Portland State University | University Housing and Residence Life

PROPOSED Room and Dining Contract Terms 2027 - 2028

READ CAREFULLY: THIS IS A LEGALLY BINDING CONTRACT.

Introduction

This Contract is for a Space in Portland State University's student housing. 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 Executive Director of University Housing and Residence Life (UHRL) or their designee. Make sure that you have all of your questions answered before you digitally 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 this Contract or the UHRL Standards of Residence 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 to the notice of your housing assignment within the assignment notification window;
- acknowledge that you understand that this Contract does not promise you a specific room or type of housing;
- agree to comply with all University procedures and policies for living in University Housing, including those set forth in this Contract, in UHRL's Standards of Residence, and in the PSU Student Code of Conduct; and
- authorize UHRL to use and/or 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 emails students at their 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.

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.

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.

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e. **Check-In** means the process of obtaining keys from the Broadway 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 Broadway Service Desk (or other designated location). The process for proper Check-Out is detailed on pdx.edu/housing/move.
g. **Contract Term** means the duration of the entire Contract and is further described in paragraph 4.
h. **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.
i. **First Year Experience or FYE** means a program and contract type for new, first-year students age 19 or younger on September 27, 2027 who graduated from high school less than 365 days prior to September 27, 2027.
j. **Furnished Unit or Furnished Space** means a Space that comes with a minimum of a bed, desk, dresser, and chair.
k. **Housing Portal** means pdx.edu/housing/portal
l. **Living Learning Community or LLC** means a specialized housing program or contract type located within specific Buildings. LLCs include the First Year Experience in either the Broadway or Ondine residence halls, Second Year Experience in St. Helens residence hall and overflow spaces, and the University Honors Program in Stephen Epler residence hall.
m. **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 Spring Quarter finals, or at 12:00 PM on the last day of the 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 their belongings in the assigned Space.
n. **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).
o. **Returner Registration** means the process in which current residents may register for housing for the following academic year by either renewing their same room or selecting their room.
p. **Space** means a portion of the assigned Unit or shared Unit in University Housing.
q. **Spring Prepayment** means the $140 charge that is assessed at the time of application for University Housing that will be credited to the 2028 Spring Quarter Housing charges.
r. **Standards of Residence** means the University Housing and Residence Life Standards of Residence as it may be amended from time to time.
s. **Student Code of Conduct** means the Portland State University Code of Student Conduct and Responsibility as it may be amended from time to time.
t. **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, Suite 210, Portland, OR 97201, phone 503.725.4375, email housing@pdx.edu.
u. **Unfurnished Unit** means a Housing Unit that comes with no furnishings.

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v. **Unit or Housing Unit** means any room in University Housing. A Housing Unit can be designed for single, double or triple 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.
w. **University or PSU** means Portland State University.
x. **University Housing** means all Buildings, offices, staff, and equipment related to housing provided by Portland State University.

3. **General**
   a. **Application Fee and Spring Prepayment**. Resident shall pay a $50 non-refundable application fee along with a $140 Spring Prepayment. UHRL will refund the $140 Spring Prepayment only if Resident emails housing@pdx.edu with written notice of Contract cancellation on or before May 1, 2027. Cancellations after May 1, 2027 will not receive a refund of the Spring Prepayment. Students with active Contracts during Spring 2028 will have Spring Quarter charges reduced by $140.
   b. **Binding Upon Electronic Signature**. This Contract is binding upon electronic signature. 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 dining plan type when completing their University Housing application will be assigned to Dining Plan 15.

4. **Contract Term.** This Contract is an agreement that you will live in University Housing for the entire 2027-2028 Academic Year. Regardless of the assigned Check-In date, the term of this Contract begins at 9:00 a.m. on September 23, 2027, or upon Occupancy, whichever occurs first, and continues through 12:00 p.m. on June 10, 2028. Residents are responsible for leaving when the Contract ends. Residents who arrive before September 23, 2027 must be pre-approved by UHRL and pay applicable early arrival charges. For Residents with continued Occupancy from the preceding Summer Quarter, the Contract Term begins on August 29, 2027.

