2015-2016
PORTLAND STATE UNIVERSITY HOUSING CONTRACT TERMS & CONDITIONS

1) Term of Contract: This Contract is binding upon signature (for paper Contracts) or upon online payment of $200 Contract fees (for online Contracts). All Contracts are for the academic year and begin at Fall move-in (Saturday, September 19th 2015 for Broadway, Ondine and Epler, Sunday, September 20th 2015 for all other buildings) and terminate at Spring move-out on June 11, 2016. Contracts begin on August 30, 2015 for residents in room during Summer 2015. Failure to officially check-in (section 12 and 13 below) does not release Resident from the financial obligations of this Contract.

2) Definitions: For purposes of this Contract, the terms below have the following meanings:
   a) University Housing: All Buildings, offices, staff, and equipment related to Housing at Portland State University.
   b) UHRL: The University Housing and Residence Life Office. See footer for contact information.
   c) Resident: Prospective housing resident (Contract received) or current housing resident (in room).
   d) Email: Portland State University provided email address (@pdx.edu).
   e) Building: University owned or managed residence hall or apartment complex.
   f) Unit: All rooms in University Housing.
   g) Space: A portion of the assigned Unit or shared Unit in University Housing.
   h) Unfurnished Units: Units that come with no furniture. UHRL does not assign roommates to unfurnished units.
   i) Furnished Units: Units that come with a bed, desk, dresser, and chair.
   j) Check-in: Check-in is the process of obtaining keys from the Montgomery Service Desk or other designated check in location, and applies whether or not a student is physically occupying the assigned Space.
   k) Check-out: Check-out refers to the return of keys to the Montgomery Service Desk or other designated check out location. Proper procedures can be found in the University Housing Handbook.
   l) Living Learning Communities (LLC): Includes the First Year Experience (FYE) programs in Broadway or Ondine and the Urban Honors Program in Stephen Epler.
   m) First Year Experience (FYE): A program and contract type for new, first year college students who are age 19 or younger and have less than 32 college credits by the term move in date.
   n) Early Registration: The process for individuals to sign a Contract for University Housing before they are formally admitted to Portland State University.
   o) Academic Quarter: Defined by the University, and refer to the times in which classes begin and end. Fall Quarter, Winter Quarter, etc.
   p) Contract Term: Refers to the duration of the entire Contract.
   q) Academic Week: Starting with the first day of classes, the academic week spans Monday through Friday. Each quarter contains 10 academic weeks plus finals week.

3) Processing Fee and Advance Payment: This Contract requires payment of the following fees:
   i. $50 non-refundable Contract Processing Fee
   ii. $150 Advance Payment.

The $150 advance payment will be refunded at the completion of the Contract during Spring term. Prior to check-in, the advance payment will only be refunded if Resident provides written notice of Contract cancellation prior to, or by the deadline given in the first assignment notification. Refunds will be assessed to the student’s account.

4) Felony Documentation & Background Checks:
   a) University Housing and Residence Life requires all prospective residents with a felony to disclose information regarding their conviction and submit a background check. Students are required to submit the Resident Felony Background Check form as well as submit a detailed summary of the offense(s) from an appropriate judicial or corrections official, including copies of police reports, sentencing reports or other evidence satisfactory to the Director of Housing & Residence Life. The
resident’s contract will be reviewed and Housing will notify resident in writing of the decision regarding the housing request. Failure to disclose an incident may result in revocation of the University Housing contract.

b) University will reasonably respect the privacy of the Resident, but reserves the right to perform a background check for any reason.

