

# 2023-2024 Housing Contract Terms and Conditions

Housing Rates for 2023-2024 (Single rooms are waitlist only and will not be offered as a first choice)

**PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.**  
 This document is a legal and binding agreement between you and Oregon Tech Housing and Residence Life. This is a FULL ACADEMIC YEAR CONTRACT

Room Type	Term Cost	Yearly cost
Res Hall Double	\$1980	\$5940
Village	\$ 2490	\$7470

**\*rates are proposed to the Oregon Tech Board and typically approved in June**

Only the Director of Housing and Residence Life or their 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 or at [housing@oit.edu](mailto:housing@oit.edu). By e-signing this Contract, you agree to accept your room assignment and understand this assignment may change. **Ignorance of the contract terms and conditions is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Contract.**

This is not a lease or license. Neither this Contract nor your occupancy of space in University Housing is subject to the “Oregon Residential Landlord and Tenant Act.” **This Contract creates no right to occupy a particular room in a particular residence hall.** This Contract obligates Oregon Tech Housing and Residence Life to provide you with housing only as set forth in this Contract. All portions of on-campus housing remain under the exclusive ownership and control of Oregon Tech. Oregon Tech and those acting on its behalf or at its request may, when warranted, remove any person from on-campus housing without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this Contract.

The application for accommodation, the deposit made in connection therewith, the assignment to space and occupancy are subject to the following Contract Terms and Conditions. Rates are proposed until approved and are updated annually upon approval. Rates can be found at [www.oit.edu/housing](http://www.oit.edu/housing).

This contract is based on the established educational goals of the University, consideration for other residents, health and safety standards, and compliance with established laws and University policies. Oregon Tech actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us, and we celebrate the differences that distinguish us. Housing and Residence Life expects all residents will actively engage in creating welcoming communities that value all members without regard to race, color, sex, sexual orientation gender, gender identity, gender expression, national origin, age, religion, marital status, disability, or veteran status.

Housing and Residence Life staff are available to discuss any questions you may have. For more information about a housing space that best suits your needs, please call 541-885-1094 or email us at [housing@oit.edu](mailto:housing@oit.edu).

### *Oregon Tech Housing and Residence Life Calendar:*

The 2023-2024 schedule for opening and closing of all on-campus housing. Subject to change:

	Fall 2023	Winter 2024	Spring 2024
Opening Date	Saturday, September 23, 2023	Saturday, January 6, 2024	Saturday, March 30, 2024
Opening Time	9:00 am	12:00 pm	12:00 pm
Closing Date	Friday, December 15, 2023	Friday, March 22, 2024	Saturday, June 15, 2024
Closing Time	1:00 pm	1:00 pm	4:00 pm

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## 2023-2024 Housing Contract Terms and Conditions

### 1. Definitions

As used herein, the term

- a. "Resident" means a student who has been assigned a space in Housing at Oregon Tech. This includes any Oregon Tech student, staff or faculty who lives in University owned campus housing. All residents are bound by this document and the *Student Housing Handbook*.
- b. "Housing Office" refers to the Office of Housing and Residence Life at Oregon Tech.
- 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 Housing opens for the Fall term through the Halls closing the last day of Spring term.
- e. "Occupancy" means acceptance of the assigned space by officially checking into Housing following a prescribed process and accepting the keys to the assigned room.
- f. "Contract" refers to the Housing and Residence Life's Contract Terms and Conditions.
- g. "University" and "Oregon Tech" refer to Oregon Institute of Technology.
- h. "Application date" refers to the date the completed application and deposit are received by the Housing Office from a student admitted to Oregon Tech through Admissions.

### 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 consequences.** Housing during the Summer term is also available, with a separate Summer term contract application open in at the beginning Spring term.

### 3. Eligibility for Housing

Housing is provided for full time Oregon Tech undergraduate students enrolled in 12 or more credits, and graduate students enrolled in 9 or more credits during each academic term for the duration of this Contract. Residents may drop below the minimum credit expectation during the academic year with approval from the Director of Housing and Residence Life on a term-by-term basis. Anyone living in on-campus housing must be enrolled at Oregon Tech as a student each term of the current academic year housing contract. If a resident is no longer enrolled at Oregon Tech, eligibility to live on campus is revoked, and the resident must vacate on-campus housing within 72 hours of dropping all credits or no longer being enrolled in classes at Oregon Tech. Housing and Residence Life does not offer month-to-month, term, or temporary housing.