5. **Rates, Billing and Payment; Prorated Charges**
   a. Resident agrees to pay the University for UHRL charges as stated on the UHRL Rate Sheet for the Space to which Resident is assigned. Resident further agrees to pay the University for Contract cancellation if Resident cancels this Contract after accepting a Space assignment (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. Housing Rates can be found online at pdx.edu/housing/rates.
   b. 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.
   c. Charges for policy violations, damages, improper checkouts, and contractual noncompliance will be assessed to Resident according to the published Housing Rates webpage pdx.edu/housing/rates. Resident agrees to pay fees assessed, subject to their right to appeal a charge (see paragraph 17 below).

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d. **Interest and Collection Costs**. Resident agrees to pay Portland State University for housing charges as indicated on the current rate sheet, as well as student account late fees, reasonable costs of collecting a delinquent account, and legal fees.
e. **Prorates**. For the purpose of calculating nightly prorated University Housing charges and cancellation 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 or Checks-In during the last two weeks of an Academic Quarter, the Resident will be assessed daily, prorated University Housing charges for the vacation break period between Academic Quarters.

6. **Dining Plan**
   a. **FYE Residents**. All FYE students, including those in the Honors Community, agree to purchase a residential dining plan and to pay the published charges for that plan. Information about dining plans can be found online at pdx.edu/housing/dining.
   b. **All Other Residents**. All Residents who are not in the FYE program may purchase a dining plan through PSU Eats. More information can be found online at dineoncampus.com/PSU. Dining Plans purchased directly through PSU Eats are not part of this Contract and separate cancellation and refund policies may apply.
   c. **Dining Plan Cancellation**. Dining plans for FYE Residents may be cancelled before the third Academic Week of each Academic Quarter if the Resident fails to Check-In to University Housing or if the Resident Checks-Out of University Housing within the first two Academic Weeks of that Academic Quarter and withdraws from the University. If Resident does not Check-In or cancels this Contract, withdraws and Checks-Out before or during the first Academic Week of any Academic Quarter, Resident will receive a refund of their dining plan charges for that Quarter of 80% of the published price. If Resident cancels this Contract, withdraws and Checks-Out during the second Academic Week of any Academic Quarter, Resident will receive a refund of their dining plan charges for that Quarter of 70% 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 or Check-out after the second Academic Week of any Academic Quarter.

7. **Right to Occupy.** This Contract is for an assigned Space in University Housing and not for a specific accommodation, Unit or Building. It is UHRL's agreement to provide Resident with access to a Space in University Housing for residential purposes, 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 or license and does not create any property interest or tenancy rights in any Building or in any particular Unit or Space.

8. **Right 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 contractual right to occupy a Unit or Space to anyone. Resident may not solicit roommates on public forums or social media.

9. **Eligibility.**
   a. **General**. Residents must maintain eligibility during the Contract Term. To be eligible, individuals must be admitted and enrolled at PSU and must either be (i) actively pursuing a

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degree or (ii) actively pursuing post-baccalaureate study. Residents enrolled for post-baccalaureate study or who are pursuing a certificate program from PSU 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. Additional eligibility requirements are 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 for eight credit hours.
c. **Disciplinary Eligibility**. Residents 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 Year 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 due to PSU in excess of $100. UHRL may deny University Housing to any Resident with an outstanding balance over $100 or with a University Registration 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. Resident will be responsible for payment of contract cancellation fees.
e. **Sex Offender Registrants and Felony and Serious Crimes.** Individuals must notify UHRL in their application or in writing to housing@pdx.edu, if any of the following circumstances below apply. In addition, individuals who are already in residence in UHRL have a continuing duty to notify UHRL in writing to housing@pdx.edu if any of the following circumstances below apply:
    i. are required to register as a sex offender; or
    ii. have been convicted of any felony or any of the following crimes: 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; or
    iii. have been charged and are awaiting the outcome of the judicial process for any felony or any of the following crimes: 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; or
    iv. have an active warrant for their arrest.

