Portland State University | University Housing and Residence Life

Room and Dining Contract (Proposed Terms) 2016-2017

READ CAREFULLY: THIS IS A LEGALLY BINDING CONTRACT.

Introduction. This Contract is for a Space in Portland State University’s housing, and for First Year Experience students, this Contract is also for dining services. You may not alter this Contract in any way without written agreement from the Director of University Housing and Residence Life (UHRL) or their designee. Make sure that you have all of your questions answered before you sign and submit this Contract. If you have any doubt about the meaning of any terms, please contact the UHRL Office at 503.725.4375 or via email at housing@pdx.edu.

If you need to have this Contract or the UHRL Housing Handbook provided to you in an alternative format, or if you need other accommodation to access these materials, please contact the UHRL Office at 503.725.4375 or via email at housing@pdx.edu.

By signing this Contract, you:

- agree to respond your housing assignment within the assignment notification window (or be subject to contract cancellation fees if you do not cancel the Contract within the assignment window);
- acknowledge that you understand that this Contract does not promise you a particular room or type of housing;
- Agree to comply with all University policies for living in University Housing, including those set forth in this Contract, in UHRL’s Housing Handbook (www.pdx.edu/housing/conduct), and in the PSU Student Code of Conduct (http://www.pdx.edu/dos/psu-student-code-conduct); and
- Authorize UHRL to use and/or to release your PSU photo identification for housing and dining purposes to any person determined by UHRL to have a legitimate need for that identification, including without limitation the verification of your identity in connection with UHRL services.

UHRL uses your University email account (XXXXX@pdx.edu) as its official method of communication once the Resident has accepted their Space assignment in University Housing. Residents are responsible for checking their PSU email.

Special Note on Eligibility Changes: Beginning the 2016-2017 Academic Year, students pursuing post-baccalaureate studies (not admitted to a PSU degree program) will no longer be eligible for University Housing if the student has already lived in University Housing for three Academic Quarters as a post-baccalaureate student.

TERMS AND CONDITIONS

1. Parties. This is a Contract for an assigned Space in University Housing at Portland State University and is between the student, known here as “Resident,” and Portland State University. Where the assigned Space is in the Broadway Building, this Contract is between the Resident and Broadway Housing, LLC, for which the University acts as agent.
2. Definitions
   a. **Academic Quarter** is set by University policy and refers to the time during which classes begin and end, such as Fall Quarter, Winter Quarter, etc., and consists of 10 consecutive Academic Weeks plus an additional week of final exams.
   b. **Academic Week** means Monday through Friday of each week, starting with the first day of classes.
   c. **Academic Year** means the Fall, Winter, and Spring Academic Quarters.
   d. **Building** means a University-owned or University-managed residence hall.
   e. **Check-In** means the process of obtaining keys from the Montgomery Service Desk or other designated location and applies whether or not a Resident is physically occupying the assigned Space.
   f. **Check-Out** means the proper process of returning keys to the Montgomery Service Desk or other designated location. The detailed process for proper Check-Out are set forth in the Housing Handbook.
   g. **Contract Term** means the duration of the entire Contract and is further described in paragraph 4.
   h. **DRC** means the University’s Disability Resource Center.
   i. **Early Registration** means a process where persons sign this Contract before being formally admitted to Portland State University.
   j. **Email** means a Portland State University email address in the format of “XXXXX@pdx.edu,” and it is the official form of communication under this Contract after the Resident accepts their Space assignment.
   k. **First Year Experience or FYE** means a program or contract type for new, first-year students who are age 19 or younger and have earned less than 32 college credits by Check-In, or who graduated from high school less than one year prior to Check-In.
   l. **Furnished Unit or Furnished Space** means a Space that comes with a bed, desk, dresser, and chair.
   m. **Housing Handbook** means the UHRL Housing Handbook as it may be amended from time to time and which can be found online at www.pdx.edu/housing/conduct.
   n. **Living Learning Communities or LLC** means a specialized housing program or contract type located within specific buildings. LLCs include the First Year Experience program in either the Broadway or Ondine residence halls and the Urban Honors Program in Stephen Epler Hall.
   o. **Occupancy** means that the Resident has received a key for a specified Space and/or has moved personal belongings into the Space (whichever occurs first) and/or the Resident has not cancelled this Contract before their scheduled Check-In date for their assigned Space. Occupancy is for the Contract Term, and ends 24 hours after Resident completes finals, or at 12:00 PM on the last day of Academic Year, whichever is earlier. Written authorization from UHRL is required for any other arrangement. For purposes of this Contract, Occupancy status does not require the actual physical presence of the Resident or his/her belongings in the assigned Space. Residents will be assessed charges for the entire Contract Term.
   p. **Resident** means either a prospective University Housing resident (contract received) or a current University Housing resident (person has checked-in and is in their Space or taken Occupancy).
   q. **Space** means a portion of the assigned Unit or shared Unit in University Housing.
   r. **Student Code of Conduct** means the Portland State University Code of Student Conduct and Responsibility as it may be amended from time to time and which can be found online at www.pdx.edu/dos/psu-student-code-conduct).
   s. **UHRL** means the University Housing and Residence Life office, or its staff members, as the context may require or allow. The contact information for UHRL is 1977 SW 6th Avenue, Portland, OR 97201, ph. 503.725.4375.
   t. **Unfurnished Unit** means a Housing Unit that comes with no furnishings.
   u. **Unit or Housing Unit** means all rooms in University Housing. A Housing Unit can be designed for single, double, triple, or quadruple Occupancy, where each Resident is assigned a Space in the Unit. Where a Unit is designated for use by a single Resident, the Unit and Space assigned are the same and with respect to those Units, the terms Space and unit are used interchangeably unless the context clearly suggests otherwise.
   v. **University or PSU** means Portland State University.
w. **University Housing** means all Buildings, offices, staff, and equipment related to housing provided by Portland State University.

