

Oregon State University - Cascades | Housing & Dining Services

Summer Session 2019 Room and Dining Contract

Final version posted April 11, 2019

Introduction: Please read this Contract carefully. It is a legally binding Contract, and contains important information. You may not alter this Contract in any way without written agreement from the OSU-Cascades Director of Student Success. The Contract is for a space in a Housing & Dining Services ("HDS") facility and not for a particular room or type of housing. By signing this Contract, you agree to accept your residence assignment, and understand this assignment may change. Once you move personal belongings into your room, you are considered to have taken occupancy ("Occupancy") and will incur charges. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this Contract and in the HDS publication *Student Policy and Information Guide for OSU-Cascades*, to be considerate of other residents and to respect the rights of others at all times. The *Student Policy and Information Guide* may be found at: osucascades.edu/uahds/rates-policies/uahds-policy-guide, as well as in paper form when requested at the OSU-Cascades Housing Office.

1. Make sure you have all of your questions answered before you sign and submit the Contract form. Remember, ignorance of the law (and this Contract) is not a viable justification for failure to comply with all Terms and Conditions of the Contract.
2. If you have any doubt about the meaning of any specific provisions of the Contract, or require an alternative format, please contact the HDS Office at 541-322-3177 or via email at housing@osucascades.edu.
3. HDS uses email as the primary method of communication regarding housing contract matters. Once a student applies for housing, the default email address used for all correspondence will be the student's OSU Network ID (ONID), which is the official Oregon State email account. Students are responsible for frequently checking their Oregon State email account. HDS is not responsible for email messages that are not received by the student.

Terms and Conditions

1. General Conditions:

- a. Resident eligibility is outlined below in Section 2. Eligibility is subject to the terms and conditions noted within this Contract as well as all current rules, regulations, procedures and responsibilities that apply to individual residents, including but not limited to those within the Oregon State University ("OSU") undergraduate and graduate catalogs, OSU Standards and Policies regarding Student Conduct, including the Student Conduct Code, (available online at studentlife.oregonstate.edu/studentconduct/), Student Handbooks, and the HDS *Student Policy and Information Guide*. In the event of any conflict among the foregoing, the Terms and Conditions of this Contract are controlling.
- b. This Contract is personal to the Resident ("student") and is not transferable by the Resident. Notwithstanding the foregoing, if a parent or guardian has signed this Contract in addition to the Resident, the Contract will be binding on both parties.
- c. **If you have ever been convicted of a felony or any crime involving drugs, alcohol or a weapon, or if you are required to register as a sex offender, you must disclose the conviction via e-mail to HDS by emailing studentassistance@osucascades.edu as part of the application process. Your failure to provide complete, accurate and truthful information will be grounds to revoke or deny your application. Your disclosure will not necessarily preclude your application from being accepted. OSU will review the circumstances of the conviction and determine whether your application to live in HDS facilities will be accepted.**
- d. **This Contract may be signed electronically by the Resident if they are 18 years of age or older without a parent/guardian co-signature. If a Resident is under 18 years of age, a parent/guardian co-signature is required.**
- e. With the exception of second year and above students, all residential contracts include a Room and Dining Plan package. **There is no room-only option.** A Resident who does not indicate a room and/or meal plan type when completing the online application will be assigned based on space availability and will be defaulted into Cascades Dining Plan #4.
- f. OSU, in compliance with applicable state and federal laws and regulations, does not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sexual orientation, or veteran status in any of its policies, procedures, or practices.
- g. **Applicants and Residents with qualifying disabilities have the right to request reasonable accommodations or modifications. Requests for accommodations can be made as part of the housing application process via MyUHDS: osucascades.edu/uahds/myuhds.**
- h. By entering into this Contract, you agree that HDS may use and/or release your OSU ID photo, for housing and dining purposes, within HDS or to any person determined by HDS to have a legitimate need for that photo, including without limitation the verification of your identity in connection with HDS services.

2. Eligibility: To be eligible for residence in on-campus housing, individuals must be admitted to and enrolled in Oregon State University Cascades ("OSU-Cascades") and actively pursuing a degree, a University-affiliated program, or dually admitted to and enrolled in Central Oregon Community College ("COCC") and OSU-Cascades. The Resident shall be deemed in breach of this Contract if they are no longer registered for classes at OSU-Cascades or at COCC if the Resident is dually-enrolled.