    Applicants for housing must submit to a background check and disclose this information by completing a Consent to Background Check and Release of Liability form. With respect to applicants for housing, PSU will review the circumstances and will notify the applicant whether they are eligible to live in University Housing. For persons already residing in housing, UHRL will evaluate the circumstances and determine continued eligibility to live

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in housing and/or whether to refer the conduct to the Dean of Student Life to evaluate if Student Code of Conduct charges are appropriate. 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 their eligibility to live in University Housing. 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.
h. UHRL reserves the right to deny a Contract and/or to cancel a Contract with anyone who fails to meet eligibility standards or who, in the judgment of UHRL, represents a threat to the health or safety to themselves, University students, employees, or other University constituents.

10. **Assignment of Space—Process**
    a. UHRL will email Resident an assignment notification. 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 UHRL their response to the assignment notification (through the UHRL Housing Portal or email) on or before the response deadline outlined in the assignment notification or UHRL will cancel their Contract.
    c. Current Residents participating in Returner Registration will confirm their assignment during the Renewal or Room Selection process and will not receive an additional assignment notification.
    d. **Contract Reactivation**. A Resident who has allowed their Contract to be cancelled because they did not respond to an assignment notification or because they declined an assignment (typically for the purpose of receiving a new assignment) is eligible to reactivate the Contract provided that they meet other eligibility requirements of University Housing. For reactivation, Resident agrees to pay a $50 reactivation fee and to pay a new Spring Prepayment of $140 if the Spring Prepayment was 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 Resident's preferences, UHRL's 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. Residents with FYE Contracts are eligible to live only in Buildings with FYE programs. FYE Residents admitted to the University Honors Program may be eligible to be in the Honors Community subject to Space availability. Once an FYE contract has begun, the Resident must reside in an FYE Community for the entire Academic Year.

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c. New, first-year college students age 20 or older at the start of Fall term or students who graduated high school more than 365 days prior to the first day of Fall term, will be assigned to a Space typically reserved for transfer and continuing students.
d. 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 (DRC). Assignment accommodation requests are processed in the order received and reasonable accommodation requests are generally received at least 60 days prior to the start of the term. Students can contact the DRC at drc@pdx.edu or 503-725-4150.
e. UHRL may cancel this Contract and not assign Resident to a Space for reasons including: not meeting eligibility requirements; incomplete application information; and/or failure by Resident to respond to requests for additional information (in which case Resident may be able to reactivate the Contract as set out in 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 notify UHRL of their late arrival prior to the day they are scheduled to Check-In. If Resident fails to Check-In, or fails to notify UHRL of a late check-in, Resident will forfeit their Space and be billed for the full term's charges. A request for reactivation or reassignment is subject to Space availability.
    b. **Vacancy in Furnished Doubles**. If a Space vacancy occurs in a Furnished Double Unit, UHRL may in its sole discretion:
        i. assign another Resident to the vacant Space. The remaining Resident must make the vacant Space and all its furnishings available for a new Resident to move in at any time. The furnishings must be arranged with the beds in the bedroom area (if applicable). UHRL may assess a $100 Consolidation fee if the Unit is not prepared for a new occupant, and may convert the Unit to a single and charge the remaining resident the single occupancy rate;
        ii. reassign the remaining Resident to a different Space; or
        iii. upon the remaining Resident's request and agreement to pay for the Unit at the single occupancy rate, and with UHRL approval based on anticipated future occupancy needs, treat the Unit as a single Space (UHRL will charge the Resident the single rate beginning on the date UHRL approves their request).
    c. **Vacancy in Unfurnished Units.** UHRL does not assign roommates to Unfurnished Units.
    d. **Room Transfer Requests**. Transfer requests are available on a first-come, first-served basis and depend on Space availability. Residents may transfer Spaces one time per Academic Year with no transfer fee. Residents may be charged a $100 fee for each additional transfer per Academic Year. All room transfers must be approved by UHRL. Transferring without UHRL approval may result in a conduct violation, a lock change, an improper check-out fee of up to $100, and extra housing charges. See room transfer webpage for details pdx.edu/housing/room-transfers.
    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 or Building at any time during the Contract Term. As necessary, UHRL may enact a Consolidation Process in order to consolidate vacancies and maximize space availability. In the event of

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a shortage in University Housing, or in the event of a national or regional emergency, UHRL may alter 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 for any reason, moving a Living Learning Community, 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 or a facility emergency and UHRL assigns Resident to a Space in University Place Hotel, the Resident remains a UHRL Resident under this Contract. However, Resident may also be required to abide by additional conduct requirements of the University Place Hotel.