### 4. Contract Type

This Contract is for a bed space in one of the Housing facilities. This Contract is not transferable or assignable to another person. This Contract is for a space within a Housing facility, **not for a specific room or type of housing**. By signing this Contract, you agree to accept your room as assigned by Oregon Tech Housing and Residence Life according to your assignment letter and understand this assignment may change.

### 5. Meal Plan

All Residents must contract for a Meal Plan (see the Meal Plan Contract/Terms and Conditions). Breaking the housing contract during the academic year (moving off campus) does not cancel the meal plan contract. For more information or inquiry about the meal plan, please email [housing@oit.edu](mailto:housing@oit.edu). If the housing contract is cancelled before the resident takes occupancy, the meal plan is also cancelled. To appeal any other portion of the meal plan contract, contact the Housing Office to request the meal plan appeal form.

### 6. Application

Before an application for housing will be processed, the applicant must be admitted to a degree program at Oregon Tech or in the OHSU School of Nursing. Furthermore, the applicant must bind themselves to these Terms and Conditions by completing, signing, and submitting the required form(s) accompanied by a \$150 housing deposit, of which \$50 is a non-refundable application fee. **Financial aid awards cannot be used to pay the \$150 deposit.** An applicant under 18 years of age must have the Contract application signed by a parent or legal guardian, using the Parent/Guardian Signature form found within the housing application. at [www.oit.edu/housing](http://www.oit.edu/housing).

### 7. Housing Schedule and Check in

- a. Opening and Closing of Housing and Meal Services

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The opening and closing dates for Housing and Residence Life can be found at [www.oit.edu/housing](http://www.oit.edu/housing). The opening date is the first day your University assigned space is available to you and the closing date is the last day. Meal services begin the Sunday before classes begin each term, and the last meal service is brunch on the closing day. Dining is not open during any University break periods. Additional details about the meal plan can be found in the meal plan contract at [www.oit.edu/housing](http://www.oit.edu/housing). Residents may not be on-campus housing facilities after the halls close at each break without prior permission approved through the Housing Office.

### b. Check-In

Each resident must complete the Check-In process prior to residing in their assigned room. The Check-In process includes arrival on campus, notifying Housing staff you are taking occupancy of your assigned room, and obtaining keys from staff.

### c. Arrival Dates

Information regarding check in dates for each academic term are shared via email to your oit.edu address.

### d. Pre-contract Arrivals:

If a resident is required by a University department to attend a specific university program prior to the Check-In dates, the Resident must complete a summer housing application to request an early arrival. Early Check-In for winter or spring terms is very limited. Early Check-In daily charges will be applied based on the date of Check-In prior to the opening date on a prorated basis, or Resident will be charged the early arrival weekly rate, whichever is most cost effective for the Resident.

