.1.14** Possession of the following items: 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 (i.e. switch blade); Any "combat knife" (i.e. KA- BAR, bayonet, machete, dirk, dagger, and/or hatchets); ceremonial swords.
- 4.1.15** The use of any sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, or Frisbees is prohibited within the Residence Hall and dining hall buildings including porches, hallways, lobbies, stairs, public areas, and posted areas.
- 4.1.16** Use of roofs, sides of buildings, or outside ledges of the buildings. Nothing is to be placed, stored, or exhibited on the outside ledges of the buildings. Windows are to remain in their tracks. No one is allowed to sit on windowsills or extend any part of his or her body outside the windowsills. Removal of any window screen is prohibited. Nothing is to be thrown, dropped, or spilled from the roofs, ledges, or windows. Nothing is to be thrown at windows or through doorways. Residents may not jump from or climb onto inside or outside balconies at Barnhart or Riley halls. Violations of this policy may result in sanctions ranging from a \$50 charge to immediate removal from the Residence Halls.
- 4.1.17** Posting of unapproved signs or erecting antennas or any other objects on the exterior of buildings.
- 4.1.18** Sleeping in lounges and common areas.
- 4.1.19** Possession, displaying or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, butane lighters or fuel, halogen lamps and kerosene lamps is hazardous to the health and safety of Residents and is prohibited inside the Residence Halls. Barbecues must be conducted fifty feet away from every building.
- 4.1.20** Propping open or disabling exterior doors.
- 4.1.21** Letting unauthorized individuals into the Residence Hall.
- 4.1.22** Behavior that requires an inordinate amount of attention from staff members, roommate, or community members.
- 4.1.23** Behavior that endangers your health, safety, or welfare, or the health, safety, or welfare of other residents or campus community members.
- 4.1.24** Behavior that is disruptive.
- 4.1.25** Misuse of Residence Hall keys or key cards.
- 4.1.26** Failing to evacuate during fire drills.
- 4.1.27** Activating false alarms in Residence Halls.
- 4.1.28** Tampering with fire equipment (fire extinguishers, plastic ties securing valves, fire alarm pull stations, smoke detectors, fire hose connections, sprinkler heads, sprinkler pipes, hoses, connections, valves, emergency exit signs, etc.).
- 4.1.29** Use of extension cords, multi-plug adapters, and the chaining together of power strips. When power strips are used, circuit breakers and reset buttons are required.

All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved.

- 4.1.30** Use of microwave ovens, appliances with open heat sources (toaster ovens, bread toaster, etc.), or appliances without thermostat controls.
 - 4.1.31** Removal, modification or defacement of “life safety” stickers.
 - 4.1.32** Violations of the Student Conduct Code.
 - 4.1.33** Smoking on any University-owned or -controlled property, including vape pens and e-cigs.
 - 4.1.34** Lofting, stacking or removal of any freestanding beds.
 - 4.1.35** Waterbeds.
 - 4.1.36** Refrigerators larger than 4.6 cubic feet.
- 4.2 Guests.** Up to six nights per term, Resident may have an overnight guest by obtaining, in advance, written roommate approval, by submitting a Guest Request on the Dash. Guest privileges may be limited. Resident agrees not to have a guest in the Residence Hall who is known to be unwelcome or unapproved to be in the Residence Hall. Residence Hall regulations apply to all guests. Residents are responsible and accountable for the conduct of their guests while on Residence Hall property or immediately adjacent areas, or at Residence Hall-sponsored or -supervised activities. This is true when guests are there by the Resident’s explicit invitation and also when the guests are present with the Resident’s permission.
- 4.3 Animals.** Except as provided by OAR 571-050-0025 and other applicable laws, animals are not allowed in University residential buildings. 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 in the University’s buildings. Student with disabilities who may require an exception to this policy should contact Accessible Education Center.