3. **General**
   a. **Processing Fee and Advance Payment.** To secure a Contract for University Housing, Resident shall pay a $50 non-refundable processing fee along with a $150 advance payment. Prior to Check-In, UHRL will refund the $150 advance payment only if Resident provides UHRL with written notice of Contract cancellation on or before the contract cancellation deadline provided to Resident in the first assignment notification (assignment window) or if Resident has not been admitted to the University as of May 1. Otherwise, UHRL will process the $150 advance payment as a credit to the Resident’s student account at the completion of the Contract during Spring Quarter.
   b. **Binding Upon Payment.** This Contract is binding upon payment of the $200 ($150 for the advance payment and $50 non-refundable processing fee) for online Contracts, or upon signature for paper Contracts and/or submission of the UHRL Contract and Fee Deferral Form or upon electronic signature for Room Selection Contracts. Failure to Check-In (paragraphs 13 and 15(d)) does not release Resident from the financial obligations of this Contract.
   c. **FYE Dining Plan.** All Contracts for FYE Residents include a Dining Plan. There is no room-only option for FYE Residents. An FYE Resident who does not indicate a room and/or dining plan type when completing the application will be assigned housing based on Space availability and Dining Plan 15.
   d. Any violation of this Contract may subject Resident to disciplinary action under the Housing Handbook or under the Student Code of Conduct or both.

4. **Term of Contract.** This Contract is an agreement that you will live in University Housing for the entire 2016-2017 Academic Year. Regardless of the assigned Check-In date, the term of this Contract begins at 8:00 a.m. on September 17, 2016, or upon Occupancy, whichever occurs first, through 12:00 p.m. on June 17, 2017 (Contract Term). Students who arrive before September 17 due to participation in an approved PSU program, must be pre-approved by UHRL and pay applicable early arrival fees. For Residents with continued Occupancy from the preceding Summer Quarter, the Contract Term begins instead on August 28, 2016.

5. **Rates, Billing and Payment; Prorated Charges**
   a. Resident agrees to pay the University for UHRL charges as stated on the current rate sheet for the Space to which Resident is assigned. Resident further agrees to pay the University for contract cancellation or buy-out fees if Resident fails to cancel the contract within the assignment notification window (see paragraph 15 below). Rates for University Housing are based upon a combination of room type, number of spaces in a Unit (single, double, ...), and dining plan and are available on the UHRL Rate Sheet at the UHRL office and online at www.pdx.edu/Housing.
   b. **Interest and Collection Costs.** Resident agrees to pay interest on past-due charges of 12% per annum, along with any additional late payment fees assessed under University policy. Resident agrees to pay reasonable costs of collecting a delinquent account.
   c. Charges for each Academic Quarter are billed to Resident’s student account before the beginning of each Academic Quarter, and are subject to all University Financial Services policies, including the PSU Payment Plan.
   d. Charges for policy violations, damages, improper checkouts, and contractual noncompliance will be assessed to Resident as detailed on the UHRL Rate Sheet and as elsewhere identified in this Contract. Resident agrees to pay fees assessed as stated on the Rate Sheet, subject to their right to appeal a charge (see paragraph 16 below).
   e. **Prorates.** For the purpose of calculating nightly prorated University Housing charges and buyout fees, each Academic Quarter is calculated as 77 nights. Residents who accept a Space assignment after the first Academic Week will be assessed prorated University Housing charges. Where the Resident does not
stay in University Housing continuously from one Academic Quarter to the next and Checks-In during the last two weeks of the prior Academic Quarter, the Resident will be assessed daily, prorated University Housing charges (and any dining plan charges) for the vacation break period between Academic Quarters.

6. **Dining Plan**
   a. **FYE Residents.** All FYE students, including those in the Urban Honors Community, agree to purchase a dining plan and pay the published charges for that plan. An FYE Resident who does not indicate a room and/or meal plan type when completing the online application will be assigned Dining Plan 15. Information about available dining plans is available online at www.pdx.edu/housing/dining. NOTE: There is no appeal process for dining plan assignments or charges for dining plans required under this Contract.
   b. **All Other Residents.** All Residents who are not in the FYE program may purchase a dining plan through Aramark, the University’s food service contractor. Information about available dining plans is available online at www.pdx.campusdish.com.
   c. **Dining Plan Cancellation.** An FYE Resident is not entitled to a refund for the cost of their dining plan for the Fall Academic Quarter unless Resident cancels this Contract prior to their assigned Check-In date and on or before the deadline for proper Contract Cancellation (see paragraph 15). For subsequent Academic Quarters, dining plans for FYE Residents may be cancelled before the third Academic Week of each Academic Quarter if the Resident Checks-Out of University Housing within the first two Academic Weeks of that Academic Quarter. If Resident cancels this Contract during the first Academic Week of the Fall Academic Quarter, Resident will receive a refund of their dining plan charges of 80% of the published price. If Resident cancels this Contract during the second Academic Week, Resident will receive a refund of their dining plan charges of 40% of the published price. Resident agrees and understands that Resident will not be entitled to any refund or credit for the cost of their dining plan for any Contract cancellation after the second Academic Week of the Winter or Spring Academic Quarter. Residents that are not part of the FYE program must contact Aramark at pdx.campusdish.com/ContactUs.aspx to inquire about Aramark’s policies and fees for earlier termination of their dining contract.