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

a. Resident agrees to follow all Check-In, Check-Out, and cancellation processes set forth in this Contract and on pdx.edu/housing/move. Residents must report any room damages within 48 hours of moving in. Failure to follow procedures may result in additional charges or fines.

b. A Resident who cancels this Contract prior to the end of the Contract Term agrees to pay any applicable cancellation fees and submit a Contract Cancellation Request Form via the Housing Portal prior to check out. Failure to submit a Contract Cancellation Request Form will result in an improper cancellation charge.

c. Resident must follow the Check-Out procedures outlined on pdx.edu/housing/move and return all UHRL-issued keys upon scheduled Check-Out. Keys must be returned by the resident to the Broadway Service Desk during desk hours or to the Express Check-Out drop-box when the Broadway Service Desk is closed. UHRL will charge Residents who do not follow Check-Out procedures an improper checkout fee and a lock change fee will apply if room key is not returned.

d. Items left in rooms or common areas following Check-Out or any Contract cancellation will immediately be considered abandoned property. 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. If you have a roommate, both residents may be charged for trash, abandoned items, or damaged property beyond normal wear and tear that were not previously reported, or fees may be charged solely to the last resident living in the unit.

14. **Contract Cancellation - By University**

a. This Contract may be cancelled at any time by the University. At University's discretion, University may cancel this Contract beginning the next Academic Quarter or immediately upon receiving information demonstrating any of the following circumstances, subject to any rights of Resident to receive a hearing under the Standards of Residence 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;

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iii. Resident does not meet, or fails to continue to meet, Contract eligibility requirements;
iv. Resident commits serious or repeated Standards of Residence or Student Code of Conduct violations;
v. Resident is required to move out of University Housing as a result of a disciplinary decision made under the Student Code of Conduct or Standards of Residence;
vi. UHRL has reasonable cause to believe that Resident poses an immediate threat to themself, 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;
vii. Resident is dismissed, suspended or expelled from the University;
viii. Resident has breached any terms and conditions of this Contract; or
ix. Resident appears to have vacated the unit permanently but without notice to UHRL.

b. When UHRL cancels a Contract, Resident will be charged the cancellation fee described in paragraph 15. Under some limited circumstances, Resident 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 by the University because of violations of the Student Code of Conduct or Standards of Residence, or if Resident moves out and doesn't provide a cancellation reason, Resident will be subject to the charges associated with an unapproved cancellation.
d. Appeals of disciplinary or academic decisions that result in a Resident no longer being eligible to live in University Housing will not delay contract cancellation by UHRL.

15. **Contract Cancellation - By Resident**
    a. **General**. Failure to cancel the Contract by the time or in the manner required by this Contract may result in additional charges to Resident. Resident agrees to pay the applicable Contract cancellation fees below. All Contract cancellations must be from Resident either in writing and delivered to housing@pdx.edu or requested via the Housing Portal.
    b. **Spring Prepayment**. Residents who cancel this Contract on or before May 1, 2027 will receive a refund of the $140 Spring Prepayment. Residents who cancel this Contract after May 1, 2027 will not receive a refund of the $140 Spring Prepayment. Residents who have not received an assignment notification by September 1, 2027 due to no available housing, may request a refund of the Spring Prepayment.
    c. **Cancellation Prior to Accepting an Assignment**. Residents who cancel this Contract prior to acceptance of the Space assignment are not responsible to pay Contract cancellation fees.
    d. **Cancellation After Accepting an Assignment but Prior to Check-In Date**. Residents who cancel this Contract after accepting their Space assignment, but before their Check-In date, may be responsible for payment of a cancellation fee; the fee is dependent upon their cancellation date and future enrollment status at the University.

