



Office of Housing and Residence Life Housing Contract Terms and Conditions, 2011-2012

Welcome to Housing and Residence Life at the Oregon Institute of Technology. Housing and Residence Life strives to build an on-campus community that promotes academic success and fosters personal growth. The Residence Life program is designed to augment the formal experience of the classroom and laboratory, while providing opportunities for residents to meet others from diverse backgrounds and cultures, and to develop a sense of community within the Residence Halls. The Housing and Residence Life staff takes great pride in their work and are committed to assist residents in their academic and personal pursuits.

Housing and Residence Life is pleased to offer you this Housing Contract. Please read it carefully and thoroughly before you sign and submit it, as it is a legally binding contract that contains important information. Only the Director of Housing and Residence Life or his/her designee can make exceptions to the Contract Terms and Conditions. If you have any questions about the meaning of any specific provision of this Contract, please contact the Office of Housing and Residence Life at 541-885-1094.

The application for housing accommodations, the deposit made in connection therewith, the assignment to space and occupancy are subject to the following Contract Terms and Conditions. The Oregon State Board of Higher Education approves rates at the Board's summer meeting. This Board reserves the right to change the rates during the year.

1. Definitions:

As used herein, the term

- a. "Resident" means a student who has been assigned a space in the Residence Halls at OIT.
- b. "Housing Office" refers to the Office of Housing and Residence Life at OIT.
- c. "Deposit" means the \$150 (\$50 of which is a non-refundable application fee) incident to procurement of housing, or whatever part of the refundable portion may remain after deductions are made therefrom.
- d. "Academic year" means the period from the day the Residence Halls opens for the Fall term through Hall closing the last day of Spring term.
- e. "Occupancy" means acceptance of the assigned space by officially checking into the Residence Halls following a prescribed process and accepting the key to that room.
- f. "Contract" refers to the Office of Housing and Residence Life's Contract Terms and Conditions.
- g. "University" refers to the Oregon Institute of Technology.
- h. "Application date" refers to the date the completed application form and deposit were received by the Housing Office.

2. Duration of Contract:

This Contract is for a period of one academic year starting Fall term, or the remaining portion thereof, unless terminated by the University at its discretion as provided herein. Termination of occupancy by the Resident prior to the end of the academic year will result in substantial financial penalty. Summer housing is also available, with a separate contract for the Summer term available in the Housing Office.

3. Eligibility for Housing:

Housing is provided only for full time OIT undergraduate (12 credits or more) and graduate (9 credits or more) students during each academic term for the duration of this contract. Students may drop below 12 credits for one term in the academic year with approval by petition to the Director of Housing and Residence Life. Other requests for housing outside of these requirements must have permission from the Director of Housing and Residence Life.

4. Contract Type:

This Contract is for a bed space in one of the Residence Halls. Applicants who do not indicate a room type will be assigned a double room in the Residence Hall. This contract is not transferable or assignable to another person. NOTE: all students living on campus for the first time must also contract for a Meal Plan (see the Meal Plan Use Terms and Conditions). Only returning residents may contract for a room only (the meal plan is optional but encouraged).

5. Application:

Before an application for housing will be processed, the applicant must be admitted to a degree program at Oregon Institute of Technology (or OHSU School of Nursing). Furthermore, the applicant must bind himself/herself to these Terms and Conditions by completing, signing, and returning to the Housing Office the required form(s) accompanied by a \$150 housing deposit, of which \$50 is a non-refundable application fee. **NOTE: Financial aid awards do not cover the \$150 deposit.** An applicant under 18 years of age must have the Contract application signed by a parent or legal guardian.

6. Building and Room Assignments:

- a. Assignments are made without regard to race, religion or national origin.
- b. Assignment to the Residence Halls and occupancy therein are ultimately contingent upon final acceptance for admission, payment of the housing deposit, full-time enrollment in classes and availability of space. This decision may be based on previous behavior or conduct issues.

