

## SUMMER 2012

# PORTLAND STATE UNIVERSITY HOUSING CONTRACT TERMS & CONDITIONS

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- 1) **Term of Contract:** This Contract is binding upon signature. **Failure to officially check-in (as described in section 6 below) does not release Resident from the financial obligations of this Contract.** Residents will be charged the corresponding rate for the entire selected Summer Option. These are the only options available. Residents must choose one of the following **Summer Options** at the time of Contract submission:
- Full Summer: 11-week option (June 23 – September 8, 2012)
  - Summer Session 1 or 2: 4-week option
    - Summer Session 1: June 23 – July 23, 2012
    - Summer Session 2: July 21 – August 18, 2012
- 2) **Definitions:** For purposes of this Contract, the terms below have the following meanings:
- Processing Fee:** This Contract requires payment of a \$50 non-refundable Contract processing fee.
  - Buy-out Fee:** A charge of \$11 per day for the Term of Contract (as described in section 10.d.).
  - Building:** University owned or managed residence hall or apartment complex.
  - Unit:** All rooms in University housing.
  - Space:** A portion of the assigned room or shared room in University housing.
  - By the Unit:** Contracted residents are responsible for the full cost of rooms designated as By the Unit. Resident must specify on the housing Contract other proposed occupants of the Unit, all of whom must be either other eligible PSU students or eligible family members (section 9.d). Occupancy of the Unit will not exceed the occupancy limitations specified in the *University Housing Handbook*.
    - Buildings charged by the Unit: Blackstone, Parkway, and Stratford.
  - By the Space:** Resident is responsible for the published rate based on the occupancy of the Unit. UHO may designate rooms as single or double occupancy based on University housing maintenance, capacity, or programmatic needs.
    - Residents charged By the Space will be held financially responsible for the double rate for each ineligible adult in the Unit, including the Resident and any/all adult family member(s) residing in the Unit. There is no additional charge for dependent, minor children.
    - Buildings charged by the Space: Blumel, Broadway, King Albert, Montgomery, Ondine, Stephen Epler, St. Helens
  - Check-in:** *Check-in* is the process of obtaining keys from the designated *Area Desk*, and applies whether or not a student is physically occupying the assigned Space.
  - Check-out:** *Check-out* refers to the return of keys to the designated *Area Desk*. Proper procedures can be found in the *Housing Handbook*.
  - Reactivation Fee:**
    - Reactivating at any time and for any reason will result in a \$50.00 reactivation fee. This fee is billed in addition to the Processing Fee
    - After reactivating their Contract the Resident is not guaranteed the room from their original housing assignment notification.
    - Resident will be billed for every instance in which a Contract is reactivated. Canceling and reactivating a single Contract multiple times will lead to multiple Reactivation Fees
- 4) **Rates, Billing and Payment:**
- Charges for Summer term housing are billed before the beginning of the term on Resident's University account, and are subject to all University account policies.
  - Resident must pay the applicable rate for the Space or Unit to which the Resident is assigned. Rates are available upon request or online at [www.pdx.edu/housing](http://www.pdx.edu/housing).
  - Room and board rates are established by University and Oregon University System; University reserves the right to make adjustments to the room rate, as dictated by OUS, any time during the Summer contract dates. Any adjustment to the room rates altered by OUS will be communicated to the Resident by e-mail.
  - For the purposes of calculating nightly prorated housing charges for the term is calculated as 75 nights.
  - If Resident lives in University housing continuously from one term through the next, any break between terms will not incur charges. Resident will be assessed daily, prorated housing charges for breaks between terms if Resident moves in during the last two weeks of a term or moves out during the first two weeks of a term.
  - Billing Appeals and Dispute of Charges:** Resident has the right to appeal and dispute housing charges, charges for cleaning and damage, or University's decision to retain the Advance Payment, if Resident believes such charges or fees are improper. Any claim of an improperly assessed charge or fee must be made in writing to UHO within 90 days following the date the charge or fee is imposed and notice is provided to Resident. See the *University Housing Handbook* for procedures regarding charge/fee disputes.
- 5) **Assignment Process:**
- Current Spring term residents signing this Contract are reserving their current space for the Summer Term, excluding residents living on academic year floors (Broadway 3-7, Ondine 3-9, Stephen Epler 5 & 6, and Blumel 9)
    - For guarantee of current space, contract submission deadline is April 21, 2012.
    - Current Spring term resident contracts received after April 21, 2012 will not be guaranteed their room and/or Fall 2012 assignment.
  - For new residents, this Contract is for a Space in University housing, not a specific Building or Unit. UHO will attempt to accommodate Resident's Unit, Building, and roommate preferences when possible, but does not guarantee an assignment based on such preferences.
  - New incoming residents with only Summer contracts are restricted to assignments in furnished doubles in Ondine, Broadway, and Stephen Epler, and furnished single sleepers in Montgomery.
  - Assignment priority will be given to students with an active contract for both the Summer and the 2012-2013 Academic Year. Further assignment priority will be determined by the Summer Option selected.