5 RESPONSIBILITY FOR DAMAGE AND LOSS

- 5.1 Check-In.** For purposes of this agreement, Check-In means the process of picking up room keys (“Check-In”). Unless this agreement has been previously executed, Check-In establishes Resident’s acceptance of this agreement, including the terms of payment outlined above. Further, Check-In constitutes acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room and contents at the termination of occupancy.
- 5.2 Liability for property damage.** Resident agrees to reasonably care for Resident’s room and its furnishings and to maintain sanitary and safe conditions acceptable to the University. Resident agrees to remove Resident’s trash and recycling to a centralized trash or recycling collection area in Resident’s hall. Resident shall be liable for damage or other loss incurred to the building, room, furniture and equipment that is not the result of ordinary wear and tear caused by the Resident or the Resident’s guests. Resident understands that damage within the Resident rooms is the responsibility of the Residents assigned and that damages that occur to public areas (e.g. restrooms, lounges, study rooms, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the Residents of the living area where those damages occur. Resident agrees to pay such damages to the University upon demand.
- 5.3 Checkout.** Resident must check out in accordance with checkout procedures for being inventoried out by a staff member and relinquishing any keys or access cards (“Checkout”). Failure to do so may result in a financial penalty plus the charge for a lock change if the key is not returned on time. Upon Checkout, Resident must return all loft beds to the lowest height adjustment and return Resident’s room to its original configuration. Any personal property left behind by Resident after Checkout is deemed abandoned and the University may dispose of it.
- 5.4 Liability for Resident’s personal property.** Resident understands that Resident is responsible for the care and safety of Resident’s personal property and that the University will not be responsible for the loss of any money, valuables or other personal property, by theft, fire, or other casualty, whether such losses occur in Resident rooms, storage rooms, public areas,

elsewhere in the hall, or in baggage related to shipment or storage. Resident understands that Resident is encouraged to carry personal property insurance.

5.5 Security. Resident understands that it is Resident's responsibility to secure Resident's room and Resident's personal belongings.

6 UNIVERSITY ACCESS; SEARCH AND ENTRY; KEYS

6.1 Access. Resident agrees to permit officials of the University to inspect Resident's room for purposes of inventory, fire protection, sanitation, safety, maintenance, administrative need and rule enforcement (including, but not limited to, enforcement of Residence Hall Regulations, the Student Conduct Code, and this agreement).

6.2 Keys. All Residence Halls and key cards remain the property of the University and must not be duplicated, loaned to a third party, transferred, or otherwise given to any other third party. This means that Resident is not allowed to throw Resident's keys out of Resident's windows. Lost or stolen keys should be immediately reported to the Housing Service Center or Conference Ambassador. All assigned keys must be returned at checkout or removal from the Residence Halls, whichever occurs first. Fees will be assessed to the Resident's account for unreturned keys or key cards. Residents who are locked out of their rooms can check out temporary keys or key cards at their Housing Service Center or by a Conference Ambassador.

7 FIRE SAFETY

7.1 Fire Drills. Resident agrees to participate in periodic fire drills and to review the emergency building evacuation plan posted on every floor. Every alarm must be treated as an emergency and all persons must evacuate the building immediately. University Housing will pay a \$100 reward for information leading to the persons responsible for tampering with fire equipment, activating false alarms, malicious burning, and possession or lighting of fireworks within University Housing property.

7.2 Fire Inspection. Resident agrees not to take any action or to bring any personal property into a Residence Hall that constitutes a fire hazard. Fire hazards include, but are not limited to: candles, with or without a wick, burning of any object, including, but not limited to, incense or sage, smoking of any type within the buildings (including vaporizer pens, e-cigarettes and hookahs), hanging drapes over interior entries that block natural exit pathways; placing objects within six inches of a room heater, electric cooking grills, hanging items over the sprinkler pipes or fire alarms. Flammable materials on the ceiling, covering ceiling lights or other lamps with any material, hanging anything from the ceiling; excessive amounts of combustible materials on exterior room doors; multi-plug adaptors; extension cords. Couches and furniture without flame retardant upholstery. Fire and life safety inspections will be conducted periodically for fire hazards. Spot inspections will also occur. Resident agrees to provide the University with access for such inspections. A \$50 fine per violation will be imposed for not abiding by the received citation or verbal instructions of the inspector or university staff regarding the correction of fire hazards.