3. Term: The term of this Contract is for Summer Session 2019, defined as beginning with the start of the first session the Resident is enrolled in summer classes, or upon Occupancy, whichever occurs first, through the end of summer session. The maximum duration of Summer Session is June 16, 2019 – September 6, 2019. Students who do not have a signed contract with HDS for 2019-2020 will not be able to stay past September 6, 2019. Students who do have a signed contract with HDS for 2019-2020 will be able to transition to their 2019-2020 assignment on September 13, 2019 and this contract remains active through the official fall move in date of September 22, 2019.

4. Assignment of Space:

- a. This Contract is for an assigned space in a residence hall and not for a specific room or bed. This Contract is not a lease agreement.
- b. HDS accommodates resident housing preferences when possible, but does not guarantee assignments based on preferences.
- c. The Resident is required to pay the published or officially announced rate for the single, double, or triple space that is assigned. Specific rate information is available on our website: osucascades.edu/uahds/housing-options/summer-session-housing.

- d. The University reserves the right to reassign Residents to another room or residence, or change the occupancy configuration of a room, at any time during the term of this Contract. Examples of circumstances requiring reassignments include, but are not limited to: consolidating space, conserving energy, protecting the welfare of residents, closing part or all of a residence, utilizing an ADA designated space for an ADA room accommodation, or other maintenance, economic, behavioral, or safety reasons.
- e. **Failure to receive an assignment notification by email does not cancel the Contract.** Assignment to a residence hall is contingent upon the University's final acceptance of your admission as a student and on the availability of space.
- f. Assignments may be based on previous behavior or conduct issues.
- g. Acceptance of this Contract by HDS does not confirm admission to the University.
- h. The University reserves the right to refuse any application to live in University residence halls.
- i. Animals are not permitted in residence halls, except as authorized under the OSU Service & Assistance Animal Policy: accessibility.oregonstate.edu/serviceanimalpolicy#serviceanimals.
5. **Occupancy:** Occupancy means that the Resident has received access for a specified room and/or has moved personal belongings into the room (whichever occurs first). Occupancy is for the Term of the Contract, and ends 24 hours after the Resident completes finals, or at 5:00 PM on the last day of the term, whichever is earlier. Residents who are enrolled in Fall 2019 classes and have an active signed contract with HDS for 2019-2020 are allowed to remain in their summer assignment through the end of the summer session on September 6, 2019, until they transition to their Fall 2019 assignment the afternoon of September 6, 2019. Residents who want to maintain occupancy in their 2019-2020 assignment from September 7, 2019, to September 22, 2019, must sign up with HDS and pay a \$22 per day early arrival fee. Written authorization to the Housing Manager is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or their belongings. Residents will be assessed charges for the entire Term of this Contract.
6. **Cancellation of Contract by Resident: All contract cancellations must be in writing from the Resident, and delivered to Housing@osucascades.edu from the Resident's ONID account in order to be effective.**
- a. **Summer Session applicants who cancel after June 1, 2019 will be charged a \$500.00 Cancellation Fee, which will be applied to the Resident's University account.** Contracts received after June 1st will have 1 week within notification of assignment to cancel without being subjected to the \$500 Cancellation Fee.
- b. **After the relevant cancellation deadline, upon Resident petition via Petition for Financial Appeal accessible at uhsd.link/myuhsd, OSU may release the Resident from this Contract under limited circumstances upon receipt of a written letter requesting such extraordinary action accompanied by appropriate documentation. Contract Releases are extraordinary, are not automatic, and may be granted, with appropriate supporting documentation, only under one of the following circumstances:**
- i. The Resident is admitted but fails to register for class, or cancels registration.
 - ii. The Resident withdraws from the University, or is dismissed from the University for academic reasons during this Contract Term, unless withdrawal is the result of a disciplinary violation.
 - iii. The Resident completes their academic program and graduates from OSU-Cascades.
 - iv. The Resident is enrolled in special academic or dual-enrollment programs (such as veterinary science off-campus research, approved internships, study abroad or other exchange programs) that require them to leave campus and has provided HDS with written verification of the same from their academic department.
 - v. If, after signing the Contract, the Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control.
 - vi. The Resident has an unforeseen medical issue which requires the Resident to live off campus, as specifically documented by a licensed healthcare provider.
 - vii. The Resident provides proof of marriage, domestic partnership, or parenting, and student family housing is not available.
 - viii. The Resident transfers to the OSU Corvallis campus, OSU Distance Degree Program, or is solely taking OSU online courses, and the Resident moves more than 50 miles from the Bend campus.
7. **Contract Termination (by University):**
- a. HDS reserves the right to terminate this Contract for any of the following reasons:
- i. The Resident has not taken Occupancy of the assigned space by noon on the first day of classes, unless the HDS Office has received written notification prior to the start of the term from the student that they will be arriving late. Reassignment of late-arriving students (who do not provide written notice) will be made upon their arrival at the University, as space is available.
 - ii. The Resident does not meet Eligibility requirements.
 - iii. The Resident commits serious or repeated student conduct violations or if it is determined that the Resident poses a direct threat to their self, other residents or guests, or to residence hall, or dining center facilities. In this circumstance, a student may be asked to vacate the premises immediately pending a hearing.
 - iv. The Resident is suspended or expelled from the University for disciplinary reasons.
 - v. The Resident owes in excess of \$2200 to the University prior to fee assessment at the start of any term within the same academic year.
 - vi. The Resident is in breach of the terms and conditions of this Contract.
- b. When a Contract is terminated by HDS, the Resident may be charged the Cancellation Fee as described in Section 6 above from the time of Contract termination, unless the Resident successfully petitions for Contract release as described in Section 6(f), in which case the Resident may be released from the Contract without incurring a Cancellation Fee and may or may not incur dining plan charges.
8. **HDS Charges and Payments:**
- a. All rates are subject to the OSU Board of Trustees approval. The Board of Trustees reserves the right to change residence hall room rates, and Dining Plan rates during the Contract Term. Rates may be found on the HDS website: uhsd.oregonstate.edu/housing/summer-housing.
- b. Rates are based upon a combination of housing type, room type, and Dining Plan and are available at the HDS office and website. The Resident agrees to pay OSU-Cascades for housing charges as indicated on the current rate sheet, including reasonable costs