(Continued on next page)

- c. The Housing Office will make every effort to assign the student in accordance with his/her roommate or room-type preference (single, double, or room in the Village apartments). Requests, however, cannot be guaranteed.
- d. Only the assigned Resident may officially check in and occupy the assigned space.
- e. Residents in a double room without a roommate must keep the room ready for a roommate to move in at any time or face disciplinary actions and possible fines.
- f. Residents may be required to move to another room/apartment to consolidate unassigned space. In the Residence Hall, if space allows, the resident may have the option of converting the room into a single by paying an additional rate.
- g. Refusal to accept a roommate or to move in with another Resident will be interpreted as agreement by the Resident to pay the single-room rate in the Residence Hall.
- h. Residents may not change assigned rooms without the approval of the Housing Office in accordance with the room change policy (as outlined in the Residence Halls Handbook). Residents who change rooms without authorization may face disciplinary actions, financial penalties, and may be required to return to their assigned space.
- i. Residents returning to the Residence Halls are given preference in assignments and re-contract for space the last week in April. An application fee is not required and the refundable deposit is forwarded to the next contract period. The \$250 confirmation payment must be made per Point 11a.
- j. Assignments for students new to the Residence Halls will be made in order of their application date. Applications for new students received by May 1 will be guaranteed housing.
- k. Single Apartments: Having an entire Village apartment to yourself is not an option. If this occurs due to attrition, you will be subject to the consolidation process per point 6f and will either accept new roommates or may have to move to another apartment.
- l. Vacancies: When a vacancy occurs in an apartment, students on the Village waiting list, administered by the Housing Office, will have first priority for the vacancy.
- m. Refusal of a Roommate: If there is a vacancy in a bed space during this contract, refusal (including, but not limited to verbal, behavioral, or other means of rejection) of a roommate or unwillingness to work with the Housing Office in finding a roommate will result in disciplinary action and potentially higher fees. Refusal of a roommate may also result in a new living assignment (to another hall/room).
- n. Room Checks and Health and Safety Inspections: University personnel will check all rooms during Winter Break and Spring Break to ensure any vacant spaces are ready to accept a new roommate(s). If a vacant bed space is not ready (definition of ready is bed, desk, drawers, wardrobe, and bookshelf free of any items) for an incoming student, the remaining student(s) will be charged a fee for the space to be prepared for an incoming student. All rooms will also be inspected for health and safety standards on a monthly basis. If a space does not meet health and safety standards, the student(s) will be given a chance to bring the space up to par with the prescribed health and safety standards. If the issues are not addressed after a second inspection, Housing staff will remedy the issue(s) and charge the student(s) accordingly.
- o. As a part of the checkout process, a student is responsible for turning in his/her key, mailbox key (if applicable), laundry card and completing a final inventory of the bed space and any applicable common area spaces with a member of the Residence Life staff. The individual's room must be cleaned and empty before the checkout process can begin. Failure to follow or to complete the check out process will result in an improper checkout charge.
- p. Eviction: Students evicted for conduct prescribed by OIT, OUS, and/or this document, or who are evicted for nonpayment of institutional charges, will be responsible for full room and board charges for the remainder of the current term with an additional per term charge for the remaining term(s).

7. Occupancy Requirement or Forfeiture:

Except as indicated in this paragraph, assignments will be held available until 5:00 p.m. the day prior to the start of classes each term. Individuals unable to officially check in and take occupancy before this deadline must notify the Housing Office in writing and provide their delayed check-in date. Failure to take occupancy by the deadline or the delayed date may result in cancellation of the room assignment and forfeiture of the entire deposit and confirmation payment (fall term).

8. Financial Requirement:

Residents agree that a housing assignment obligates them to pay in full for such accommodations, whether occupied or not, throughout the remainder of the academic year, except as otherwise permitted in this Contract.

9. Exception to the Financial Requirement:

At the discretion of the Housing Office, the requirement of payment as set forth above may be waived or modified under the following circumstances:

- a. Cancellation of application prior to taking occupancy or failure to take occupancy by the required date as stated above (Point 7) results in termination of the Contract.
- b. Failure to pay confirmation payment for the fall term may result in cancellation of the Contract, assignment and forfeiture of the full housing deposit.
- c. Failure to clear the housing account of previous charges owed to the Housing Office by payment due date (or July 15) may result in automatic cancellation of assignment and Contract, and forfeiture of the deposit.
- d. Residents who officially withdraw from the University and properly check out of the Residence Halls through the third week or partial week of classes will terminate their Contract and will be charged housing costs equal to 50% of the total current term's housing charges. An additional 20% of the total current term's housing rate will be charged for each additional calendar week or partial week of occupancy beyond the third full calendar week of classes. After the fifth week of classes, no housing charges will be refunded.
- e. Residents who check out of the Residence Halls but do not withdraw from the University will be charged full housing rates for the current term plus \$450 for each remaining term (charged to student account immediately upon checking out of the Residence Halls).
- f. Non-payment of FULL HOUSING CHARGES and LATE FEES (if applicable) by Nov. 1 (fall term), Feb. 1 (winter term), and May 1 (spring term) may result in immediate cancellation of registration, termination of the Contract and encumbrance of University records for full amount of applicable rent and late fees until charges are paid.