7. **License to Occupy.** This Contract is for an assigned Space in University Housing and not for a specific housing accommodation, room, or bed. It is a limited license to Resident to access and make residential use of a Space in University Housing, together with any installed fixtures and provided furnishings, plus shared use of their Unit and of the Building common areas. This Contract is not a lease and does not create any property interest or tenancy rights in any Building or in any particular Unit or Space.

8. **License Personal to Resident.** This Contract is personal to the Resident and is not transferable. Resident may not sell, sublease, or assign this Contract or their right to occupy a Unit or Space to anyone. Resident may not solicit roommates on public forums, including Craigslist.

9. **Eligibility.**
   a. **General.** Residents must maintain eligibility during the Contract Term. To be eligible for residence in University Housing, individuals must be admitted and enrolled at PSU and must either be (i) actively pursuing a degree or (ii) actively pursuing post-baccalaureate study. Residents enrolled for post-baccalaureate study are eligible for University Housing for three total Academic Quarters only, after which they must find alternative housing or be admitted to and enroll in a PSU degree program to maintain eligibility. Eligibility is subject to the additional requirements set forth below.
   b. **Academic Eligibility.** Undergraduate Residents and post-baccalaureate Residents must be registered for and complete a minimum of eight PSU credit hours of coursework per Academic Quarter during the Contract Term. Graduate Residents must be registered for and complete a minimum of four PSU graduate credit hours of coursework per Academic Quarter of the Contract Term. Residents who are international students and who have received an
approved vacation request with the Office of International Affairs may remain eligible for University Housing during that
vacation term (all University Housing charges will apply), even if they are not enrolled in the requisite eight credit hours.

c. Disciplinary Eligibility. Resident must remain in good disciplinary standing with the University to maintain eligibility. Students who have an administrative hold on their student record due to their failure to complete University conduct sanctions are ineligible to receive a new University Housing Contract for the next Academic Quarter and, depending upon the severity of the conduct and circumstances, may be subject to immediate Contract cancellation by the University.

d. Financial Eligibility. Residents must not have past-due outstanding balances in excess of $100. UHRL may deny University Housing to any Resident with an outstanding balance over $100 or with a University Accounts Receivable hold on their student account. UHRL may cancel a Resident’s Contract if this financial eligibility requirement is not being met and Resident will be required to Check-Out per eligibility Check-Out deadlines. Residents who become ineligible for financial reasons may be asked to move out of their Space and if the ineligibility exists after the eighth week of the Academic Quarter, Resident will be responsible for payment of the buyout fee for improper cancellation of the Contract.

e. Sex Offender Registrants and Felony Convictions. Individuals who are required to register as a sex offender or who have been convicted of any felony or of the following crimes must disclose the requirement/conviction via email to the Housing Director at housing@pdx.edu as part of the University Housing Contract process: homicide, assault, kidnapping, or sexual offenses pursuant to Chapter 163 of the Oregon Revised Statutes or a similar criminal statute from another jurisdiction; a crime involving a weapon; or a felony involving illegal drugs or controlled substances. All such individuals must disclose information regarding their registration requirements and/or conviction by submitting a Resident Felony Background Check Release form and submit to a background check. PSU will review the circumstances of the conviction and will determine whether the Resident is eligible to live in University Housing. The Resident’s Contract will be reviewed and UHRL will notify Resident of its decision with respect to eligibility for University Housing. **Failure to disclose a conviction or sex offender registration requirement to UHRL may result in revocation of the Contract and Student Code of Conduct charges.**

f. PSU Employees. Classified or unclassified employees of PSU are not eligible to reside in University Housing. This prohibition does not apply to student employees who are employed by PSU and are required to be a student as a condition of their employment, such as student work study employees or students paid a stipend for their work. This prohibition also does not apply to PSU employees who are required to reside in University Housing as a job requirement.

g. Changes in Eligibility Status. A Resident must immediately report to UHRL any change in enrollment or other eligibility status that affects Resident’s eligibility. A Resident is in breach of this Contract if the Resident is no longer registered for classes at PSU and/or fails to meet any other eligibility requirement set forth above.

h. UHRL reserves the right to deny a Contract and/or to cancel a University Housing Contract to anyone who is no longer registered for classes at PSU or fails to meet other eligibility standards set forth above or who, in the judgment of UHRL, represents a threat to the health or safety of University students, employees, or other University constituents.