## 8. Building and Room Assignments

- a. On-campus room assignments are made without regard to race, religion, or national origin.
- b. Assignment to a Housing facility and occupancy therein are contingent upon final acceptance for admission, payment of the housing deposit, full-time enrollment in classes, completed meal plan application, and availability of space. The assignment may also be based on previous behavior or conduct issues.
- c. The Housing Office makes every effort to assign the Resident in accordance with their roommate or room-type preference (double room or an apartment space). While every reasonable effort is made, Oregon Tech Housing and Residence Life cannot guarantee meeting all requests or guarantee compatible roommates. Housing and Residence Life also makes every effort to honor the room choice made by incoming residents who chose a space through the Choose my Room program but reserves the right to make changes for administrative or emergency needs.
- 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. Definition of a room ready to accept a roommate includes one open bed, with a desk, drawers, wardrobe, and bookshelf free of personal items.
- f. Oregon Tech Housing reserves the right to make or change room assignments at any time based on administrative needs—even if the Resident chose this space during the Choose my Room program. This includes but is not limited to reasons including the need to consolidate space or due to sanctions because of conduct or contract violations. Residents may be required to move to another room/apartment to consolidate unassigned space.
- g. Refusal of a Roommate: If there is a vacancy during this Contract, refusal (including but not limited to verbal, behavioral, or other means of rejection) of a roommate or unwillingness to work with Housing and Residence Life staff in finding/accepting a roommate will result in disciplinary action. Refusal of a roommate may also result in a new living assignment (to another hall/room).
- h. Residents are prohibited from moving rooms without the approval of the Housing Office in accordance with the room change policy (as outlined in the *Student Housing Handbook* found at [www.oit.edu/housing](http://www.oit.edu/housing)). Residents who change rooms without Housing Office authorization face disciplinary actions, financial penalties, and may be required to return to their originally assigned space.
- i. Residents returning to on-campus housing for another contract year are given preference of their assignment and are eligible to contract and choose their desired room during spring term. The \$50 application fee is not required if Resident is currently occupying a room in Housing, and the \$100 refundable deposit is forwarded to the next contract period. The \$250 confirmation payment must be paid per Point 13c each year a student lives in on-campus housing. Applications to live on campus for the next academic year are available in January.
- j. Room selection and assignment for new applicants will be made available in order of the application acceptance date. Applications for new Residents received by May 1 will be guaranteed a space in on-campus housing.
- k. Living in a Village apartment alone is not an option. If this occurs, the resident will be subject to the consolidation process per point 7f. When a vacancy occurs in any space, the Housing Office will reach out to Residents on the appropriate waiting list to fill the space.
- l. Gender inclusive housing (housing to meet the needs of those wishing to live in an inclusive space) may be available on a case-by-case basis. For more information, please fill out the Gender Inclusive Housing request form at [www.oit.erezlife.com](http://www.oit.erezlife.com).

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- m. All rooms are inspected for health and safety standards on a regular basis. If a space does not meet health and safety standards, the Resident(s) is given 3 days to bring the space up to the prescribed standards. If the issues are not addressed after a second inspection, Housing staff will remedy the issue(s) and the Resident(s) will be charged for time and supplies to bring space up to published standards. Additionally, University personnel will check all rooms during Winter Break and Spring Break (term breaks) to ensure vacant spaces are ready to accept a new roommate(s). If a vacant bed space is not ready: defined as an open bed, with a desk, drawers, wardrobe, and bookshelf free of any personal items, the occupying Resident(s) will be charged a fee for the space to be prepared for an incoming Resident(s).
- n. As a part of the checkout process, Residents are responsible for returning all Housing issued keys including the room key, prox card, and any other keys issued through Housing and Residence Life. A final inventory of the bed space and any applicable common area spaces will occur by a member of the Residence Life staff. The room must be cleaned and empty before the checkout process can begin. Failure to follow or complete the checkout process will result in an improper checkout charge as well as other charges from any damages. Please see the *Student Housing Handbook* at [www.oit.edu/housing](http://www.oit.edu/housing) for additional information on the check-out process.
- o. Residents evicted for conduct prescribed by Oregon Tech, the Oregon Tech Board, 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).

### 9. Occupancy Requirement or Forfeiture

Except as indicated in this paragraph, assignments will be held until 5:00 pm 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 at [housing@oit.edu](mailto:housing@oit.edu) 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).

### 10. Cancellation of the Contract

Residents agree to reside in on-campus housing from the date of their check in through the end of the Spring term-June 15, 2024.

- a. Before Check-In, applicants may cancel their Contract by submitting the Contract Cancellation Form, available at [www.oit.erezlife.com](http://www.oit.erezlife.com). The refundable portion of the deposit will be credited back to the student account if the Cancellation Form is received in the Housing Office by August 15, 2023.
- b. After Check-In, termination of the Housing Contract occurs when the resident checks out of their assigned space and completes all appropriate steps found in the *Student Housing Handbook*. Residents may only be released from the Contract with limited financial penalties for breaking this academic year contract for the reasons below:
  - i. Resident withdraws from Oregon Tech or is dismissed from the University for academic reasons during this Contract period, unless the withdrawal is the result of a disciplinary action.
  - ii. Resident provides proof of marriage, domestic partnership, or parenting as reason to break the housing contract.
  - iii. Resident is in a program of study at Oregon Tech which necessitates residence outside of Klamath Falls. This includes Residents transferring to the Oregon Tech Portland Metro campus.
  - iv. Resident completes their academic program, graduating from Oregon Tech. The housing deposit is refundable in this case.
  - v. Resident experiences significant and unforeseeable hardships outside of Resident's reasonable control. A housing appeal must be submitted within 30 days of check out for financial consequences related to check out to be reviewed and potentially reduced for this reason at [www.oit.erezlife.com](http://www.oit.erezlife.com).