5) Rates, Billing and Payment:
   a) Charges for each term (Housing and Meal Plans) are billed before the beginning of the academic quarter on Resident’s student account, and are subject to all University Account policies, including the PSU Payment Plan.
   b) Resident must pay the applicable rate for the Space or Unit to which the Resident is assigned. Rates are available online at www.pdx.edu/Housing.
   c) Room and board rates are established by Portland State University; University reserves the right to make adjustments to the room rate, any time during the Contract Term. Any adjustment to the room rates will be communicated in writing to Resident through their email address.
   d) Billing Prorates:
      i. For the purposes of calculating nightly prorated Housing charges and buyout fees, each academic quarter in the academic year (Fall, Winter, and Spring) is calculated as 77 nights.
      ii. First Week Rule: Residents who check-in to University Housing during the first academic week of any academic quarter will be responsible for the entire length of the Contract Term of their Housing and applicable meal plan charges. Room assignments and check-ins that occur after the first academic week will be assessed prorated Housing and Meal Plan charges depending on the number of days in room.
      iii. Breaks between Quarters: If Resident lives in University Housing continuously from one academic quarter through the next, any break between quarters will not incur charges. Resident will be assessed daily, prorated Housing charges for breaks between quarters if Resident moves in during the last two weeks of an academic quarter or doesn’t stay continuously from one academic quarter to the next.
   e) Charge Appeals and Petitions:
      i. Resident has the right to appeal and dispute Housing charges, or charges for cleaning and damage if Resident believes such charges or fees are incorrect. Any claim of an improperly assessed charge or fee must be made in writing to UHRL within 90 days following the date of the charge, and documentation is required.
      ii. Petition decisions may be appealed by submitting a written appeal to UHRL within 7 days of the petition decision.

6) Meal Plans: All FYE students, including those in the Urban Honors Community, are required to have a meal plan. Housing will prorate meal plans based on move-in date and the dates listed in Section 5d.

7) Assignment Process:
   a) This Contract is for a Space in University Housing, and not a specific Building or Unit. UHRL will attempt to accommodate Unit, Building, and roommate preferences when possible, but does not guarantee an assignment based on such preferences.
   b) Resident will be assigned to Housing based occupancy needs, structural capacity and the date UHRL receives a signed and completed Contract and the following considerations.
      i. LLC requirement: New, first year college students who are age 19 or younger by the term move in date and have less than 32 college credits are only eligible to live in Buildings with First Year Experience (FYE) programs.
         ▪ Those first year students admitted to the Urban Honors Program may be eligible to be in the Urban Honors Living Learning Community when available.
New, first year college students age 20 or older on the move in date or under the age of 19 with a minimum of 32 credits, may request to live in Upperclassmen and Transfer Housing Units or Spaces. Copies of college transcripts will be required for those under age 20 who wish to opt out of FYE Housing. The deadline to submit documentation to opt out is August 1, 2015.

Once an FYE or Honors Contract has begun, the resident must reside in a LLC community for the entire academic year.

c) **Email confirmation of Space and Unit**: A response (through Housing Portal or email) to the assignment notice email is required by the response deadline outlined in the assignment notice or Contract will be cancelled and the advance payment forfeited. UHRL uses email as the preferred, primary method of communication regarding Housing Contract matters. UHRL is not responsible for email messages that are not read or received by Resident.

d) UHRL reserves the right to reassign Resident to different Space or to another Unit at any time during the Contract Term. Examples of circumstances justifying reassignment include, but are not limited to: consolidating vacant spaces to increase building occupancy, conserving energy, protecting the welfare of Residents, closing part or all of a Building, Summer Conferencing needs, ADA related needs, or other economic or safety reasons.

e) A Resident may request a room transfer after the 2nd academic week of classes in Fall and Winter Quarters. Room transfer requests are available on a first-come first-serve basis pending availability. Residents are provided one free transfer request each Academic Year. Residents may be charged a $100 transfer fee for each transfer request that exceeds one per Academic Year.

f) **Double Room Vacancies**:

i. If a vacancy occurs in a furnished Unit billed as a double, UHRL may assign another Resident to fill the vacancy or reassign the current Resident for room consolidation purposes. Resident may elect (subject to UHRL approval) to treat the Unit as a single Space and to pay Housing charges for the Unit at the single rate. Charges at the single rate will begin from the date the room is confirmed assingle occupancy.

ii. If Resident in a furnished unit has a vacant space in the unit, Resident must make half of all furnishings and space available for a new Resident to move in at any time.

iii. If a vacancy occurs in an unfurnished unit billed as a double the room will automatically become a single, and the Resident will begin paying the single rate effective the date of the vacancy.

iv. A $100 Consolidation Fee may be collected if the Resident and/or room is not prepared for an additional occupant to move in to a furnished double unit. Creating or maintaining an unwelcoming, hostile or intimidating environment with the intent to discourage or drive out a roommate will be considered a conduct violation, subject to responsibility for the full single rate of the Unit from the date the vacancy was created, and/or Contract cancellation by University for disciplinary violations.

g) University will provide reasonable accommodations for students with a disability if appropriate documentation supporting the need for accommodations is provided to the PSU Disability Resource Center: drc@pdx.edu or 503-725-4150.