- e) Resident will be assigned to housing based on the date UHO receives a signed and completed Contract while considering the planned occupancy, structural capacity, and other University Housing maintenance or assignment needs.
  - f) **E-mail confirmation of Space and Unit:** An e-mail response to assignment notice e-mails is required within three (3) business days or Contract is cancelled. **UHO uses email as the preferred, primary method of communication regarding Housing Contract matters. Resident is responsible for providing UHO with an accurate email address. UHO is not responsible for email messages that are not read or received by Resident.**
  - g) UHO reserves the right to reassign Resident to different Space or to another Unit at any time during the term of this Contract. Examples of circumstances justifying reassignment include, but are not limited to: consolidating vacant spaces to increase room occupancy, conserving energy, protecting the welfare of residents, closing part or all of a Building, or other economic or safety reasons.
  - h) Double Room Vacancies:
    - i) If a vacancy occurs in a Unit billed as a double, UHO may assign another resident to fill the vacancy or reassign the Resident for room consolidation purposes. Resident may elect (subject to UHO 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 former roommate officially checked out or at the start of the term, whichever occurs first.
    - ii) If Resident does not elect to treat the Unit as a single Space, Resident must make half of all furnishings and space available for a new resident to move in at any time and especially during term breaks. Any Unit not ready will be deemed a single Space Unit.
    - iii) 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 housing fines and/or 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 under section 10.b of this Contract.
  - i) University will provide reasonable accommodations for Resident's with a disability if appropriate documentation supporting the need for accommodations is provided to the PSU Disability Resource Center: 503-725-4150 or 503-725-6504 (TTY), drc@pdx.edu.
- 6) **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) If Resident wishes to check-in before or after the designated check-in date, a written request must be sent to UHO in advance.
  - c) Resident must vacate and remove all personal belongings from the assigned Space/Unit when making a room change within University housing or when the Contract is terminated or cancelled.
  - d) Resident must complete check-out procedure and return all Housing issued keys upon check-out. Keys must be returned to the Area Desk during desk hours or the University Housing Office after hours. Resident must follow the check-out procedures outlined in the *University Housing Handbook*.
- 7) **Cancellation prior to Check-In:** New, incoming Resident may cancel this Contract prior to check-in in the follow situations:
- a) New, incoming resident will be released from the Contract and will not be responsible for Space/Unit charges for the remainder of the Contract if Resident provides written notice of cancellation to UHO prior to or within the first assignment notification response deadline.
  - b) Cancellations received after the assignment notice dates, but before check-in will be subject to the following:
    - Residents enrolled as a PSU student for the Summer Term of the Contract will be billed the buyout fee of \$11 a day for the duration of their selected Summer Option.
    - Residents *not* enrolled as a PSU student for the Summer Term of the Contract will receive a 80% refund of their selected Summer Option.
  - c) Current Residents in room during Spring term must cancel by May 11, 2012 to be released from Summer term charges. Any cancellations received after May 11, 2012 will be charged for their selected Summer Session Option regardless of enrollment status.
- 8) **Contract Cancellation by Resident after Check-In:** After Resident checks in to Unit or Space, Resident is responsible for the entire Term of the Contract. Because University's actual financial loss for a canceled 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. Any contract cancellation or termination must be accompanied by a completed Cancellation Form to avoid improper cancellation charges.
- 9) **Eligibility:** Any student admitted to University is eligible to submit a Contract for University housing. University may terminate the Contract if Resident is no longer eligible for University housing. Resident must report to UHO immediately following any change in enrollment status that affects Resident's eligibility. Academic requirements will change at the start of the academic year, see 2012-2013 Contract for details.
- a) Residents are required to keep their PSU account in good standing to be eligible for University housing during Summer Term.
    - i) Current Residents who maintain continued occupancy in University housing from Spring to Summer are not required to be enrolled during the Summer Term in order to continue living in University housing.
    - ii) New, incoming Summer Residents are required to be registered for a minimum of 4 credit hours during Summer Term, or otherwise demonstrate, to the satisfaction of UHO, active involvement in a PSU program. Dropping to less than 4 credit hours enrollment during Summer Term does not release Resident from the Contract.
  - b) **Financial Status:** If Resident has an outstanding balance or University Accounts Receivable hold, UHO may restrict or prevent Resident from making room changes or re-Contracting for housing. University reserves the right to deny housing to any Resident with an outstanding balance or University Accounts Receivable hold.
  - c) **Affiliated Residents:** University will recognize visiting University faculty and scholars, Oregon University System (OUS) affiliates, dual enrollment program participants or enrollment at Oregon Health Sciences University for housing eligibility purposes. Residents participating in any of these programs are required to remain in good financial standing with the University, and are only eligible to cancel their University housing Contract for approved reasons (section 8.a)
  - d) **Family Members:** If Resident is sharing the Unit with one or more eligible family member(s), a copy of appropriate documentation demonstrating legal relationship between Resident and family member is required prior to occupancy as proof of eligibility. Failure to notify UHO of a resident or family member may result in a policy violation fine and/or disciplinary action.