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 through [www.oit.erezlife.com](http://www.oit.erezlife.com).

- c. Withdrawing from Oregon Tech

If the Resident withdraws from Oregon Tech, the Resident must complete their Check-Out within three days of withdrawing.

### 11. Check Out

Residents must complete the Check-Out process prior to leaving their Room and on-campus housing. This includes but is not limited to, Check-Out upon change of Room, cancellation of this contract by the student or termination by Housing and Residence Life. Information about standard Check-Out dates for each academic term can be found at [www.oit.edu/housing](http://www.oit.edu/housing).

- a. Check out Procedures.

The Check-Out process includes the following, during the Check-Out dates or a separately pre-arranged date and time:

- If applicable, notifying student staff member in the community of intent to leave on-campus housing at least 24 hours prior to Check-Out.

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- Completing the Check-Out checklist
- Removing all personal belongings and cleaning the Room
- Completing all necessary paperwork provided by Housing staff, and
- Returning keys to Housing staff

In the event that a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the student or their notarized personal representative will need to plan with the Housing Office.

### b. Failure to Check Out

Housing and Residence Life will charge Residents the full Room and meal plan rates until Check-Out procedures are completed. If a Resident fails to complete Check-Out, Housing and Residence Life may charge additional fees to change the Room lock and for improper Check-Out.

### c. Mailing Address

Residents must provide a current mailing address to Housing and Residence Life until all liabilities and claims are paid.

### d. Abandoned Property

Any personal property left behind by the student after Check-Out are deemed abandoned, and the University is entitled to dispose of it in any manner.

## 12. Financial Requirements

Per the electronic signature on this housing contract, Resident agrees that a housing assignment obligates Resident 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. Payment needs to be made on or before the due date posted on the Academic Calendar. At the discretion of the Director of Housing and Residence Life, 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 8) will result in termination of the Contract.
- b. Failure to pay the confirmation payment for the fall term may result in cancellation of this Contract, the room assignment, and result in forfeiture of the housing deposit.
- c. Failure to clear the student account of previous charges owed to Housing and Residence Life by the University payment due date (or July 15) may result in cancellation of assignment, Contract, and forfeiture of the housing deposit.
- d. A Resident who officially withdraws from the University and properly checks out of on-campus housing using the steps in the *Student Housing Handbook* through the third week or partial week from the date Housing opened will terminate this Housing 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 from the date of Housing opening. After the fifth week of occupancy, no housing charges will be refunded. The refundable portion of the housing deposit is forfeited.
- e. A Resident who checks out of on-campus housing but does 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 on-campus housing. The refundable portion of the housing deposit is forfeited. If Resident checks out after the end of fall or winter term Housing closing (December 15, 2023 for fall term and March 22, 2024 for spring term), but continues enrollment at Oregon Tech, full term housing charges are incurred for the next term. Resident must vacate an on-campus assigned space prior to the published closing dates or is considered to have taken occupancy for the following term and is therefore responsible for full housing fees for that term.
- 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 termination of current and future Housing Contract(s) and encumbrance of University records for full amount of applicable rent and late fees until charges are paid.
- g. Rate and Fee Adjustment

The University Board of Trustees annually approve housing and Residence Life rate and fees. If your housing application and deposit is submitted prior to the Board of Trustees' annual approval, your housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.

## 13. Appeal of Financial Consequences

Exceptions to this Housing Contract may be requested by completing the appeal form at [www.oit.erezlife.com](http://www.oit.erezlife.com). Appeals are reviewed on a case-by-case basis. An exception granted to one provision of this Contract shall not be construed as a waiver of any other provisions. Housing and Residence Life retains sole discretion in granting or denying appeals and all decisions are final. Submit appeals of any of the Terms or Conditions of this Housing Contract through the Housing Appeal form found at [www.oit.erezlife.com](http://www.oit.erezlife.com). Appeals must be received through the appeal form within 30 calendar days from the date of check out. Appeals received after 30 calendar days will not be reviewed.