        i. ***Residents Enrolled for Fall Quarter***. Residents enrolled at PSU for Fall Quarter who provide written notice of cancellation to UHRL after June 15, 2027, and after accepting a Space assignment, agree to pay the following cancellation fees:

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Cancellation Dates	Amount per day	Number of terms	Total Charged
June 16, 2027 through August 31, 2027	$11	1	$847
September 1, 2027 through September 22, 2027	$11	2	$1,694
After September 22, 2027	N/A	N/A	Full Fall Quarter Charges

ii. ***Residents Not Enrolled for Fall Quarter***. Residents not enrolled at PSU for Fall Quarter who provide written notice of cancellation to UHRL after June 15, 2027, and after accepting a Space assignment, agree to pay the following cancellation fees (subject to UHRL verification of enrollment status):

Cancellation Dates	Amount per day	Number of terms	Total Charged
June 16, 2027 through August 31, 2027	$5.50	1	$423
September 1, 2027 through September 22, 2027	$5.50	2	$847
After September 22, 2027	N/A	N/A	Full Fall Quarter Charges

iii. ***Residents Enrolled for Winter Quarter***. Residents enrolled at PSU for Winter Quarter who provide written notice of cancellation to UHRL after November 19, 2027, and after accepting a Space assignment, agree to pay the following cancellation fees:

Cancellation Dates	Amount per day	Number of terms	Total Charged
November 20, 2027 through December 3, 2027	$11	1	$847
December 4, 2027 through December 31, 2027	$11	2	$1,694
After December 31	N/A	N/A	Full Winter Quarter Charges

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iv. ***Residents Not Enrolled for Winter Quarter***. Residents not enrolled at PSU for Winter Quarter who provide written notice of cancellation to UHRL after November 19, 2027, and after accepting a Space assignment, agree to pay the following cancellation fees (subject to UHRL verification of enrollment status):

Cancellation Dates	Amount per day	Number of terms	Total Charged
November 20, 2027 through December 3, 2027	$5.50	1	$423
December 4, 2027 through December 31, 2027	$5.50	2	$847
After December 31, 2027	N/A	N/A	Full Winter Quarter Charges

v. ***Residents Enrolled for Spring Quarter***. Residents enrolled at PSU for Spring Quarter who provide written notice of cancellation to UHRL after February 25, 2028, and after accepting a Space assignment, agree to pay the following cancellation fees:

Cancellation Dates	Amount per day	Number of terms	Total Charged
February 26, 2028 through March 24, 2028	$11	1	$847
After March 24, 2028	N/A	N/A	Full Spring Quarter Charges

vi. ***Residents Not Enrolled for Spring Quarter***. Residents not enrolled at PSU for Spring Quarter who provide written notice of cancellation to UHRL after February 25, 2028, and after accepting a Space assignment, agree to pay the following cancellation fees (subject to UHRL verification of enrollment status):

Cancellation Dates	Amount per day	Number of terms	Total Charged
February 26, 2028 through March 24, 2028	$5.50	1	$423
After March 24, 2028	N/A	N/A	Full Spring Quarter Charges

e. **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

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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 agrees to pay the Contract cancellation fees for unapproved cancellations outlined below. 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.

ii. ***Contract Cancellation Request Form Required.*** A Contract cancellation must be accompanied by a completed and approved Contract Cancellation Request Form via the Housing Portal to avoid improper cancellation charges.

iii. ***Cancellation Fees for Check-Outs Prior to or During the First Four Academic Weeks.*** For cancellation during this time period, where the Resident has checked in and 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. A Contract Cancellation Request Form 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 but not for the subsequent Academic Quarter.

iv. ***Cancellation Fees for Check-Outs Between the Fifth Academic Week and Finals Week.*** For cancellation during this time period, where the Resident has checked in and 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. Resident must vacate by the published Check-Out date for that Academic Quarter.

f. 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 a Contract cancellation fee. Residents must strictly comply with the timelines and processes 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 participating in a University-supported study abroad program, co-op, or internship outside the greater Portland area;
4. Resident is called to active military duty; or
5. Resident withdraws from the University.

ii. ***Process.*** A Resident cancelling the Contract for one of the reasons listed above must submit a Contract Cancellation Request Form via the Housing Portal. A

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Resident who submits a Contract Cancellation Request Form by the close of business on Friday of Week 8 of the then-current Academic Quarter and who properly Checks-Out of University housing by the published Check-Out date will incur no additional Contract cancellation fees. 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 submit a Contract Cancellation Request Form by the Friday of Week 8 of the Academic Quarter agree to pay the cancellation fee set out below.