8) **Contract Reactivation**: Students who have a cancelled contract and wish to have a new Contract, may be provided the option to reactivate the Contract. Contract reactivations will result in a $50 reactivation fee which is billed to the student account.

a) Reactivation fees will be applied in the following instances:

i. Resident cancels the Contract and later wishes to have a Contract.

ii. Resident does not respond to the assignment notice and later wishes to have a Contract.

iii. Resident declines an assignment for the purposes of receiving a new assignment.
b) If the advance payment was previously refunded, the Resident will be charged the advance payment again to ensure the advance payment is received. Resident may not reactivate for the sole purpose of receiving a refund of the advance payment.

c) The deadline to cancel and reactivate a contract for the purpose of a new assignment is August 1, 2015.

9) Eligibility: Any student admitted to the University is eligible to submit a Contract for University Housing. University may terminate the Contract if Resident is no longer eligible for University Housing and resident will be required to move-out per eligibility move-out deadlines, see section 16a. Resident must report to UHRL immediately following any change in enrollment status that affects Resident’s eligibility.

a) Academic Eligibility: To be eligible to live in University Housing, Resident must be actively enrolled at the University and meet the following enrollment criteria:

i. Undergraduate students must be registered for and complete a minimum of 8 undergraduate or graduate credit hours of coursework per quarter in each of the three consecutive quarters of the academic year (Fall, Winter, Spring).

ii. Graduate students must be registered for and complete a minimum of 4 graduate credit hours of coursework per quarter for each of the three consecutive quarters of the academic year (Fall, Winter, Spring).

iii. Registered students may not cancel their Contract as a result of not meeting the credit requirements. UHRL will cancel Resident’s Contracts who do not meet academic eligibility when necessary to provide Housing for students who meet the eligibility requirements.

iv. International residents who have an approved vacation request with the Office of International Affairs will be able to remain in Housing for that term.

b) Financial Eligibility: If Resident has an outstanding past-due balance over $100 or University Accounts Receivable hold, UHRL may cancel the Housing Contract or restrict or prevent Resident from making room changes or completing a new contract. University reserves the right to deny Housing to any Resident with an outstanding balance or University Accounts Receivable hold. UHRL may cancel a Resident’s Contract if their financial eligibility is not being met and Resident will be required to move-out per eligibility move-out deadlines.

c) Disciplinary Standing: Resident must remain in good disciplinary standing with the University to maintain University Housing eligibility.

d) Academic Standing: If student is placed on academic warning or probation, participating in an academic support program will be required in order to meet eligibility requirements.

10) Co-Admitted PSU Students: UHRL will allow students who are admitted to PSU’s Co-Admission program to live in Housing with the following requirements:

a) Students who submit contracts prior to May 1, 2015, who have Co-Admission status may meet their academic eligibility by enrolling in a minimum of 8 credits at PSU or their affiliate institution.

b) Students who submit contracts after May 1, 2015 must meet the eligibility requirements in section 9 and may not use credits from affiliate institutions to meet the minimum requirements.

11) Family Members & Care Givers:

a) If Resident is sharing the Unit with one or more eligible family member(s), Resident must submit the Family Member Registration Form and/or Domestic Partnership Declaration Form and copies of appropriate documentation demonstrating legal relationship between Resident and family member, prior to occupancy as proof of eligibility. Any changes in family member occupancy must be reported to UHRL within five business days. Failure to notify UHRL of a Resident or family member may result in a policy violation fine and/or disciplinary action.

b) Students living with domestic partners or spouses will be charged the double rate x 2 (double rate per person) as a lump sum to the PSU Resident’s student account.

c) If both family members are PSU students they will both need to submit a Housing Contract and each resident will be charged the double rate individually.
d) If Resident needs a care giver to care for the resident, family member (child) or animal, resident must submit the Care Giver Form and appropriate documentation. Access may be given to care givers, who may only access the building/unit during approved days/time.