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### 14. Deposit

The \$100 refundable portion of the housing deposit is a guarantee, in addition to 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. The entire \$100 deposit is subject to forfeiture under the following cases:

- a. Failure to cancel the housing application using the Housing Cancellation Form by August 15 for fall term start of occupancy, December 15 for winter term start of occupancy, or March 15 for spring term start of occupancy.
- b. Failure to provide the confirmation payment or Confirmation Payment Deferment form found at [www.oit.edu/housing](http://www.oit.edu/housing) for fall term by August 15.
- c. Failure of Resident to clear account of previous charges owed to Housing by July 15. The Contract will be subject to cancellation in addition to the loss of the refundable portion of the housing deposit.
- d. Failure of Resident to take occupancy by the deadline prescribed in Point 8.
- e. Failure to comply with established check-out procedures shared in the *Student Housing Handbook* 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, or to any other charges owed to Housing and Residence Life or the University. Should damages or charges exceed the amount of the deposit or remaining balance thereof, 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 Resident's University account.

### 15. Payments

- a. Payments including the Housing application fee, deposit, and confirmation payment may be made by cash, check, money order, or online at [www.oit.edu/housing](http://www.oit.edu/housing) by clicking on Make a Payment button.
- b. The full amount of each term housing charges will be charged to Resident's account at the beginning of each term.
- c. For Fall term: The \$250 confirmation payment or Confirmation Payment Deferment form at [www.oit.erezlife.com](http://www.oit.erezlife.com) is due by September 1. Failure to make the payment or deferment on or before the due date may result in cancellation of the assignment and forfeiture of the full deposit. The confirmation payment is applied to fall housing charges and is a separate CONFIRMATION PAYMENT not the from the previously paid housing deposit. The \$250 confirmation payment is refundable only by submitting a [cancellation form](#) found at [www.oit.erezlife.com](http://www.oit.erezlife.com) received on or before September 15. The remaining balance due for fall term housing charges will be charged to Resident's University account and will be payable according to the University's payment requirements (refer to the Business Office).
- d. Interest will be charged on all unpaid balances. The maximum interest will be 1% per month or 12% per annum. 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.
- e. Failure to pay the current term's housing charges may result in cancellation of the Contract for the remainder of the academic year and forfeiture of the housing deposit.
- f. Resident arriving prior to the official move-in day or remaining after the Contract Term Date will be assessed an additional daily charge pending space availability and written approval from the Director of Housing and Residence Life. There is a separate contract for Residents with a connection to campus that need to arrive early for fall term (i.e., athletes, Admissions ambassadors, etc.). These housing costs are billed to the Resident's University account and will be due according to the fee payment schedule.

### 16. Room Condition

Resident is required to complete with their student staff member a Room/Apartment Condition Report noting the condition of the room/bedroom and associated common areas upon check in and acknowledge receipt of room key, prox card and any other Housing issued keys. A final inspection will be conducted at the time of check out as described in the *Student Housing Handbook*. Furnishings are provided for use in the assigned room/apartment. All university provided furniture must remain in Resident's assigned space. If furniture is removed from the assigned space, Resident will incur charges until all University owned furniture is returned to its assigned space. If Resident is assigned a single in the Residence Hall, Resident may request one bed, one desk, and one chair be removed through the Housing work order system. Singles are only offered if accommodation is granted through Disabilities Services, or if Housing and Residence Life deems space is available to offer such spaces.

### 17. Facilities

Students are responsible for cleaning their own room and for transporting personal trash to designated spaces. Housing and Residence Life staff will clean all public areas, common bathrooms, and hallways on a regular basis and may do major cleaning

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during breaks in the academic year. Custodial staff will not clean individual rooms or remove personal trash. Residents leaving trash for removal by custodial staff will be charged a minimum \$25.00 cleaning fee and may face disciplinary action.

Bathrooms and shower rooms are cleaned on a regularly scheduled basis in the Residence Hall. Student may not access bathrooms or shower rooms when being cleaned. Toilet paper is provided in common area bathrooms. Misuse of paper products will result in disciplinary action and fees to student accounts. Students in the Village are expected to clean their bathrooms on a regular basis.

### 18. Damages and Losses

Resident is financially responsible for all damages to and losses of University property attributable to their act(s), omission, neglect, or participation in activities leading to damages. If damage charges cannot be attributed to a specific Resident or group of Residents, the charges will be allocated among all Residents of a community, floor, or the entire building. Charges are added to the Resident's University 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 equipment including, but not limited to, disconnecting, or removing the smoke detector battery or by other means rendering the smoke detector inoperable, and the removal of EXIT signs.