1. A Resident who submits their Contract Cancellation Request Form during the last two 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 plus the pro-rated daily fee for the number of nights of Occupancy during the vacation break. The Resident must Check-Out before the conclusion of the vacation break or they must 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 must pay retroactive Housing charges. Resident may reactivate the Contract, accept a new University Housing assignment, and Check-In to their new Space.
4. Where cancellation is because of call to active military duty, Resident must file a Contract Cancellation Request Form with UHRL and provide documentation of call to duty letter within one calendar week of receiving their orders whenever practicable. UHRL will prorate University Housing charges for each night of Occupancy prior to Check-Out. Resident will have no obligation for cancellation fees.

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

a. **General**. In limited circumstances, UHRL may, in its sole discretion, release a Resident from their obligation to pay cancellation fees. A Resident may ask to be released from paying cancellation fees by submitting a UHRL Contract & Charge Petition with UHRL following the process below. Petitions must demonstrate that the Resident has experienced a change in family status, or a change in medical or financial circumstances beyond their control and that those circumstances affect their ability to live in University Housing. Successful petitions tend to show a change in circumstances that occurred between the date this Contract became binding and the date of cancellation or Check-Out.

b. **Change of Circumstance—Medical**. Petitions may be approved in cases where the resident has significant, unforeseen medical needs that cannot be accommodated by relocating the Resident within University Housing. Resident is encouraged to submit

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information from a medical professional explaining how the Resident cannot be supported in University Housing and what has changed since the Contract became active. The documents do not need to outline specific medical information such as diagnosis. 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 earnings, 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. **Change of Circumstance—Family**. Petitions may be approved in cases where the resident has a change in family status including childbirth, adoption, marriage, domestic partnership, or other qualifying event. Resident must provide documentation which may include but is not limited to a doctor's note, approved adoption paperwork, marriage license or registered domestic partnership from a state or municipality.
e. **Process**. Petitions must be submitted no later than 365 days following the date that UHRL posted the cancellation fee to the Resident's student account. Residents must submit a UHRL Contract & Charge Petition form and any supporting documentation via the Housing Portal. Petitions will be decided by the Executive Director of UHRL or designee who may approve or deny the petition in whole or in part. Residents may appeal the Executive Director's decision to the Appeal Board within 14 days of the Executive Director's decision. The decision of the Appeal Board is final.

17. **Petition of Housing Fees.** A Resident may petition a UHRL fine or fee assessed to their student account (such as damage fees or improper Check-Out fees) where the Resident believes such fees are incorrect or wrongly imposed. Petitions must be submitted within 1 year following the date that UHRL posted the charge to the Resident's student account. Residents must submit a UHRL Contract & Charge Petition form and any supporting documentation to UHRL. Housing fee petitions will be decided by the UHRL Accounts Coordinator who will determine if the fees were correctly assessed. The Accounts Coordinator may approve or deny the petition. The decision of the Accounts Coordinator is final.

18. **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 is a violation of this Contract and any Resident found responsible for such conduct will be charged for the full single rate of the Unit from the date their roommate vacates or the University may cancel Resident's Contract for disciplinary violations**.**
    b. Resident agrees to abide by all PSU and UHRL policies. Without excluding applicability of any other policies, some PSU policies that Residents should be particularly aware of

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include the UHRL Standards of Residence, 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*, pdx.edu/policies).

c. Any violation of this Contract may subject Resident to disciplinary action under the Standards of Residence or under the Student Code of Conduct or both.
d. 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.
e. Residents must immediately report to UHRL any need for repairs of their Space or within their Unit.
f. UHRL reserves the right to remove any item in a Space that does not conform to University policies or is not permitted under the Standards of Residence. UHRL reserves the right to approve or limit any electrical or other device to protect the health and/or welfare of others.