Failure to Comply with Fire Safety Regulations. A fine of up to \$150 and/or immediate eviction will be imposed for any of the following: smoking within a housing facility (including use of vaporizer pens, e-cigarettes, or hookahs), failure to evacuate, activating false alarms in Residence Halls, propping open fire doors, creating a fire hazard, malicious burning, or tampering with fire equipment (fire extinguishers, plastic ties securing valves, fire alarm pull stations, smoke detectors, fire hose connections, sprinkler heads, sprinkler pipes, hoses, connections, valves, emergency exit signs, etc.).

8 TERMINATION OF CONTRACT/DEFAULT

8.1 Termination/Modification. Resident agrees that the University may terminate or modify this Contract for: (1) non-payment; (2) breach of this agreement; (3) violation of the Student Conduct Code; (4) violation of the Residence Hall Regulations; (5) failure to meet the eligibility

requirements stated in Section 1.7; and (6) good cause, as determined by the University. Prior to termination, the University shall give the Resident at least three days' notice of its intent to terminate ("Termination Notice") the agreement. The Termination Notice will state the basis for termination and the termination date ("Termination Date"). The Student may contest the Termination Notice by responding to it with the reasons why termination is not appropriate and/or may request a hearing. The Student's response must be received prior to the Termination Date. In reply to the Student's response, the University may revoke its Termination Notice, set a hearing date or respond to the Student's letter. If the University revokes the Termination Notice, the Resident shall be treated as if the notice was never sent. If the University sets a hearing date, it will send out a notice stating the hearing date and explaining the underlying process. At the hearing, the University may exercise any of its rights under the contract, including modifying or terminating the contract. If the University replies to the Student's response confirming that it intends to terminate the contract or if the Student does not respond to the Termination Notice, the contract will terminate on the Termination Date and the University shall be entitled to possession of the Resident's assigned room. Any personal property left behind by the Resident after the Termination Date shall be deemed abandoned and the University shall be entitled to dispose of it in any manner. Notwithstanding the foregoing, if Resident poses a health or safety risk to himself/herself or others or if it is necessary in order to comply with emergency actions or sanctions issued by the university, the University may immediately terminate this agreement and take possession of Resident's assigned room.

8.2 Effect of Default. Resident is in default if Resident fails to pay as required under Section 2 and/or breaches any other term of this agreement. In addition to those remedies outlined in Section 8.1, upon default, Resident may not be able to register for future course work in the University, or to receive transcripts, diploma, or degree.

9 BICYCLES

Bicycles kept on university property must be registered with the UO Police Department. Each resident is restricted to the use of one bicycle-rack space. Bicycles must be parked in bike rack/cage.

10 MAIL AND E-MAIL

10.1 Mailbox. Each resident will be assigned a Residence Hall mailbox. All mail received through University Housing will be placed in the Resident's assigned mailbox. Residents are required to check their mailboxes daily during the academic term as this will be one of the ways University Housing communicates with Residents. Mail service and forwarding may be interrupted or suspended during Interim Breaks. Residence Hall mail service is an extension of the U.S. Postal Service and, therefore, follows federal guidelines including prohibition of mail fraud. Violations of U.S. postal regulations will be turned over to the U.S. Postal Service, and the Resident will also be subject to university disciplinary procedures.

10.2 E-mail. Residents will be assigned a university e-mail account, which is where official university information will be sent. Residents are required to check their e-mail accounts daily during the academic term and to notify the Office of the Registrar at (541)346-2935 of e-mail account changes.

11 GENERAL PROVISIONS

11.1 Exceptions to Contract Terms. Amendments to the Contract may be requested in writing and by petition only. Petition forms are available online at housing.uoregon.edu/dash. Verbal and/or pending requests do not constitute a change in the conditions of the Contract. Petitions are reviewed on an individual basis based on personal circumstances. Amendments granted to one provision of this Contract shall be done in writing and shall not be construed as waivers of any other provisions. The final determination on such petitions is at the discretion of University Housing. Except as provided for in this agreement, no other amendments or modifications to this Contract are allowed.