- e) **Disciplinary standing:** Resident must remain in good disciplinary standing with University to maintain University housing eligibility.
- 10) 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.
- New, incoming Resident withdraws from University, fails to register for class, or cancels registration during Summer Term;
  - Resident is suspended or expelled from University for disciplinary or academic reasons; or
  - 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:
- 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.
  - 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. If circumstances allow, prior to such termination, Resident will be provided with 24-hours written notice specifying the reason for termination.
  - If Resident's Contract is terminated for disciplinary violations, Resident will be subject to the cancellation provisions outlined in section 8.b of this Contract, effective on the date of termination.
  - 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.
- d) **Late Arrivals & No-Shows:** University may cancel new, incoming Resident's room assignment and this Contract if Resident has not completed a check-in for the assigned Space or Unit by the first day of classes of the term. To avoid cancellation, Resident must send a request for late arrival to UHO. If Resident fails to check-in or fails to submit a written cancellation to UHO before the Contract cancellation deadlines, the following cancellation policies apply:
- Residents enrolled as PSU students for the Summer Term will be billed the buyout fee of \$11 a day for the remainder of their Summer Option.
  - Residents *not* enrolled as a PSU student for the Term of their Contract will receive a 80% refund of their Summer Option's housing charges.
- 11) 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 fee, as specified in the *University Housing Handbook*, for a lock or access device change and new keys or access cards if Resident loses or fails to return the originally issued keys or cards 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.
- 12) Guests:** Overnight guests are permitted for a maximum stay of up to 5 consecutive days and no more than 10 days in the term. 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 Residence Life is required prior to the guest's visit.
- 13) Housing Contract Petitions:** Resident has the right to petition charges associated with Contract cancellation by submitting a Housing Contract Cancellation Petition, in writing, to UHO. Petitions must be accompanied with supporting documentation. Petition documentation will be preliminarily reviewed by the Assistant Director and Resident will be provided written notice of petition decision via e-mail. Decision from Assistant Director may be up for appeal with the University Housing Petition Board. Petitions must be made in writing to UHO within 90 days following the date of receipt of Contract Cancellation Request Form. See the *University Housing Handbook* for procedures regarding Charge & Fee Petitions.
- 14) Liability and Damage:** Resident must comply with the following responsibilities including:
- Not deliberately or negligently removing or destroying any part of the Unit or its furnishings or knowingly permit others to do so.
  - Reporting immediately to UHO any need for repairs.
  - 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.
  - Not painting the interior or exterior of the Unit.
  - Charges for loss or damage of facilities:
    - Resident is financially responsible for all facilities, fixtures and items provided for their use.
    - 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.
    - Charges for loss, damages, excessive cleaning, and lost keys during the *Term of Contract* 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.
    - 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.
  - University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the Term of Contract.
  - University is not responsible for loss or damage to personal property in University housing facilities due to fire, theft, pests, water, interruption of water or heat, other utility problems, damages caused by other residents, or other causes.
- 15) Room Entry/Inspection:** University will strive to 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:
- 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; or
- e) when there is reliable information that a University policy is being violated.

**16) Fire, Safety and Sanitation:**

- a) **Inspections.** UHO 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 UHO 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 UHO. 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. University reserves the right to remove any items not in conformity with its policies. Smoking is not allowed in any University Building.

**17) 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.**18) 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.**19) 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).**20) 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 *Term of Contract* 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 the Term of Contract, and to terminate the Contract as described in section 10.
- b) Any family members (section 9.d) who are eligible University students (9.a) and sharing a Unit with Resident must sign a separate Contract. Family members who are not University students are not required to sign a Contract. Any changes in family member occupancy occurring after the Contract becomes effective must be reported to UHO within five (5) business days.
- c) Resident cannot sell, sublease, or assign the Contract to anyone.
- d) **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.
- e) **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.

**21) 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

**22) 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 Office ("UHO").

- 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 rates and fees during the term of the Contract with 30 days advance notice.

**FOR MORE INFORMATION CONTACT:****University Housing Office**

625 SW Jackson, Suite 210, Portland, OR 97201

Phone: 503-725-4375

E-mail: [housing@pdx.edu](mailto:housing@pdx.edu)[www.housing.pdx.edu](http://www.housing.pdx.edu)

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

*Portland State University supports equal opportunity in admissions, education, employment, and use of facilities by prohibiting discrimination in those areas based on age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status. This policy implements state and federal law (including Title IX); inquiries about it should be directed to the Office of Affirmative Action, 122 Cramer Hall, 503-725-4417; TTY: 503-725-650.*