19. **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, University or community events, or commercial activity). University will make repairs and take reasonable steps to keep the Unit in a fit and habitable condition during the Contract Term. University will provide a stove and refrigerator or mini-fridge in all units with a kitchen or kitchenette. Some kitchens/kitchenettes may also have an oven in addition to the stove.

20. **No Commercial Uses.** Conducting any business or commercial enterprise is prohibited in University Housing. Accordingly, Resident may not conduct commercial activities such as offering goods or services for sale to others, in University Housing, whether through in-person or online activity.

21. **Keys and Locks.** UHRL will issue keys to the Resident. Residents are required to acquire a PSU ID Card. Resident may not loan any key or PSU ID Card to anyone nor may Resident make duplicates of keys or PSU ID Card for any reason. The installation or use of any unauthorized lock by Resident is prohibited. Resident will be assessed a charge as stated on the UHRL Rate Sheet for a lock-out or lock change if keys are lost or stolen, or Resident fails to return the originally issued keys upon Check-Out. In the event of a resident's request for lock service during non-business hours, the resident may be charged for overtime labor and travel time.

22. **Safety, Security, and Health.** 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. All residents should be aware of the potential dangers of communicable diseases spreading in any area of high population density such as a residence hall. Residents should inform a staff member of any suspected or actual cases of contagious diseases such as hepatitis, meningitis, or chicken pox.

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23. **Fire Safety.** Resident is responsible for testing smoke detectors when they move in, followed by every six months in the Unit, and for reporting defective detectors. Tampering with or disabling smoke detectors is prohibited and is a violation of the State of Oregon fire codes. Fire extinguishers must not be removed from their hangers except for use in the case of fire. Resident agrees to participate in fire drills. Resident agrees to report immediately any known, expended extinguisher to UHRL for replacement. In the event of a fire in the Unit or the Building, and if it can be done without jeopardizing the safety of the Resident, Resident must notify the Fire Department by calling 9-1-1 and/or the PSU Campus Public Safety Office at 503-725-5911.

24. **Windows, Walls, and Roofs.** No one is allowed on roofs, sides of, or on outside ledges of University Housing. No one may sit on window sills or extend any part of their body outside of windows. Nothing is to be thrown, dropped, or spilled from roofs, ledges, or windows, and nothing is to be thrown at windows or through doorways. For aesthetic and safety reasons, Residents are prohibited from placing, displaying or suspending items from sides of Buildings or in windows (such as banners, clothing, signs, etcetera), including on window sills. Removal of any screen or window limiter from a Resident's Unit or a common area of University Housing is prohibited.

25. **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. health and safety reasons, sanitation, or security;
        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.
    c. UHRL may require a resident to prepare their room/unit for a facilities upgrade. If a resident fails to prepare the room/unit adequately, UHRL may prepare the room/unit in order for the work to be completed. Maintenance staff will not be responsible for loss and/or damage to resident's personal property during the preparation.

26. **Assumption of Liability for Losses Damage**
    a. Resident assumes liability for damage resulting from action by Resident, Resident's guests, and animals, as well as for losses incurred by Resident or confirmed 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 student account. Charges for damages will be based on repair

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(parts and labor) or replacement costs to restore the room or building to its approximate original condition. 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. If a Space vacancy occurs in a double unit, the remaining resident must report any damages to the room by emailing housing@pdx.edu within three business days. Any damages not reported to UHRL may result in damage charges billed to the remaining resident upon move-out. With respect to common area damages (such as lounges, laundry 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 Residents of the Building or floor community.

d. All repairs to the facilities must be performed by Housing personnel and work orders can be submitted in the Housing Portal.