University personnel or their contractors make all repairs to housing facilities; Resident is not permitted to make or contract for repairs. If a repair is needed, submit a work order to Housing through TechWeb so repairs can be addressed.

### 19. Right of Entry

The University reserves the right of reasonable entry to Resident's room/apartment to make 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, or when reasonable suspicion exists that a violation of the [Student Code of Conduct](#) or a policy in the *Student Housing Handbook* is occurring. All entry to residential space occurs with two staff members present, after knocking and clearly announcing their presence and intent to enter the space.

### 20. Personal Property

Housing and Residence Life and the University assume no responsibility for and are not liable for any loss, theft of, or damage to Resident's personal property and effects, or that of Resident's guests in Resident room, public areas, laundry rooms, storage rooms or elsewhere. Even if the loss, theft, or damage results from the interruption of essential services for normal repairs, emergencies, alterations, improvements, or reasons beyond the control of the University. Resident is always responsible to keep assigned room/apartment door locked. Resident is strongly encouraged to carry renter's insurance to protect personal belongings against damages or loss.

### 21. Vacation Periods and Summer

Vacation periods include Thanksgiving, winter, and spring breaks. Housing residential spaces are officially closed during these times. Resident is permitted to stay in Housing during break periods on a **room-only basis, AFTER** registering for break housing with the Housing Office. If the Resident is found responsible for violating Housing or University policies, Resident may be denied the privilege of staying over any break. Resident must adhere to this Housing Contract and all Housing and Residence Life, and University policies shared in the *Student Housing Handbook* during break periods. Resident is required to depart 24 hours after their last final, or by hall closing at the end of Finals week, whichever comes first. Refer to the Housing Calendar found at [www.oit.edu/housing](http://www.oit.edu/housing) for official opening and closing dates as well as break periods. On-campus housing during the summer term is under a separate Contract Terms and Conditions application, available in April.

### 22. Mail and Email

- a. Resident will receive an email from the Service Desk when mail and packages are available for pickup. A photo ID is required to pick up packages and mail. Resident is required to check their university email account **at least weekly** and to be responsive to Housing email to pick up mail and packages.
- b. It is the Resident's responsibility to provide an accurate forwarding address to Housing at the time of check out. Mail received at the campus address will be forwarded for 6 months. If a forwarding address is not provided, mail will be returned to the sender. Housing cannot and will not forward packages. All packages are returned to sender if student is no longer a Resident.



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- c. Mail service and forwarding may be interrupted or suspended during break periods.

### 23. The University and Housing and Residence Life 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 Housing premises in the interest of order or for disciplinary or substantial administrative reasons.
- c. To revise or amend these Terms and Conditions to meet administrative requirements.

### 24. Contract modifications, breach, and remedies

Noncompliance with the Housing Conduct Policies, the *Student Housing Handbook*, and the Terms and Conditions of this Contract may result in disciplinary action under the university's [Student Code of Conduct](#) and applicable financial obligations. Non-compliance may also result in removal from on-campus housing. The Housing Office may administratively move/remove a Resident, as necessary. This Contract may be terminated, changed, modified, or amended by Housing and Residence Life for any of the following reasons:

- a. When Resident behavior requires inordinate attention from staff members, roommates, or community members.
- b. When activities endanger the health, safety or welfare of the Resident, or the health, safety, or welfare of other Residents.
- c. When engaging in gross or disruptive behavior.
- d. When Resident ceases to be an eligible Resident, regardless of reason.
- e. When a violation of university rules or Housing Conduct Policies, the *Student Housing Handbook*, and/or the Terms and Conditions of the Contract occurs.
- f. When Resident has violated the housing community agreement or, the university's [Student Code of Conduct](#), or has abused or damaged university facilities. Resident will also be subject to disciplinary action, prosecution, judicial review, legal fees, and replacement costs as deemed appropriate by university officials.
- g. Housing and Residence Life reserves the right to move Resident to another room, wing, floor, or building or to remove the Resident from on-campus housing if it is in the best interest of the university, the Resident, or other Residents of the university.

### 25. Interruptions of service and construction

Housing and Residence Life is not responsible for the continuation of food, mail, custodial services, heating, maintenance services, or security service at normal levels in the event of a natural disaster, strike, lockout of public employees or suppliers' employees, power/water/sewer interruptions from on or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of Housing and Residence Life.