12) Check-in and Check-out:
   a) Resident is responsible for following all check-in, Contract cancellation, check-out, and key return procedures as set forth in this Contract and/or the University Housing Handbook. Failure to follow such procedures may result in additional Housing charges and/or fines.
   b) Resident must submit a Contract Cancellation Request with the UHRL Office prior to check-out. Failure to do so may incur a $100 improper checkout charge.
   c) If Resident requests an early check-in or late check-out and is approved, their Contract is extended. In both instances, Residents are held responsible for the Contract for the entire time they are in room and will be charged the prorated nightly rate for the nights in room before or after check-in and check-out.
   d) Resident must complete check-out procedure and return all Housing issued keys upon check-out. Keys must be returned to the Montgomery Service Desk during desk hours or the University Housing and Residence Life Office after hours. Failure to check-out will result in a $100 improper checkout and $80 lock change charges. Resident must follow the check-out procedures outlined in the University Housing Handbook.
   e) Items left in rooms or common areas following a check out, Contract cancellation or Contract termination will be considered Abandoned Items. Abandoned Items will be thrown away, resold, or donated. Residents will be charged for removal of trash and abandoned items at $25 per bag and $250 per piece of furniture.

13) Late Arrivals & No-Shows: University may cancel Resident’s room assignment and Contract if Resident has not completed a check-in for the assigned Space or Unit by the assigned Move In date. To avoid cancellation, Resident must send a request for late arrival to UHRL or contact UHRL to cancel the Contract before the day they are scheduled to check-in. If Resident fails to check-in or fails to submit a written cancellation to UHRL resident will be billed for the full cost of their Housing assignment for that quarter.

14) Cancellation Prior to Check-In: Subject to the provisions set forth below, Resident may cancel this Contract prior to check-in by providing written notice of cancellation to UHRL by the dates specified in the assignment notification.
   a) Advance Payment: Contract cancellations received prior to or within the assignment notification window will receive a refund of the $150 advance payment. Contract cancellations received after the assignment notification window or after accepting their assignment will forfeit the $150 advance payment.
   b) Buy-out Fee: Residents will be released from the Contract and will not be responsible for the charges described below if Resident provides written notice of cancellation to UHRL on or before June 19, 2015. If Resident receives an assignment after June 19, 2015, then Resident will have until the dates specified on the assignment notification to provide written notice of cancellation to UHRL.
      i. Residents enrolled in Fall 2015 courses who provide written notice of cancellation to UHRL received after June 19, 2015 and after the dates specified in the assignment notification, will be subject to the following flat fee buy-out charges:

<table>
<thead>
<tr>
<th>Cancellations between June 20, 2015 – August 31, 2015</th>
<th>$11 a day for one (1) academic quarter = $847</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancellations between September 1, 2015 – September 18, 2015</td>
<td>$11 a day for two (2) academic quarters = $1,694</td>
</tr>
<tr>
<td>Cancellations after September 18, 2015</td>
<td>Full Fall Quarter Charges</td>
</tr>
</tbody>
</table>
ii. Residents not enrolled at the University who provide written notice of cancellation to UHRL received after June 19, 2015 and after the dates specified in assignment notification, will be subject to the following flat fee buyout charges:

<table>
<thead>
<tr>
<th>Cancellations</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 20, 2015 – August 31, 2015</td>
<td>$5.50 a day for one (1) academic quarter = $423</td>
</tr>
<tr>
<td>September 1, 2015 – September 18, 2015</td>
<td>$5.50 a day for two (2) academic quarters = $847</td>
</tr>
<tr>
<td>September 18, 2015</td>
<td>Full Fall Quarter Charges</td>
</tr>
</tbody>
</table>

iii. Cancellation of your admissions or delaying your term of admission with the University will result in your Contract being cancelled and applicable buy-out fees will be charged.

iv. UHRL will check registration records during the 2nd week of the quarter for all Residents who cancel their contract due to non-enrollment/withdrawal and will update the buy-out fee based on enrollment status.

15) Cancellation by Resident after Check-In: Residents agree to reside in a Unit from the date of Check-In through June 12th, 2016. Any Contract cancellation or termination must be accompanied by a completed Contract Cancellation Form to avoid improper cancellation charges. Because University’s actual financial loss for a cancelled or terminated Contract is difficult to determine, any payment obligations required by this Contract are agreed upon as liquidated damages and not as a penalty.

   a) Approved Cancellations: UHRL reserves the right to determine whether a cancellation is approved under this section. After check-in, Resident will be released from the contract for University Graduation, Academic Program Leave, Participation in University Supported Study Abroad, Co-op or Internship Program, or Student teaching outside the greater Portland area.
      i. Resident must cancel by the end of Week 8 of the term and check-out on or before the academic quarter check-out date. Residents who do not cancel by the end of Week 8 will follow the 15c cancellation dates and charges.
      ii. Call to compulsory, active military duty: Resident will be charged daily prorate for nights in room prior to check-out.