of collecting a delinquent account, and pay interest charges to any University account after the published due dates, at the rate of 12% per year.

- c. Housing and dining rates will not be prorated if Occupancy is taken on any day during the first week of a term or if the Resident vacates on any day during the last week of a term.
- d. Charges for each term are billed at the beginning of the term on a Resident's University Account. Contact the Cashier's Office for more information.
- e. Charges for policy violations, damages, improper checkouts, and contractual noncompliance will be assessed as detailed on the HDS *Common Residence Hall Charges* schedule found on the HDS website: osucascades.edu/uahds/rates-policies/room-and-dining-rates. Since it is impractical and extremely difficult to ascertain the amount of actual damages, this schedule represents a reasonable endeavor by the University to estimate fair average compensation for any loss that may be sustained. Resident understands and agrees to this charge schedule.

9. *Dispute of Charges and Cancellation Fees:* Any dispute over housing or dining charges or Termination or Cancellation Fees assessed to a Resident's University account pursuant to this Contract must be made in writing by the Resident. Appeal petition forms are available and should be completed at osucascades.edu/uahds/myuahds.

- a. Appeals can only be made after a charge has been assessed to the Resident's University Account, but must be submitted within 45 days of the date of the invoice for the charges.
- b. Appeals will be subject to a decision rendered by the OSU-Cascades Financial Appeals Committee.
- c. Should the Resident disagree with the decision of the Appeals Committee, they may request in writing a review by the Executive Director of HDS or their designee within 30 days of the original decision. The Executive Director's decision is final.

10. *Room Changes:* Room changes are permitted only by written permission of the Resident Director with the approval of HDS Housing Manager.

- a. Residents with approved room changes must vacate the old room and move into the new room within *48 hours* of receiving access to the new room, or they may be charged for an improper checkout and an increased rate for the room to cover liquidated damages.
- b. Residents holding two spaces (occupying the old room while not completing the move to the new room) past 48 hours may be subject to the charges associated for both spaces.
- c. Unauthorized room changes will result in an improper checkout fee and Residents may be required to move back to the original assignments. Residents who make unauthorized room changes will also be charged the room rate for both rooms until either the room change has been approved and the Resident has completed vacating the originally assigned room, or, the Resident has moved back to the originally assigned room.
- d. HDS reserves the right to restrict room changes at any time.