(Continued on next page)

- g. Residents may seek release from the Contract for compelling and unforeseen reasons during the term of the Contract by submitting a letter to the Director of Housing and Residence Life, detailing their reason(s) within 30 days after the check out date.
- h. Residents may request release from the Contract for the next term(s) under the following conditions:
 - * If the Resident is in a program of study which necessitates residence outside of Klamath Falls.
 - * If the Resident marries after execution of the Contract and submits a copy of the signed marriage certificate to the Housing Office.
 - * If the Resident officially withdraws from the University during a term.
 - * If the Resident receives special permission from the University in recognition of extraordinary circumstances.

NOTE: If the Resident is under 18 years of age and requesting release from the Contract, the request must be accompanied by written consent from a parent or legal guardian.

10. Deposit:

The \$100 refundable portion of the housing deposit is a guarantee, in addition to the Resident's direct personal responsibility, against cancellation of the housing application, termination of occupancy prior to full payment of rent owed, damages to property and other University charges that may accrue against the Resident. Although usually refundable, the entire \$100 deposit is subject to forfeiture under the following cases:

- a. Failure to cancel the housing application in writing with the Housing Office by July 15 for fall term (Dec. 15 for winter term or Feb. 15 for spring term).
- b. Failure to provide the confirmation payment for fall term by Aug. 15 may result in cancellation of the assignment and forfeiture of the full deposit.
- c. Failure of Resident to clear account of previous charges owed to the Housing Office by July 15. Assignment and/or the Contract will be subject to cancellation.
- d. Failure of Resident to take occupancy by the deadline prescribed in Point 7.
- e. Failure to comply with established check-out procedures upon termination of the Contract.
- f. Breach of any Term or Condition of this Contract.

All or any proportionate amount of the \$100 refundable portion of the deposit may be applied to payment of damages to property, or to any other charges owed to the University. Should damages or charges exceed the amount of the deposit or remaining balance thereof, the Resident is responsible for and must promptly pay to the University the overage of such damages or charges. Refunds, when due, will be credited to the student's University account in the Business Office.

11. Room Payments:

Payments may be made by check, money order or cash to the Cashier's Office. Residents may also make a credit card payment by logging into CashNet.

- a. Fall term: The confirmation payment of \$250 is due by Aug. 15. Failure to make the payment on or before the due date may result in cancellation of the assignment and forfeiture of the full deposit. **The confirmation payment is a portion of the fall rent charge and separate from the previously paid housing deposit.** The confirmation payment of \$250 is refundable only for written cancellations received on or before Sept. 15. The balance due will be charged to the student's University account and will be payable according to the University's payment requirements. (Refer to the Business Office.)
- b. Winter and Spring terms: The full amount of housing charges will be charged to the Resident's account at the beginning of each term.
- c. Interest will be charged on all unpaid balances. The maximum interest will be 1% per month or 12% per annum. The Resident will be held responsible for charges, interest and any other costs (including attorney fees) incurred in collection of outstanding debts owed to the University.
- d. Failure to pay the current term's charges may result in cancellation of the Contract for the remainder of the academic year and forfeiture of the housing deposit.

12. Room Changes:

Residents may not change assigned rooms without the approval of the Housing Office, in accordance with the room-change policy in the Residence Halls Handbook and point 6h in this document. Residents who change rooms without authorization may face disciplinary actions, financial penalties, and may be required to return to their assigned room. Room changes within an apartment must also follow this process.

13. Conduct in the Residence Halls:

Residents are responsible for complying with the rules and regulations of the University (see the OIT Student Handbook), the Housing Office, this contract, and the Residence Halls Handbook). Failure to do so may result in eviction from the Residence Halls, suspension or expulsion from the University and prosecution. Residents removed from the Residence Halls for reasons of conduct remain responsible for the entire term's rent and will forfeit the \$100 deposit (see Points 8 and 10f of this Contract).

14. Room Condition:

All residents are required to sign a Room Condition Report or an Apartment Condition Report noting the condition of the room/bedroom and common area spaces upon check in and acknowledging receipt of room key and mail-box key (if applicable). A final room/apartment inspection will be conducted at the time of check out as described in the Residence Halls Handbook. Furnishings are provided for use in an assigned room/apartment and are not to be removed from the room/apartment without prior permission from the Housing Office.