27. **Vacation Breaks; Viking Days.** University Housing will be open during all vacation breaks (as defined by the University) during the Contract Term and at no extra charge to Residents with active contracts. Residents may leave their belongings in their Space as long as this Contract has not been cancelled. University Housing will be open three or four days immediately prior to the Fall Quarter for Viking Days at no additional charge to Resident.

28. **Family**
    a. University Housing is for PSU students and this Contract is for the individual Resident only. Family members including children, spouses, and domestic partners are not permitted to reside with Resident. If Resident and spouse/partner are both PSU students eligible for University Housing, then both individuals must submit a University Housing Contract and each Resident is responsible for their own Contract, payment, and maintaining eligibility status. For questions, contact UHRL.
    b. If Resident has a child, spouse, or partner who will not be living with them, Resident must provide documentation to UHRL demonstrating that their family member has alternative housing.
    c. Family members or other unauthorized persons found residing in Resident's Space/Unit is a violation of Contract and may subject Resident to a fine, contract cancellation and/or disciplinary action.
    d. If Resident's family status changes due to childbirth, adoption, marriage, domestic partnership, or other qualifying event, Resident must submit a Contract Cancellation Request Form and follow cancellation policies outlined in section 15.

29. **Caregivers.** UHRL permits approved caregivers to have access to a Resident's Unit where the Resident needs a caregiver to aid Resident in their personal care. Prior to allowing access to their Unit, Resident must submit a completed Caregiver Form and include any documentation as may be required by UHRL and receive UHRL approval. Upon approval, UHRL will provide access for approved caregivers who may enter the Building and Unit only during pre-approved days and times except in case of emergency. For extended care needs, an accommodation request from the Disability Resource Center is required.

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30. **Care of Service and Support Animals.** Support animals must be registered and approved by the Disability Resource Center prior to moving in and may be subject to a 10-day waiting period upon approval. Residents with service animals or an approved support animal 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 Disability Resource Center.

31. **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, suites), the Resident who has a guest must first obtain consent from all other Residents 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 (housing@pdx.edu) prior to the guest's visit. Guests must be accompanied by Resident at all times.

32. **Lead Paint Disclosure.** Under a federal law known as the Residential Lead-Based Paint Hazard Reduction Act, the University must provide disclosures concerning the existence of lead-based paint hazards to certain Residents living in University housing built before 1978. Disclosure of any lead-based paint hazards is not required for Residents assigned to housing in the Broadway, Blumel, and Epler residence halls because these buildings were constructed after 1977. Single room dormitories and studio apartments, wherever located, are also excluded from the disclosures required under the Act.

    The following disclosure pertains only to Residents who are assigned housing in 1-bedroom units in St. Helen's, and to the staff apartments in Ondine residence hall.

    DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

    Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

    Known lead-based paint and/or lead-based paint hazards are present in the following housing:
    St. Helen's Residence Hall: Walls, doors, and trim paint

    Records and other information of lead-based paint and/or lead-based paint hazards can be obtained by visiting pdx.edu/housing/housing-environmental-health-safety. The University is not aware of any other reports or records pertaining to lead-based paint or to lead-based paint hazards in Ondine Residence Hall. Residents with questions about lead-based paint in University Housing may contact UHRL at housing@pdx.edu or Environmental Health & Safety at ehs-group@pdx.edu. Visit the U.S. Environmental Protection Agency (EPA) Protect Your Family from Lead in Your Home pamphlet for more information.

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33. **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 Executive Director of UHRL or their designee.

b. **Changes to Contract**. UHRL reserves the right to make changes to the Contract, including Space/Unit rates and other fees, and to the Standards of Residence 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 Standards of Residence; 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.

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 any term of this Contract shall bind either party unless in writing and agreed to 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 any extended absence. Any claims regarding property loss or injury will be referred to PSU Risk Management (pdx.edu/risk).

g. **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.

h. **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.

i. **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.

j. **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.

k. **Effect of Signature**. By entering this Contract, you certify that you have read all the Terms and Conditions of this Contract and of the Standards of Residence and agree to be bound

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by the terms of this Contract. This Contract may be entered into by Resident using their advanced preferred first 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.

l. **Parent/Guardian as Co-Signer**. 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.

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