- 11.2 Emergencies/Disruptions.** In the case of an emergency, the University is not responsible for the continuation of food, mail, custodial, linen, heating, maintenance, or security service at normal levels. An emergency includes, but is not limited to, the occurrence of a natural disaster, strike, or lockout of public employees or suppliers' employees, power/water/sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of University. The University is not responsible for construction noise or disruptions associated with construction sites adjacent to the Residence Hall.
- 11.3 Applicable Law.** This contract is governed by and shall be construed in accordance with the laws in the State of Oregon, without resort to any other jurisdiction's conflict of laws, rules or doctrines. Any claim, action, or suit between the University and Resident that rises out of or relates to this Contract shall be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon. Resident knowingly and expressly consents to the jurisdiction of the State and Federal Courts located in Lane County, Oregon.
- 11.4 Severability.** The invalidity, illegality, or enforceability of any provision of this Contract shall not affect the validity, legality, or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.
- 11.5 Disclaimer and Dispute Resolution Provisions.** In no event, including negligence or strict liability, shall the University be liable for: (1) damages that exceed the amount paid by Resident under this contract; or (2) incidental, consequential, or indirect damages. In the event the University is required to hire an attorney to enforce any provision of this Agreement, the University shall be entitled to its attorney fees. These fees include, but are not limited to, fees incurred on appeal, expert fees, and deposition transcript fees.
- 11.6 Asbestos Disclosure.** Asbestos is present in small amounts in the sheetrock wall coatings at Barnhart Hall. Asbestos has been identified as a potential health concern if is not properly managed and maintained. Therefore, Residents who reside in Barnhart Hall agree not to install nails or screws, sand or grind the walls, use double-sided tape on the walls and ceilings. Failure to abide by these prohibitions may cause the release of dust that may contain asbestos. Maintaining the walls in the condition they are in at Check-In will ensure safety. Questions about lead, asbestos, or any potentially hazardous substances may be directed to University Housing.
- 11.7 Lead Disclosure.** The University of Oregon manages a voluntary drinking water monitoring for campus buildings, including residence halls. The university regularly tests water fixtures commonly used for drinking and cooking, such as drinking fountains and dispensers, and sink faucets in bathrooms, break rooms, and kitchen prep areas. When levels of lead from these fixtures exceed EPA-recommended levels for schools and childcare facilities, the university removes those fixtures from use, provides residents alternative water sources, and makes repairs until tests are below EPA-recommended levels. Residents will be notified throughout this process. More information is available on the university's drinking water monitoring program. <https://safety.uoregon.edu/drinking-water-monitoring>

RESIDENCE HALL CONTRACT SIGNATURE

2017 SUMMER HOUSING



Please submit last two pages to University Housing by mailing, emailing or faxing

University Housing
Attention: Residence Hall Assignments
1220 University of Oregon
Eugene, OR 97403

E-Mail: housing@uoregon.edu
Fax: 541-346-4591

If you are under the age of 18 at the time of signing your Residence Hall Contract for the 2017 Summer Housing Contract online you are required to submit a contract signature form that includes a parent or legal guardian signature. Your application will not be complete until the Contract Signature Page has been received. A PDF version of the contract is available online housing.uoregon.edu/rh-contract or can be requested by contacting **University Housing** at 541-346-4277 or housing@uoregon.edu.

Student Information (Please Print or Type)

Name:	UO ID:
Daytime or Cell Phone:	E-Mail Address:
Mailing Address:	

Parent or Guardian Information (Please Print or Type)

Name:	
Daytime or Cell Phone:	E-Mail Address:
Mailing Address:	

As stated in the Summer Residence Hall Contract, I agree that there will be no modification of this Contract without the written consent of University Housing. As described in Section 11.1 of the contract. As stated in that provision, any request for modification of this Contract (i.e. cancellation of Contract prior to assigned date of entry, termination of Contract on or after assigned date of entry, meal plan change, room change, etc.) must be requested in writing and be made by petition. Verbal and/or pending requests do not constitute a change in the conditions of the Contract.

I acknowledge receipt and review of the 2017 Summer Residence Hall Contract and agree to the terms set forth in the contract. I understand that a PDF of the 2017 Summer Residence Hall Contract is also made available to me online at housing.uoregon.edu/rh-contract.

By my signature hereon, I certify that I have read this University Housing 2017 Summer Housing and agree to abide by the contract in its entirety.

Signature of Student/Resident

Date

Parent or Legal Guardian Signature

Date

required for residents under the age of 18 at the time of signing the contract

Michael Griffel