10. Assignment of Space—Process

a. UHRL will send to Resident by electronic mail an assignment notice. **UHRL is not responsible for email messages that are not read or received by Resident. Failure to receive an assignment notification by email does not cancel this Contract.**

b. Resident must send a response to the assignment notice to UHRL (through the UHRL Housing Portal or email) on or before the response deadline outlined in the assignment notice, or UHRL will cancel the Contract and the $200 processing fee and advance payment will be forfeited by Resident.
c. By accepting a Space assignment, Resident is agreeing to pay the published rate for the single, double, triple, or quadruple Space that is assigned. Rates are based upon a combination of room type, number of Residents in the Unit, and dining plan and are available on the rate sheet at the UHRL office and online at www.pdx.edu/Housing.

d. Contract Reactivation. A person who has allowed their University Housing Contract to be cancelled because they did not respond to an assignment notice or because they declined an assignment (typically for the purpose of receiving a new assignment) is eligible to reactivate the Contract provided that they continue to meet other eligibility requirements of University Housing. The deadline to reactivate this Contract for the purpose of receiving a new Space assignment is August 1, 2016, or when UHRL has reached contract capacity, whichever is earlier. For reactivation, Resident agrees to pay a $50 reactivation fee and to pay a new advance deposit payment of $150 (if previously refunded to the Resident’s account).

11. Assignment of Space—General Principles

a. This Contract is subject to Space availability. UHRL assigns the Resident to a Space based upon availability, occupancy needs, structural capacity, and the date when this Contract is received by UHRL. Space assignments may also be based upon previous behavior or conduct issues of Resident.

b. Assignment to University Housing is contingent upon the University’s final acceptance of your admission as a student. Residents who have submitted this Contract through Early Registration will not be given priority Space assignment based upon the date when UHRL receives this Contract if Resident has not been admitted to the University by May 1. In that instance, Resident must re-submit this Contract and the new UHRL receipt date will be used to determine the Space assignment.

c. Residents with FYE Contracts or in LLCs are eligible to live only in Buildings with LLC programs. FYE Residents admitted to the Urban Honors Program may be eligible to live in the Urban Honors Living Learning Community subject to Space availability. Once an LLC contract has begun, the Resident must reside in the LLC Community for the entire Academic Year.

d. New, first year college students age 20 or older on the Check-In Date or under the age of 20 with a minimum of college 32 credits and who graduated high school more than one year prior to the Check-In date, may request to live in Spaces typically reserved for upperclassmen or transfer students. Residents under age 20 who wish to opt out of having an FYE Contract will be required to submit to UHRL their high school and college transcripts for graduation and credit verification. The deadline to submit documentation to opt out of an FYE Contract is August 1, 2016.

e. UHRL provides reasonable accommodations for Residents with a disability where the Resident provides documentation supporting the need for accommodation to the PSU Disability Resource Center. Students can contact the DRC online at drc@pdx.edu or by telephone at 503-725-4150.

f. UHRL may cancel your Contract and not assign you to a Space for reasons including not being admitted by May 1, not meeting eligibility requirements, incomplete application information, and/or failure by Resident to respond to requests for additional information (in which case you may be eligible to re-activate the Contract, see paragraph 10(d) above).

12. Late Arrivals/No Shows, Vacancies, Transfers, and Re-assignments

a. Late Arrivals & No-Shows. UHRL may cancel Resident’s Space assignment and this Contract if Resident has not completed Check-In for the assigned Space by the assigned Check-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 timely written cancellation to UHRL, Resident will be billed as set out in paragraph 15, below. University may re-assign Space of a late-arriving Resident who has not previously provided UHRL of their intent to Check-In after their Check-In date, and any re-assignment is subject to Space availability.
b. **Vacancy in Furnished Units.** If a Space vacancy occurs in a Furnished Unit billed as a double, UHRL may assign another Resident to fill the vacancy, in which case, Resident must make half of all furnishings and the vacant Space available for a new Resident to move in at any time. UHRL may assess a $100 fee to a Resident remaining in a Unit where the Unit is not prepared for a new occupant to move into the Unit. In addition, at the University’s sole discretion, the University may reassign the remaining Resident to another Space. Subject to UHRL approval, the remaining Resident may elect to treat the Unit as a single Space and to pay for the Unit at the single occupancy rate. Charges at the single rate will begin from the date the Unit is confirmed for single occupancy.

c. **Vacancy in Unfurnished Units.** UHRL does not assign roommates to Unfurnished Units. If a vacancy occurs in an Unfurnished Unit billed as a double, the Unit will automatically become a single, and the remaining Resident will begin paying the single rate effective the date of the vacancy.

d. **Transfer Requests.** A Resident may request a transfer to a different Space after the second Academic Week of classes in either the Fall or Winter Quarters. Transfer requests are available on a first-come first-serve basis pending Space availability. Residents may transfer spaces, subject to availability one time per Academic Year at no additional cost to Resident. Residents may be charged a $100 transfer fee for each additional transfer per Academic Year.

e. **University’s Right to Re-Assign.** UHRL reserves the right to re-assign Residents to another Space or Unit or Building or to change the occupancy configuration of a Unit at any time during the Contract Term. In the event of a shortage in University Housing, or in the event of a national or regional emergency, UHRL may increase the occupancy of a Unit or assign Resident to another Unit, including to temporary University Housing. Examples of other circumstances requiring reassignment include: protection of the welfare of Residents, energy conservation, closure of all or part of a Building, need to use an ADA-designated Space for an accommodation, and other maintenance, economic, or safety reasons.

f. **University Place Hotel Re-Assignment.** In the event there is a shortage of University Housing and UHRL assigns Residents to a Space in University Place Hotel, the Resident remains a UHRL Resident and the terms of the Contract continue to apply. However, Residents may be required to abide by additional conduct requirements of the University Place Hotel.