11. *Room Vacancies:* If a vacancy occurs in a double or triple occupancy room, the remaining Resident(s) must keep the room clean and ready for another resident to move into the room at any time, this requirement includes the common suite space as well. Definition of a "clean and ready" room may be found at: osucascades.edu/uahds/rates-policies/moving-out

- a. If a space is available in a room, HDS may assign a roommate at any time without prior notification to the remaining Residents.
- b. The room must have at least one set of all the furnishings and space available for a new resident to move in at any time.
- c. When a Resident leaves for breaks, rooms with vacancies *must* be ready for a roommate.
- d. Any room determined to not be ready for a roommate at any time will be deemed a breach of this Contract and the Resident hereby agrees to pay a fee for a higher room rate (a double-as-a-single or triple-as-double) to compensate the University for its inability to rent the room to another Resident. The Resident also agrees to immediately return the room to a state that is ready for a roommate. If the room is returned to a state that is deemed ready by HDS, the charges will be returned to the original rate from that date forward. Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as a failure to comply with the terms and conditions of this Contract and the Resident hereby agrees to pay the University reasonable compensation as described above retroactive to when the previous Resident roommate vacated the room. Additionally, failure to maintain a room in a state ready to receive a roommate, failure to accept a roommate or failure to accept reassignment to another room may result in conduct action.
- e. Residents agree not to create or maintain an unwelcoming, hostile, or intimidating environment with the intent to drive out a roommate. Violating this agreement will be considered, along with other breaches of this Contract, a disciplinary issue resulting in possible Student Conduct sanctions as well as financial responsibility for Termination and Cancellation Fees.

12. *Moving Out:*

- a. Each Resident must remove all personal belongings from their room when the Occupancy period ends or this Contract is terminated. The room must be cleaned. Remaining personal items will be considered abandoned and will be sent to OSU surplus for public auction or disposal. Residents will be charged for housing and dining until they have completed the entire move out process. More information about this process is available on our website: osucascades.edu/uahds/rates-policies/moving-out
- b. During move out, Residents may be present for an initial staff inspection of the final room condition; however, the initial inspection is informational in nature and is not the final determination of room condition. All rooms are inspected after the Resident vacates the room and this inspection may result in damage charges, regardless of whether the Resident is present at the time of inspection.
- c. The Resident agrees to cover the cost of extra custodial service to remove personal belongings or to clean the room after the Resident has vacated. The Resident agrees that the University may determine these charges in its sole discretion and the University will calculate the charges to reasonably compensate for any damages based on its Common Residence Hall Charges Sheet, located at osucascades.edu/uahds/rates-policies/room-and-dining-rates.
- d. Failure to vacate by the time and date required may result in charges calculated to reasonably compensate the University for damage incurred by the delay, in addition to prorated Room and Dining charges. The Resident agrees to pay these term charges, available on the HDS website: osucascades.edu/uahds/rates-policies/room-and-dining-rates
- e. If a Resident withdraws from OSU-Cascades and moves their belongings out, but has not completed the move out process, HDS reserves the right to reassign the room to another resident. A failure to complete the move out process may result in University-

determined charges to reasonably calculate the University's damages as set forth in the Common Residence Hall Charges Schedule, located at osucascades.edu/uahds/rates-policies/room-and-dining-rates.

13. Dining Plan Policy:

- a. All Summer Term residents will have Dining Plan 4, 5, or Exempt. Residents may choose to add money to their OSU Orange Cash at any time using Visa, MasterCard or debit card. Dining Plan changes may take as long as 72 hours to be reflected on the Resident's University account. Since OSU-Cascades is a part of OSU, any preexisting dining "roll over" funds described below are available for students to use.
- b. Dining plans are encouraged to be spent by the end of the academic term (5 PM on Friday September 6, 2019), however if a student has a positive remaining balance after this date, the funds will be "rolled over" into a plan that provides a 10% discount at the register. These "roll over" funds from Summer 2019 must be used by Friday June 12, 2020 at 5 PM. Any remaining "roll over" dining plan funds after this date will be forfeited and will not be refunded. If the student withdraws, transfers, or ends their relationship with OSU prior to June 12, 2020 the "roll over" dining funds from Summer 2019 are forfeited and will not be refunded.