### 26. Conduct

Resident is responsible for complying with the rules and regulations of the University as found in the Student, the Housing Office, this Contract, and the *Student Housing Handbook*. Failure to do so may result in eviction from on-campus housing, suspension or expulsion from the University and prosecution. Residents removed from on-campus housing for reasons of conduct remain responsible for the entire term's housing fees and will forfeit the \$100 deposit. Residents will also be subject to disciplinary action due to the misconduct of their guests.

## HOUSING STANDARDS AND EXPECTATIONS

The following are common policies associated with on-campus living. Other policies are listed in the *Student Housing Handbook* and the Student Conduct Code. Disciplinary action may result if any Resident is found committing, attempting to commit, or intentionally assisting in the commission of any prohibited behaviors listed in the *Student Housing Handbook* or the Student Conduct Code, and this contract.

### 1. Reporting unsafe or illegal behavior

The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Residents should report any unsafe or illegal behaviors to Housing and Residence Life staff. Housing and Residence Life staff will, when appropriate, share this information with University officials to resolve the matter. This may include sharing information with, if necessary, Campus Safety, Klamath Falls Police and or the Klamath Falls Fire Department.

## 2023-2024 Housing Contract Terms and Conditions

### 2. Specific Behaviors

Housing and Residence Life requests that Residents exercise heightened awareness and caution for the following: unwanted and nonconsensual sexual behavior, sexual assault, suicidal thoughts, and attempts, self-harm, alcohol poisoning, drug abuse, trespassing, weapons, eating disorders, harassment, discrimination, domestic violence, theft, vandalism, tampering with fire service and fire protection features, initiating false alarms, and playing with or setting fires.

### 3. Alcohol

- a. Residents and their guests under the age of 21 are not allowed to possess, consume, or furnish alcoholic beverages. Possessing, consuming, or furnishing alcoholic beverages is prohibited in public areas as well as in all areas not specifically designated as 21+ areas by Housing and Residence Life. All local, state, and federal alcohol laws are in effect.
- b. Residents 21 years of age or older may possess and consume alcohol in the privacy of their room if it is designated as 21+ space (all assigned occupants of the space are 21+ years of age). The door leading to the hallway must be closed, and all occupants of the space must be 21 years of age or older if alcohol is present.
- c. Residents may not display alcoholic beverage containers, including but not limited to empty containers, regardless of Resident age.
- d. Possession of a rapid-consuming device is prohibited in campus housing.

For the full policy regarding alcohol in on campus housing, please refer to the *Student Housing Handbook*.

### 4. Drugs

- a. Illegal possession, use, sale, or furnishing of controlled substances on University-controlled property or at University sponsored or supervised activities is prohibited. Oregon Tech is held to federal laws around drugs, so anything determined to be illegal federally is not allowed on campus or in on-campus housing.
- b. Possession or use of illegal drug paraphernalia is prohibited in all housing facilities. Drug paraphernalia includes “bongs,” pipes, vaporizers, and other devices that may be used to facilitate the consumption of illegal drugs. Illegal drug paraphernalia will be confiscated.
- c. Narcotics and dangerous drugs shall be defined in accordance with the applicable state and federal law as well as the [Student Code of Conduct](#).
- d. Residents and guests may not be in any Housing facilities while impaired by any controlled substance.
- e. Marijuana is illegal under federal law. Despite the legalization of the possession, sale, and use of marijuana in Oregon for those 21 and older, Oregon Tech complies with federal law. Oregon Tech prohibits the possession and use of marijuana in all forms. Oregon Tech is legally permitted to implement and enforce internal policies on campus which may or may not be the same as state laws but are in the best interests of student safety. Under federal law, marijuana use is considered illegal including medical marijuana. Residents and their guests cannot possess or use medical marijuana in any form, even if Resident or guest(s) is in possession of a medical marijuana card.

For the full policy regarding drugs policies in on campus housing, please refer to the *Student Housing Handbook*.