13. **Check-In and Check-Out**

a. Resident is responsible for following all Check-In, Check-Out, key return, and cancellation processes as set forth in this Contract and in the Housing Handbook. Failure to follow procedures may result in additional charges or fines being assessed to Resident’s student account.

b. Residents who cancel this Contract prior to the end of the Contract Term may incur a $100 improper Check-Out charge unless they first submit a Contract Cancellation Form with the UHRL Office prior to Check-Out.

c. Resident must follow the Check-Out procedures outlined in the Housing Handbook and return all Housing issued keys upon check-out. Keys must be returned to the Montgomery Service Desk during desk hours or at the UHRL Office after regular business hours for the Montgomery Service Desk. UHRL will charge Residents who do not follow Check-Out procedures a $100 improper checkout fee and up to $130 for a lock change/key replacement charge.

d. Items left in rooms or common areas following Check-Out or any Contract cancellation will be considered abandoned immediately. Abandoned items will be thrown away, resold, or donated, at the University’s discretion. Residents will be charged for removal of trash and abandoned items as published in the UHRL rate sheet.

14. **Contract Cancellation – By University**

a. This Contract may be cancelled at any time by the University. At University’s discretion, University may elect to cancel the contract beginning in the next Academic Quarter or immediately upon notice or information demonstrating any of the following circumstances, subject to any rights of Resident to receive a hearing under the Housing Handbook or Student Code of Conduct or under the academic rules for their program.
i. Resident has not Checked-In and taken Occupancy of their assigned Space by their assigned Check-In date, unless the Resident has provided UHRL with written notice of a late Check-In prior to the start of the Academic Quarter;

ii. Resident cancels or delays their admission or enrollment to the University;

iii. Resident does not meet, or fails to continue to meet, Contract eligibility requirements;

iv. Resident commits serious or repeated Housing Handbook or Student Code of Conduct violations;

v. Resident poses a direct threat to him/herself, other Residents or their guests, or to University Housing or dining facilities, in which case the Resident may be asked to vacate the premises immediately pending a hearing under the Student Code of Conduct;

vi. Resident is suspended or expelled from the University; or

vii. Resident has breached any terms and conditions of this Contract.

b. When UHRL cancels a Contract, Resident will be charged the cancellation fee described in paragraph 15. Under some limited circumstances, Residents may petition for release from the Contract as described in paragraph 16, in which case the Resident may be released from the Contract without incurring a Cancellation Fee.

c. If Resident’s Contract is terminated for violations of the Student Code of Conduct (generally disciplinary violations), Resident will be subject to the charges associated with an unapproved cancellation.

15. Contract Cancellation -- By Resident

a. General. Failure to cancel the Contract by the time or in the manner required by this Contract will result in additional charges to Resident. Resident agrees to pay the published contract cancellation or buy-out fees as set out below if Resident fails to cancel the contract within the assignment notification window. All Contract cancellations must be in writing and delivered to housing@pdx.edu.

b. Cancellation Within Assignment Notification Window. Residents who cancel this Contract prior to acceptance of the Space assignment or within the assignment notification window will receive a refund of the $150 advance payment and are not responsible to pay contract cancellation fees.

c. Cancellation After the Assignment Notification Window but Prior to Check-In Date. Residents who cancel this Contract after the assignment notification window, or after accepting their Space assignment but before their Check-In date, are responsible for payment of cancellation fees, which fees depend upon their future enrollment status at the University.

i. Residents Enrolled for Fall Quarter. Residents enrolled at PSU for the Fall Academic Quarter who provide written notice of cancellation to UHRL after June 17, 2016, or after accepting a Space assignment, whichever is later, will be subject to the following cancellation fees:

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<thead>
<tr>
<th>Cancellations</th>
<th>Dates</th>
<th>Charges</th>
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<tr>
<td>Cancellations between June 18, 20165 – August 31, 2016</td>
<td>$11 a day for 1 academic quarter = $847</td>
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<tr>
<td>Cancellations between September 1, 2016 – September 16, 2016</td>
<td>$11 a day for 2 academic quarters = $1,694</td>
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<tr>
<td>Cancellations after September 16, 2016</td>
<td>Full Fall Quarter charges</td>
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ii. Residents Not Enrolled for Fall Quarter. Residents not enrolled at PSU for the Fall Academic Quarter who provide written notice of cancellation to UHRL after June 17, 2016, or after accepting a Space assignment, whichever is later, will be subject to the following cancellation fees (subject to UHRL verification of enrollment status):
### Cancellations between June 18, 2016– August 31, 2016

- $5.50 a day for one (1) academic quarter = $423

### Cancellations between September 1, 2016 – September 16, 2016

- $5.50 a day for two (2) academic quarters = $847

### Cancellations after September 16, 2016

- Full Fall Quarter Charges

### iii. Advance Payment. Residents who cancel their contract under this paragraph forfeit the $150 advance payment.

### d. Cancellation After Check-in-- Unapproved.

#### i. General. If Resident cancels this Contract after Occupancy for any reason not identified as an approved reason as outlined below, the cancellation is an unapproved cancellation. Unapproved cancellations include cancellations where a Resident is no longer eligible to live in University Housing as a result of a student conduct sanction and cancellations by Resident while continuing to take PSU courses during the current Academic Year. Resident must pay Contract cancellation fees for unapproved cancellations as further outlined below.