14. Injury or Property Loss: The University is not responsible for loss or damage to personal property or for any injury to Resident or a guest of the Resident in HDS facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes, unless it was solely a result of the University's negligence. Residents are strongly encouraged to carry personal property or renter's insurance. Residents are also strongly encouraged to remove all valuable items from the room during break periods. Any claims regarding property loss or injury will be referred to the University Office of Risk Management.

15. Force Majeure: HDS failure 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.

16. Responsibility of Resident for the Facilities:

a. Care and maintenance of facilities:

- i. Each Resident is provided with electronic access through the Resident's OSU-Cascades student ID card and will be held responsible for loss of this device.
- ii. Residents agree to update and accept their Room Condition via osucascades.edu/uahds/myuhds within 72 hours of taking Occupancy. Any damages not declared on the Room Condition will be the responsibility of the Resident and may result in a charge upon move out.
- iii. Each Resident is financially responsible for all facilities, fixtures, and items provided for their use.
- iv. **Any damage associated with a Resident's service or assistance animal may be charged to the Resident.**
- v. Residents may be charged for cleaning of the room and for any change in the general condition of University property that is not the result of normal wear and tear.
- vi. Condition of the University property will be determined upon final inspection of the room by HDS staff.

b. Charges for loss or damage:

- i. Charges for loss or damage caused by a Resident will be assessed by HDS on the Resident's University Account, and must be paid promptly. Resident agrees in advance to the charges listed in the HDS Common Residence Hall Charges Sheet, located at osucascades.edu/uahds/rates-policies/room-and-dining-rates. Resident further agrees to pay the other charges listed in this section, which the University will calculate to reasonably compensate it for its loss.
- ii. Charges for the loss of equipment and damages or defacement of any area in common use (such as lounges, recreation rooms, corridors, bathrooms, etc.) will be assessed against the Resident(s).
- iii. Damages in common areas may be divided and charged on a pro-rated basis to each Resident in the living community.
- iv. Charges for damage, insufficient cleaning, and improper checkout during the Contract period will be billed to the Resident's University Account.

c. Painting, repair, and remodeling restricted:

- i. Residents are encouraged to personalize their rooms but are not permitted to paint, repair, or remodel their room or public areas in residence halls without prior written permission from HDS.
- ii. Furniture and mattresses are not to be moved from one room to another. A service charge will be assessed, and possible disciplinary action may be taken, if furniture is moved from other Resident rooms or public areas into a Resident's room.

17. Safety and Security: The Resident agrees to take primary responsibility for their own safety and security, and to support the safety and security of fellow residents, the buildings, and dining areas. HDS will work cooperatively with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Resident agrees to read and abide by security policies and precautions stated in the HDS publication *Student Policy and Information Guide*, and other applicable OSU safety and security publications.

18. Room Entry: Resident agrees that HDS may enter, and HDS reserves the right to enter, rooms with or without notice for reasons including, but not limited to:

- a. Provision of maintenance and custodial services.
- b. Preparation of space for a new resident.
- c. Inspection of room conditions upon vacancy of a Resident, for health and safety reasons during break periods, or for sanitation, security, or safety reasons.
- d. Elimination of nuisances.
- e. When reasonable cause exists to indicate a violation of established conduct or health and safety standards.
- f. To prevent abuse or destruction of University property.

19. Community Standards and Prohibited Items: The Resident agrees to abide by all OSU-Cascades and HDS policies and community standards, as stated in the HDS *Student Policy and Information Guide*: osucascades.edu/uahds/rates-policies/uahds-policy-guide and in the *OSU Student Conduct Regulations* studentlife.oregonstate.edu/studentconduct/. Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.

20. **Exceptions to Contract Terms and Conditions:** Only the OSU-Cascades Director of Student Success or their designee are authorized to modify the TERMS AND CONDITIONS of this Contract and any modifications must be done in writing to be valid. Resident Assistants (RAs), and Professional Residential Education staff are not authorized to modify these TERMS AND CONDITIONS.
 21. **Applicable Law:** This Contract is governed by and shall be construed in accordance with the laws of the State of Oregon, without regard to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Resident that arises out of or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon.
 22. **Severability:** The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.
 23. **Effect of Signature:** By entering this Contract, you certify that you have read all the terms and conditions of the Housing and Dining Services Summer 2019 Room and Dining Contract and agree to the terms stated therein.
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**RESIDENT COPY
DO NOT SIGN THIS COPY**

KEEP FOR YOUR RECORDS

Residential Copy