### 5. Conduct

- a. Disciplinary sanctions as serious as suspension or expulsion from the University and removal from on-campus housing with concomitant risks of financial loss as stated in these “Terms and Conditions” may result if any Resident is found responsible for committing, attempting to commit, or assisting in the commission of any offenses outlined in the [Student Code of Conduct](#), the *Student Housing Handbook* and/or the Terms and Conditions of this contract
- b. Any Resident behavior that results in unreasonable noise that disrupts the community or demonstrates an unwillingness to live in a group setting is prohibited. Courtesy for neighbors in the community prevail, and noise must always be kept to a minimum.
- c. Minimum quiet hours are Sunday through Thursday 11:00 pm-8:00 am, and Friday and Saturday 1:00 am to 10:00 am. Each community may extend quiet hours to further restrict noise levels. Beginning the Monday of each Dead Week through the closing of on-campus housing, quiet hours will be enforced 23 hours a day. Time each day will be identified during Dead Week and Finals Week allowing Housing Facilities to clean and address areas of concern as needed. The right to sleep and study always supersedes the right to make noise.
- d. Staff may enter a Resident room (if Resident is not present) to eliminate disruptive noises (i.e., an alarm clock sounding, or a radio left on). Two staff members will be present, will knock and clearly announce their presence before entering.

### 6. Dangerous Devices

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

## 2023-2024 Housing Contract Terms and Conditions

- a. Projectile Weapons: firearms including but not limited to BB guns, air guns, bows and arrows, and water balloon launchers.
- b. Ammunition, explosives, dangerous chemicals, martial arts weapons, or any other object that could be used as a weapon (i.e., metal knuckles, or similar instruments).
- c. Knives or blades: Any knife including but not limited to a KA-BAR, bayonet, machete, dirk, dagger, and/or hatchets, swords (ceremonial or otherwise). Knives manufactured for culinary purposes or with a blade less than 3 inches in length are allowed.

### 7. Prohibited in Rooms

- a. Any equipment with an internal combustion engine must be kept outside in an appropriate location (e.g., parking lot).
- b. Firecrackers, volatile or hazardous chemicals, and explosives of any type.
- c. Pets and other animals except for fish in an aquarium (10-gallon capacity or less). Fish and/or gravel from the fish's aquarium is prohibited in sinks, showers, toilets, or any other water fixture or common water source. Feeding and harboring stray animals is also a violation of the pet policy. Violations are subject to a \$150 fine. For Oregon Tech's service and companion animal policies, please visit [Disability Services](#) webpage to learn how to register and seek accommodations for service or companion animals.
- d. Room modifications, including but not limited to, ceiling fans, dimmer switches, and deadbolts are not permitted due to State codes, as well as safety and facility management concerns.
- e. Oregon Tech is a smoke and tobacco free campus. Please refrain from using tobacco products or e-cigarettes of any kind. This includes the possession or use of any vaping equipment in on-campus housing. For full policies please visit [Student Code of Conduct](#)
- f. Candles or any open flame.
- g. Electrical Appliance/Halogen Lamps/Extension Cords. Due to health and safety risk, electrical appliances may be used in the kitchen areas only. Lamps with halogen bulbs are not permitted. Extension cords must be insulated, grounded, and have surge protection.
- h. Stereo sub-woofers are not allowed in on-campus housing.

### 8. Housing Provided Items

All Housing provided furniture is required to stay in the Resident assigned room. Residents are strongly discouraged from bringing additional furniture due to space restrictions. **No storage is available for housing or personal furniture items.**

### 9. Fire Drills

Fire Drills will be held once a term to ensure that Residents are familiar with emergency evacuation procedures. Buildings must be vacated immediately each time the fire alarm sounds. Please review the *Student Housing Handbook* for specifics regarding each building's egress. Residents are expected to be familiar with the egress map found on the back of each residential door.

### 10. Lost or Abandoned Property

Items left in rooms or common areas will be inventoried and stored for 30 days. After 30 days these items will be discarded. Individuals seeking to retrieve these items should contact the Housing Office.

**ACADEMIC YEAR HOUSING CONTRACT-THIS CONTRACT IS REQUIRED FOR ALL RESIDENTS and COVERS A FULL ACADEMIC YEAR. I have read and agree to all terms and conditions set forth in this contract. I understand that this contract is binding to the 2023-2024 academic year (or remaining portion thereof), unless I withdraw my enrollment at Oregon Tech and formally check out of my housing accommodations by following the check-out procedures shared here and in the *Student Housing Handbook*. I understand that all charges will continue to be assessed until I have checked out of my room/apartment properly regardless of my enrollment status at Oregon Tech.**

(End of document)