#### ii. Contract Cancellation Form Required. A Contract cancellation must be accompanied by a completed Contract Cancellation Form to avoid additional improper cancellation charges in addition to the Contract cancellation fees. Because the University’s actual financial loss for a cancelled or terminated Contract is difficult to determine, the payment obligations required by this Contract are agreed upon as liquidated damages and not as a penalty.

#### iii. Cancellations Fees for Check-Outs Prior to or During the First Four Academic Weeks. For cancellation during this time period, where the Resident subsequently remains registered for classes at the University, Resident will be charged the full published cost of the Space for that Academic Quarter. Cancellations must be received by the close of business on the Friday of the 4th week of the Academic Quarter and Resident must vacate their assigned Space by the following Sunday. The Resident’s Dining Plan will remain active for the remainder of the current Academic Quarter.

#### iv. Cancellations Fees for Check-Outs Between the Fifth and Tenth Academic Weeks. For cancellation during this time period, where the Resident subsequently remains registered for classes at the University, Resident will be charged the full published cost of the Space and Dining Plan for that Academic Quarter as well as the full published cost of the Space for the subsequent Academic Quarter. The Resident’s Dining Plan will remain active for the remainder of the current Academic Quarter but not for the subsequent Academic Quarter. For example, a Resident who cancels the Contract in the sixth week of the Fall Academic Quarter will be charged the cost of Fall and Winter Housing for the Space assigned and Fall Dining Plan charges.

#### e. Cancellation After Check-in Due to Leaving University - Approved

#### i. Criteria. In limited circumstances, A Resident may cancel this Contract after Occupancy and be released from the remaining financial obligations of this Contract for additional Academic Quarters without incurring an additional Contract cancellation or buy-out fee. Residents must strictly comply with the time lines and process established by UHRL and UHRL reserves the right to determine whether a cancellation is approved under this paragraph. This Contract may be terminated at any time by the Resident for any of the following reasons:

1. Resident graduates;
2. Resident demonstrates that they are on approved academic program leave;
3. Resident is assigned to student teaching outside the greater Portland area;
4. Resident is participating in a University-supported study abroad program, co-op, or internship;
5. Resident is called to active military duty; or
6. Resident withdraws from the University.
ii. **Process.** A Resident cancelling the Contract for one of the reasons listed above must file a Contract Cancellation Form with UHRL. A Resident who files a Contract Cancellation Form before the end of Week 8 of the then-current Academic Quarter and who properly Checks-Out of University housing will incur no additional Contract cancellation fees (but must pay for the balance of the current Academic Quarter). A Resident cancelling this Contract due to withdrawal from the University during the Academic Quarter may not remain in University Housing and must Check-Out of their assigned Space by the Sunday following their withdrawal date.

iii. **Cancellation Fees.** Residents who do not file a Contract Cancellation Form before the end of Week 8 of the Academic Quarter must pay cancellation (or buy-out) charges as set out below.

1. A Resident who submits their Contract Cancellation Form during the last 2 Academic Weeks or final exam week of an Academic Quarter must pay a cancellation fee of $212, provided Resident Checks-Out by the published Check-Out date for that Academic Quarter (or Checks-Out on the following Sunday for Residents immediately withdrawing from the University).

2. A Resident who cancels their Contract and Checks Out during Winter Break or Spring Break must pay a cancellation fee of $423 and must also pay the pro-rated daily fee for the number of nights in their Space during the vacation break. The Resident must Check-Out before the conclusion of the vacation break or they will be responsible to pay additional cancellation charges (the full housing charges for the next Academic Quarter).

3. If Resident cancels the Contract due to leaving University, then later registers as a PSU student at any time during the remaining Contract Term, Resident may be subject to retroactive Housing charges unless Resident reactivates the Contract, accepts a new University Housing assignment, and Checks-In to their new Space.

4. Where cancellation is because of call to active military duty, Resident must file a Contract Cancellation Form with UHRL within one calendar week of receiving their orders whenever practicable. UHRL will prorate University Housing charges for each night of Occupancy in their Space prior to Check-Out, and Resident will have no further financial obligation for the remaining Academic Year and will have the Advance Payment refunded.