   b) Unapproved Cancellations: Residents who cancel their Contract for unapproved reasons, which include continuing to take PSU courses during the current academic year, will be charged, based on the check-out date, according to the following schedule:
      i. Any cancellations and check-outs received prior to or during the first 4 academic weeks of a quarter will be charged the entirety of Housing charges for that quarter. Cancellations must be received by Friday of the 4th week and Resident must vacate the unit by Sunday of the 4th week. Meal plan will remain active for current term.
      ii. Cancellations and check-outs between the 5th -10th academic weeks will be charged the entirety of Housing and Meal Plan charges for that quarter as well as housing charges for the subsequent quarter. For example, Contract cancellations and check-outs for Fall quarter will be charged the entirety of Fall and Winter Housing and Fall Meal Plan charges. The meal plan will remain active for current term.

   c) Withdrawal: Resident must cancel the Contract and check-out by the following Sunday, if Resident completely withdraws from University. Residents who cancel their Contract due to withdrawal, based on the check-out date, will be subject to the following charges:
      i. There are no refunds for cancellations and check-outs for the current term. After the Term Move-In date, students will be charged the entire current term. Term Move-In dates are: Fall Term: September 19, 2015. Winter Term: January 2, 2016. Spring Term: March 26, 2016.
ii. Cancellations and check-outs received during the last 2 academic weeks of an academic term, for the next academic term, will pay a buy-out fee of $212. Resident must check out by the term move out date.

iii. Cancellations and check-outs during Winter Break and Spring Break will pay a buyout fee of $423 and a daily prorate (see section 6d) for the number of nights in room during the break. Resident must check out by the end of the break period.

iv. If Resident withdraws and cancels the Contract, then later registers as a PSU student at any time during the original Contract Term, Resident may be subject to retroactive Housing charges unless the resident reactivates the Contract, accepts their housing assignment, and checks in to unit.

v. Meal Plans can be cancelled if a student moves out of housing, within the first two weeks of a term, excluding fall term. Meal Plans will be refunded in the following refund schedule: 80% refund 1st academic week, 40% 2nd academic week, no refunds starting 3rd academic week of quarter.

d) Other Loss of Eligibility Status: This Contract may be cancelled at any time by the University if Resident fails to meet or loses Contract eligibility status. Residents whose Contracts are cancelled by the University due to eligibility status after check-in, and who complete a Contract cancellation form and proper check-out, will be subject to the refund schedule listed above in section 15c.

16) Contract Cancellation by University:

a) Termination due to Ineligibility: University reserves the right in its sole discretion to remove a Resident from University Housing, and terminate the Contract for any of the reasons listed below. In all such instances, University may take possession of the Unit or Space immediately.
   i. Resident is admitted but fails to register for class, or cancels registration;
   ii. Resident withdraws from University during any Academic Quarter;
   iii. Resident is suspended or expelled from University for disciplinary or academic reasons; or
   iv. Resident fails to meet financial obligations to University.

b) Termination for disciplinary violations or safety/security: University reserves the right to terminate the Contract of any Resident for:
   i. Serious or repeated conduct violations of the University Housing Handbook or the Student Code of Conduct, or the non-monetary terms or conditions of this Contract.
   ii. If University determines that Resident poses a significant danger to themselves, other Residents or guests, or University Housing facilities, University may require that Resident vacate the Unit immediately.
   iii. If Resident’s Contract is terminated for disciplinary violations, Resident will be subject to the charges associated with an Unapproved Cancellation. The Housing Contract charges in these situations are not eligible for a Housing Contract Petition.
   iv. Resident has a right to appeal University’s decision to terminate the Contract as described in the University Housing Handbook and the Student Code of Conduct.

c) University reserves the right to not enter into, and/or terminate, a Housing Contract for anyone who, in the judgment of the University, represents a threat to the health or safety of University students, employees or other University constituents.