15. Damages and Losses:

Each Resident is financially responsible for all damages to and losses of University property attributable to his/her act, omission, neglect or participation in group activities. In the event that damage charges cannot be attributed to a specific Resident or group of Residents, the charges will be allocated among all Residents of a wing, floor, or the entire building. Such charges are added to the student's account in the Business Office, including a 15% administrative fee. Acts of vandalism are subject to financial and disciplinary actions and to prosecution by State authorities. A minimum charge of \$100 will be assessed for tampering with fire alarms, smoke detectors, or other fire life safety

(Continued on next page)

equipment (including, but not limited to, disconnecting or removing the battery or by other means rendering the smoke detector inoperable, and the removal of fire EXIT signs). University personnel will make repairs; students are not permitted to make or contract for repairs.

16. Right of Entry:

The University reserves the right of reasonable entry to the Resident's room/apartment to make necessary repairs, maintain health and safety standards, assure compliance with regulations, and to respond to emergency situations. Regularly scheduled and announced room inspections and fire/life safety inspections will be conducted by University personnel (or their delegated representatives) for maintenance, safety, health and sanitation purposes, and when reasonable suspicion exists that a violation of the Student Conduct Code is occurring.

17. Personal Property:

The Housing Office and University assume no responsibility for and are not liable for any loss, theft of, or damage to the Resident's personal property and effects, or that of their guests, resulting from the interruption of essential services for normal repairs, emergencies, alterations, improvements or reasons beyond the control of the University. Residents are encouraged to purchase insurance to protect their personal belongings.

18. Vacation Periods and Summer:

Vacation periods include the Thanksgiving, winter and spring breaks. The Residence Halls are officially closed during these times. Residents are permitted to stay in the Residence Halls during break periods (room-only basis), but they must notify the Housing Office.

The Contract days for each academic term begin the day the Residence Halls opens (fall term—the Wednesday prior to the start of classes; winter and spring terms—the Saturday prior to the start of classes) and end the day after the last official final-exam time (usually Thursday). For the winter and spring break periods, residents may make arrangements with the Housing Office to stay during the breaks (room-only basis) only if the resident returns to the Residence Halls for the next academic term. Housing during the summer term is under a separate Contract Terms and Conditions (this contract is available in April).

19. Prohibited in Rooms:

The following items are prohibited in the Residence Halls and, if found, may result in the item(s) being confiscated or impounded, and the Resident held responsible through disciplinary actions.

- a. Motorcycles or other equipment with internal combustion engines are to be kept outside in an appropriate facility (e.g., parking lot).
- b. Firecrackers, volatile or hazardous chemicals and explosives of any type are not permitted in the Residence Halls.
- c. Firearms, weapons and ammunition are prohibited. Residents may arrange with Campus Safety for firearms storage in the designated (locked) gun locker.
- d. Pets and other animals are not permitted in the Residence Halls, with the exception of fish or amphibians in an aquarium (29-gallon capacity or less) with no more than 10 gallons of water. This policy does not pertain to animals assisting persons who are visually, hearing or physically impaired
- e. Alcohol is not permitted in the Residence Halls, except in designated areas of the buildings.
- f. Marijuana and other drugs are prohibited in the Residence Halls. Residents agree to abide by all federal, state and local laws, and University policies relating to alcohol and other drugs.
- g. Room modifications, including but not limited to, ceiling fans, dimmer switches and deadbolts are not permitted due to State codes, safety and facility management concerns. (Personal lofts are permitted in the Residence Hall but only with approval prior to installation - contact the Housing Office for details. If you want to loft your bed in the Village, Housing will provide a loft kit-no personal lofts are allowed in the Village).
- h. Smoking in the Residence Halls, the Quads, in any stairwells, or within 30 feet of an entrance is prohibited.
- i. Electrical Appliance/Halogen Lamps/Extension Cords: Due to health and safety risk, electrical appliances may be used in the kitchen area only. Lamps with halogen bulbs are not permitted. Extension cords must be insulated, grounded, and have surge protection.

20. Appeals:

Appeals of any of the Terms or Conditions of the Housing Contract can be submitted to the Director of Housing and Residence Life. Appeals involving any charges must be submitted within 30 calendar days from the date the charges were placed on account.

The University and the Housing Office reserve the following rights:

- a. To change or cancel room assignments in the interest of order, discipline or substantial administrative reasons, including, but not limited to, consolidating space, conserving energy, protecting the welfare of Residents or other economic and safety reasons.
- b. To prohibit non-residents from being on the premises of the Residence Halls in the interest of order or for disciplinary or substantial administrative reasons.
- c. To revise or amend these Terms and Conditions from time to time to meet administrative requirements.

(End of document)