16. **Petition for Release from Contract Cancellation Charges.**

   a. **General.** A Resident may petition UHRL for a release of their obligation to pay contract cancellation charges (sometimes known as buyout fees) where the Resident experiences medical or financial circumstances beyond their control and where those circumstances affect their ability to continue to live in University Housing. A Petition is a request by the Resident to be released from contractual obligations. As such, whether or not to grant a Petition is in the sole discretion of UHRL. Successful petitions tend to demonstrate a change in circumstances that occurred between the date this Contract became binding and the date of Move-Out.

   b. **Change of Circumstance—Medical.** Petitions may be approved in cases where significant, unforeseen medical (including psychological) reasons cannot be accommodated by relocating the Resident within University Housing. Resident is encouraged to submit information from a medical professional explaining how the Resident cannot be supported in University Housing, and what has changed since the Contract became active. A petition based upon a medical change of circumstance will not typically be approved based on the existence of a pre-existing or chronic condition, as opposed to a change in that condition.

   c. **Change of Circumstance—Financial.** Petitions may be approved in cases where significant, unforeseen and involuntary financial circumstances demonstrate that Resident is in a state of compelling financial need. A petition based upon a financial change of circumstance will not typically be approved based solely on the presence of a more affordable housing option. Resident is advised to provide documentation to show that all possible financial resources (parents/guardians, student earning, federal, state, and University financial assistance, educational loans, etcetera) have been utilized and the Resident is still unable to meet their financial obligations under this Contract while remaining at
the University. Educational loans are considered a reasonable means to meet a Resident’s financial obligations under this Contract.

d. **Process.** Petitions must be submitted in writing to housing@pdx.edu on the UHRL Contract & Charge Petition form (available by emailing housing@pdx.edu) with supporting documentation. Petitions must be submitted within 60 days following the date of the charge being assessed. Petitions will be decided by the Director of UHRL who may grant or deny the petition in whole or in part. Residents may appeal the Director’s petition decision to the Petition Board within seven days of the Director’s decision. The decision of the Petition Board is final.

17. **Appeals of Housing Charges.** A Resident may appeal UHRL charges or fees assessed to their student account (such as damage charges or improper Check-Out fees) where the Resident believes such charges or fees are incorrect or wrongly imposed. UHRL does not accept appeals for dining plan charges for FYE Residents. Appeals must be submitted in writing to housing@pdx.edu on the UHRL Contract & Charge Petition form (available by emailing housing@pdx.edu) with supporting documentation. Appeals must be submitted within 60 days following the date of the charge being assessed. Housing charge appeals will be decided by the UHRL Accounts Coordinator who will determine if the charges were correctly assessed. The Accounts Coordinator may deny the appeal (such as where it is not timely filed or it is an appeal of a dining plan charge), affirm the charge, reduce the charge, or reverse the charge. The decision of the Accounts Coordinator is final.

18. **Keys and Locks.** UHRL will issue keys or access cards to the Resident and to registered family members listed on the Contract. Resident may not loan any key or access cards to anyone nor may Resident make duplicates of keys or access cards for any reason. The installation or use of any unauthorized lock by Resident is prohibited. Resident will be charged a fine, as specified in the Housing Handbook, for a lock change and for new keys if Resident loses or fails to return the originally issued keys upon check-out.

19. **Conduct and Community Standards; Prohibited Items**

a. 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.

b. Resident agrees to abide by all PSU and UHRL policies and community standards as stated in the Housing Handbook. Without excluding applicability of any other policies, some PSU policies that Residents should be particularly aware of include the Student Code of Conduct, Email Communications Policy, Acceptable Use Policy, Smoke and Tobacco Free Policy, Alcohol and Drug-Free University Policy, and the Prohibited Discrimination and Harassment Policy (see generally, www.pdx.edu/ogc/adopted-policies).

c. No Resident may deliberately or negligently remove or destroy any part of the assigned Unit or its furnishings or knowingly permit others to do so.

d. Residents must immediately report to UHRL any need for repairs of their Space or within their Unit.

e. UHRL reserves the right to remove any item in a Space that does not conform to University policies or is not permitted under the Housing Handbook. UHRL reserves the right to approve or limit any electrical or other device to protect the health and/or welfare of others.

20. **Fire Safety.** Resident is responsible for periodically testing smoke detectors in the Unit and for reporting defective detectors. Tampering with smoke detectors is prohibited. Fire extinguishers must not be removed from their hangers except for use in the case of fire. Resident agrees to participate in fire drills. Residents shall immediately report any known, expended extinguisher to UHRL for replacement. In the event of a fire in the
21. **Room Entry; Inspection**
   a. Resident agrees that UHRL may enter a Unit or Space, with or without notice, for reasons including but not limited to:
      i. maintenance, repair, or custodial services;
      ii. preparation of Space or Unit for a new Resident;
      iii. inspection of Space or Unit conditions upon vacancy
      iv. for health and safety reasons during break periods, or for sanitation, security, or safety reasons at any time;
      v. elimination of nuisances;
      vi. when reasonable cause exists to indicate a violation of established conduct or health and safety standards;
      vii. when reasonable cause to indicate an emergency exists, including fire, water leaks, flood, accident, sickness of Resident, or danger to health or welfare of any Resident or their guest;
      viii. when reasonable cause exists that a University policy is being violated.
   b. UHRL will conduct fire, safety, and sanitation inspections of each Unit at least annually and may conduct inspections more frequently as may be determined necessary by UHRL.

22. **Annoyance; Habitability.** UHRL is not responsible for annoyance or disruption resulting from noise created by other Residents, their guests, or external sources (e.g. construction, road noise, or University or community events, commercial activity). University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the Contract Term.

23. **Assumption of Liability for Losses Damage.**
   a. Resident assumes liability for damage resulting from action by Resident, resident's family members, guests, and animals, as well as for losses incurred by Resident or confirmed family members or guests.
   b. 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.
   c. Charges for loss, damages, excessive cleaning, and lost keys during the Contract Term 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. With respect to 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, UHRL will divide charges on a prorated basis among the Resident(s) of the Building or floor community.