17) Housing Contract Petitions: Resident has the right to petition charges associated with Contract cancellation by submitting a Housing Contract Cancellation Petition, in writing, to UHRL. Petitions will not be accepted without supporting documentation. Petition documentation will be reviewed by the Director of UHRL and Resident will be provided written notice of petition decision via email. Petitions must be made in writing to UHRL within 90 days following the last Housing charge date or move out date, whichever is earlier. UHRL reserves the right to cancel or deny any housing petition or appeal for any reason.

a) Contract Cancellation Petition: Medical – Petitions may be approved in cases where significant, unforeseen medical/psychological reasons cannot be accommodated by relocating the Resident within University Housing. Resident must demonstrate from a medical professional how they cannot be
supported in University Housing, and what has changed since the Contract became active. Petition will not be approved based on the existence of a pre-existing or chronic condition.

b) **Contract Cancellation Petition: Financial** – Petitions may be approved in cases where significant, unforeseen and involuntary financial reasons demonstrate Resident is in a state of compelling need. Documentation must be provided to support all possible resources (e.g. parents/guardians, student earning, Federal, State, and University financial assistance, educational loans, etc.) have been utilized and the Resident is still unable to meet Contract costs while remaining at the University. Educational loans are considered a reasonable means to meet the responsibilities of the Housing Contract. Petitions will not be approved based solely on the presence of a more affordable housing option.

c) **Meal Plan Petitions**: UHRL does not determine or allow financial meal plan petitions for the First Year Experience (FYE) program. PSU Dining reviews medical and dietary meal plan petitions.

18) **Keys and Locks**: University will issue keys or card access to Unit and Building doors to Resident and household members listed on the Contract. Resident will be charged a fine, as specified in the University Housing Handbook, for a lock change and new keys if Resident loses or fails to return the originally issued keys upon check-out. The installation and use of unauthorized locks by Resident is prohibited. Resident may not loan any key(s) or building access cards to anyone or make copies of key(s) for any reason.

19) **Guests**: Overnight guests are permitted for a maximum stay of up to 5 consecutive days and no more than 10 days in any quarter. Guests in Units with multiple Residents must have the consent of all Residents residing in the Unit. If a longer stay is desired, written permission from University Housing and Residence Life is required prior to the guest’s visit.

18) **Liability and Damage**: Resident must comply with the following responsibilities including:

a) Not deliberately or negligently removing or destroying any part of the Unit or its furnishings or knowingly permit others to do so.

b) Reporting immediately to UHRL any need for repairs.

c) Assuming liability for damage resulting from action by Resident or confirmed family members or guests and for losses incurred by Resident or confirmed family members or guests.

d) Not painting the interior or exterior of the Unit.

e) Charges for loss or damage of facilities:

i. Resident is financially responsible for all facilities, fixtures and items provided for their use.

ii. Resident may be charged for cleaning of the Unit or Space and for any change in the general condition of University property that is not the result of normal wear and tear.

iii. Charges for loss, damages, excessive cleaning, and lost keys during the Contract Term period will be billed to the Resident’s University account. When more than one Resident occupies the Unit or Space and responsibility cannot be ascertained, any damage charge(s) will be assessed equally among the Residents.

iv. Relative to public and common area damages (such as lounges, recreation rooms, corridors, bathrooms, etc.), loss of equipment, or defacement of any area in common use, where responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided on a prorated basis among the Resident(s) of the Building or floor community.

g) University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the Contract Term.

21) **Furniture**: 

a) Furniture provided by the University may not be transferred from one room to another or exchanged between rooms. University furniture may not be removed or stored elsewhere in the building or off-campus.
b) There may be two sets of furniture in rooms assigned as singles. All sets of assigned furniture must stay in the unit.

22) **Room Entry/Inspection:** University will reasonably respect the privacy of the Resident, but reserves the right to enter Units for any reason. Reasons that University may deem entry necessary include, but are not limited to:
   a) needs to make repairs, perform maintenance, or install facility improvements;
   b) the recovery of University or state-owned property not authorized for use in the Unit or Building;
   c) fire, health and safety, or cleanliness inspections made periodically, including during University break periods;
   d) when there is reliable information that an emergency exists, including, but not limited to fire, water leaks/floods, accidents, sickness, or danger to the health and welfare of any Resident;
   e) when there is reliable information that a University policy is being violated; or
   f) check the condition of the room after one resident checks out of the unit or before a resident checks in to a unit.