24. **Vacation Breaks; Orientation Week.** University Housing will be open during all vacation breaks (as defined by the University) during the Contract Term and at no extra charge to Resident. Residents may leave their belongings in their Space as long as this Contract has not been cancelled. In addition, University Housing will be open one week immediately prior to the Fall Academic Quarter at no additional charge to Resident.

25. **Family Members Living with Residents**
a. If Resident intends to share their Space/Unit with one or more eligible family members, Resident must submit a completed Family Member Registration Form and/or Domestic Partnership Declaration Form along with any documentation required by UHRL. Resident may be asked to provide copies of documentation demonstrating the legal relationship between Resident and the family member(s). Any changes in family member Occupancy must be reported to UHRL within five business days of that change.

b. Residents must obtain approval for family members prior to Occupancy. Failure to notify UHRL of a Resident or family member residing in the Space/Unit is a breach of Contract and may subject Resident to a fine and/or disciplinary action.

c. 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. Resident is personally responsible for payment of the entire charge except if both family members are PSU students eligible for University Housing. If both family members are eligible for University Housing, then both individuals must submit a University Housing Contract and each Resident is responsible for their own Contract.

26. Care Givers; Support Animals
a. If Resident needs a care giver to aid Resident in their personal care or for the care of a family member authorized to live in University Housing with Resident, Resident must submit a completed Care Giver Form and include any documentation as may be required by UHRL. UHRL will provide notice of approval to Resident. UHRL will provide access to approved care givers and approved care givers may enter the Building and Unit only during pre-approved days and times except in case of emergency.

b. Residents with service animals or approved for a support animal or pet are responsible for the care of their animal. UHRL, at UHRL’s discretion, may provide limited access to Resident’s Space, at request of the Resident, to allow a third-party to provide care to the animal when Resident must be away from the Unit for an extended time, typically for up to two consecutive days in one hour increments (and for no more than five days per Contract Term). Further, it is the policy of UHRL to provide accommodations as approved by the DRC.

27. Guests. Overnight guests are permitted for a maximum stay of up to two consecutive days and no more than five total days for all guests in any Academic Quarter. In Units with multiple Residents (doubles, triples, etc.), the Resident who has a guest must first obtain the consent to have the guest from all other Residents assigned to a Space in that Unit. If a stay longer than two consecutive days or five total days is desired, Resident must also obtain written permission from UHRL prior to the guest’s visit. Guests must be accompanied by Resident at all times.

28. Safety and Security. Resident agrees to take primary responsibility for their own safety and security, and to support the safety and security of other persons living in or visiting University Housing. The University and UHRL will work with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. Resident agrees to read and abide by PSU safety/security policies and publications that are made available from time to time.

29. General Provisions
a. Exceptions. Any exceptions to the terms and conditions of this Contract shall be in writing and acknowledged by Resident and agreed to by the Director of UHRL or their designee.

b. Changes to Contract. UHRL reserves the right to make changes to the Contract, including to Space/Unit rates and other fees, and to the Housing Handbook during the Contract Term. Changes to the financial terms of this Contract will be effective only upon 30 days’ advance notice.
c. **Order of Precedence.** In the event of any conflict between or among the terms of the following, the following order of precedence shall prevail: (1) this Contract; (2) the Student Code of Conduct; (3) the Housing Handbook; and (4) all other University policies.

d. **Background Checks.** University will reasonably respect the privacy of the Resident, but reserves the right to perform a background check of a Resident for any reason.

e. **Merger.** This Contract constitutes the entire contract between the parties. There are no understandings, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties.

f. **Property Loss.** PSU is not responsible for loss or damage to personal property in University Housing due to fire, theft, pests, water, interruption of water or heat or other utility services, damages caused by other Residents, or other causes. Residents are strongly encouraged to carry personal property insurance (commonly referred to as “renters insurance”) and to remove any valuable items from their Space during break periods. Any claims regarding property loss or injury will be referred to PSU Risk Management (www.pdx.edu/risk).

g. **No Commercial Uses.** Resident may not conduct commercial activities such as offering goods or services for sale to others, in University Housing, whether through in-person or on-line activity.

h. **Force Majeure.** Any failure by UHRL to perform any term or condition of this Contract as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Contract.

i. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit that arises out of or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah County, for the State of Oregon. If any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

j. **Severability.** If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

k. **Equal Opportunity.** PSU supports equal opportunity in admissions, education, employment, and use of facilities by prohibiting discrimination 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) and inquiries about this policy should be directed to PSU’s Office of Equity & Compliance, 1600 SW 4th Ave, Suite 830, 503-725-5919.

l. **Effect of Signature.** By entering this Contract, you certify that you have read all the terms and conditions of this Contract and of the Housing Handbook and agree to be bound by the terms of this Contract. This Contract may be signed by the Resident using their Advanced Preferred Name as registered with the University and Resident agrees that a Contract so signed shall be binding on Resident just as if signing under the Resident’s legal name.

m. **Parent/Guardian as Co-Signor.** This Contract may be signed electronically by the Resident if they are 17 years of age or older without a parent/guardian co-signature. If a Resident is under 17 years of age, a parent/guardian co-signature is required and the payment obligations of this Contract shall be binding on both parties.