23) **Fire, Safety and Sanitation:**
   a) **Inspections.** UHRL will conduct a fire, safety and sanitation inspection of each Unit at least annually and more frequently as determined necessary by University.
   b) **Reporting a Fire.** In the event of a fire in the Unit or the Building, Resident must notify the following parties if it can be done without jeopardizing the safety of the Resident: (1) the Fire Department, 911; and (2) the Campus Public Safety Office, 503-725-4404.
   c) **Fire Extinguishers.** Fire extinguishers must not be removed from their hangers except for fires. Expended extinguishers must be reported to UHRL immediately for replacement.
   d) **Smoke Detectors.** By law, tampering with smoke detectors is prohibited and will subject Resident to financial penalty and disciplinary action. Resident is responsible for periodically testing smoke detectors in the Unit and for reporting defective detectors.
   e) **Prohibited Items.** Use and storage of briquettes, butane, gasoline or gas burning stoves or barbecues within the Unit is prohibited. Combustibles must not be placed within six inches of wall heaters. Portable heaters are prohibited except when issued by UHRL. Explosives, internal combustion engines, weapons, firearms, destructive devices, halogen lamps, individual air conditioners, and waterbeds are not permitted in the Unit. Cooking appliances with an exposed element or open flame are not permitted in Units, except those provided by University. University reserves the right to approve or limit any electrical or other device for safety reasons.
   f) University reserves the right to remove any items not in conformity with its policies.
   g) Smoking is not allowed in any University Building.

24) **Housing Shortage or Emergency:** In the event of a student Housing shortage or a national or regional emergency, University reserves the right to increase the occupancy of a Unit or to assign Resident to another Unit, including temporary Housing.

25) **University Place Hotel Assignment:** Residents assigned to a unit in University Place Hotel through University Housing & Residence Life are University Housing & Residence Life Residents and the terms of the contract must be upheld.

26) **Interruption of Service:** University is not responsible for interruption of services due to an “act of nature,” strike or lockout of public or suppliers’ employees, electric, water, or sewer interruptions from off-campus sources, or other events beyond the control of University.

27) **Annoyance:** University is not responsible for annoyance or disruption resulting from noise created by other Residents, guests or external sources (e.g., private businesses, public services, construction, road noise, or University or community events).

28) **License:** This Contract grants a limited license to Resident to access and make personal Residential use of a Space or Unit in a University Housing Building, together with use of the Unit’s standard installed fixtures and
furnishings, plus shared use of accompanying Building common areas and furnishings, during the Contract Term specified in section 1.

a) This Contract is not a lease, nor does it create or imply any property interest or convey any possessory or tenancy rights in the Building or Unit or in any particular Space. Resident is assigned initially to Space in a specific Unit based on this Contract and availability. University reserves the right to reassign Resident to alternative Space or to another Unit or Building at any time during Contract Term, and to terminate the Contract as provided below.

b) Resident cannot sell, sublease, or assign the Contract or Room Space to anyone. Resident may not solicit roommates on public forums, including Craigslist.

c) **Sole Proprietorship:** Resident will not operate a business either in person or by the Internet to provide goods and services to others. The Unit will be used solely for the purpose of providing Housing to Resident and not for the purposes of running a business.

d) **Enforcement:** This Contract is a binding agreement between Resident and University. Any violation of the Terms and Conditions of this Contract may subject Resident to disciplinary action under the University Housing Handbook or the Student Code of Conduct or both.

### 29) Order of Precedence:

In the event of any conflict between or among the terms contained in any of the following documents, the following order of precedence will prevail:

a) The **Student Code of Conduct** (highest priority)

b) These **Contract Terms and Conditions**

c) The **University Housing Handbook**

d) University’s student admission letter

e) PSU Computer & Network Acceptable Use Policy

### 30) Parties:

This document constitutes a Contract (“Contract”) for Housing between the student (“Resident”) and Portland State University (“University”) or, in the case of Housing in Broadway, between the Resident and Broadway Housing, LLC, for which University acts as agent. This document details forth the terms and conditions under which the Resident may occupy Housing in a University owned or managed Housing facility. This Contract is subject to the availability of space in accordance with University’s determination of priority for providing space at the time this signed Contract is received by University’s Housing and Residence Life Office (“UHRL”).

a) **Parent/Guardian:** If a student is under the age of eighteen (18) at the signature of this Contract, then a parent/guardian must sign this Contract in addition to the Resident. The Contract will be binding for both the parent/guardian and the Resident.

b) **Changes to Contract:** University reserves the right to make changes to the Contract or to Housing room rates and fees, as dictated by OUS, during the Contract Term with 30 days advance notice.

Any questions concerning the provisions of this Contract should be directed only to the University Housing Office. Only the Director of Housing and Residence Life or a designee is authorized to make exceptions to the terms and conditions of the Contract.