

Summer 2020 Housing Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. This Contract is a legal and binding agreement between you and Oregon Tech once it has been signed by you and an authorized representative of Oregon Tech. By e-signing this Contract, you agree to accept your residence 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.**

AGREEMENT

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 or ORS 90. Such procedures are expressly, knowingly, and voluntarily waived by Resident by execution of this Contract.

Resident's application for housing, the Deposit (as such term is defined below), the Confirmation Payment (defined below), and Resident's occupancy of University housing are subject to the terms and conditions of this Contract.

1. Definitions. As used herein, the term

- (a) "**Resident**" means the student who has entered into this Housing Contract with Oregon Tech.
- (b) "**Housing Office**" refers to the Office of Housing and Residence Life at Oregon Tech.
- (c) "**Summer Term**" means the period beginning on the day University housing opens for the Summer term through the date University housing closes following the last day of Summer term.
- (d) "**Contract**" refers to this Contract, once it has been signed by a student and an authorized representative of University.
- (e) "**University**" and "**Oregon Tech**" refer to Oregon Institute of Technology.
- (f) "**Oregon Tech Policies**" refers to the terms of the *Student Housing Handbook*, *Student Handbook*, *Student Code of Conduct*, the University housing community agreement, and any other policy, rule or regulation of Oregon Tech, including all Housing and Residence Life policies, regulations, and rules.

2. Duration of Contract. This Contract commences on Saturday June 20, 2020 (or such later date as Resident and University enter into this Contract) and ends Friday, August 14, 2020 at noon. Residents arriving late or departing early will be charged on a prorated basis. Summer residents will be charged a minimum of 15 days. Residents assigned to a space late, but within the first fifteen days of the contract period and those who leave within the last fifteen days of the term pay the entire term housing charges. Residents residing in Housing during Spring term 2020 **remain living in their spring term space until instructed to move by Housing.**

Summer residents with a 2020-2021 Housing Contract are allowed to stay on campus from the end of Summer term until Fall opening without additional housing charges. If no 2020-2021 Housing Contract is in place, resident must check out by noon on Friday, August 14, 2020.

If early arrival for Fall term 2020 is required, apply for Summer housing. All early arrivals will be charged \$50 per week until housing opens for fall term on September 26, 2020.

3. Eligibility for University Housing. To be eligible for University housing during Summer term, Resident must be an incoming or current Oregon Tech undergraduate student or graduate student, OR have a connection to a campus department to be eligible for on campus housing. Other requests for on campus housing may be granted on a case-by-case basis and at the sole discretion of the Director of Housing and Residence Life.

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- 4. Contract Type.** This Contract is for a bed space within a University housing facility and **not for a particular room or type of housing**. This Contract is personal to Resident and not transferable or assignable to another person. By signing this Contract, Resident agrees to accept their room assignment, and understands that this assignment may change during the Summer term.
- 5. Application and Confirmation Deposit.** The applicant must be admitted to a degree program at Oregon Tech (or OHSU School of Nursing) to be eligible for on campus housing. The applicant must bind self to the terms and conditions of this Contract by completing, and e-signing, this Contract and any other required form(s), accompanied by a \$150 housing deposit (the "**Deposit**"), of which \$50 is a non-refundable application fee, which is fully earned by University immediately upon payment by applicant. **No financial aid awards may be used to pay the Deposit.** An applicant under 18 years of age must have this Contract countersigned by a parent or legal guardian using the Parent Signature link at www.oit.edu/housing. **If the applicant has a current housing deposit on file no additional deposit is required for Summer term.**
- 6. Building and Room Assignments.**

 - (a) Housing assignments are made without regard to race, religion or national origin.
 - (b) Assignment to a University housing facility and occupancy thereof are ultimately contingent upon Resident's final acceptance for admission at University, timely payment of the Deposit if still needed, and Resident's full-time enrollment in spring/fall term class and availability of space. Housing assignments and decisions to accept an applicant for University housing may be based on previous behavior or conduct of the applicant.
 - (c) The Housing Office makes reasonable efforts to assign housing to every Resident in accordance with roommate and/or room-type preference (single-occupancy, double-occupancy, or a room in a Village apartment). Housing does not make any guarantees to meet all requests or guarantee compatible roommates.
 - (d) Only Resident may officially check in (pick up and sign for access to the assigned room and building) and occupy the housing space assigned to Resident.
 - (e) If Resident occupies a double-occupancy room without a roommate, Resident must keep the room ready for a roommate to move in at any time or face disciplinary actions and possible fines or fees, including being required to pay the single room housing costs. The term "ready for a roommate" means the second bed, desk, drawers, wardrobe, and bookshelf in Resident's room are kept free of items.
 - (f) The Housing Office reserves the right to make or change room assignments at any time, including, but not limited to purpose of: consolidation of space or imposition of sanctions as a result of conduct or contract violations. In the Residence Hall, if space allows, Resident may have the option of converting the room into a single-occupancy room and paying the single room rate.
 - (g) If there is a vacancy in Resident's room during the term of this Contract, refusal (including, but not limited to verbal, behavioral, or other means of rejection) of a roommate or unwillingness to work with Housing Office in finding/accepting a roommate may result in disciplinary action and potentially higher fees. Refusal of a roommate may also result in Resident being assigned to a different hall or room.
 - (h) Resident may not change rooms without the approval of Housing Office in accordance with the applicable room change policies. If Resident changes rooms without authorization, Resident may face disciplinary actions, financial costs, and may be required to return to assigned space.
 - (i) Resident may not live in a Village apartment alone. If this occurs, Resident will be subject to the consolidation process described in paragraph 6(f) and will either accept new roommates or move to another housing assigned space.
 - (j) All rooms in University housing will be inspected for health and safety standards and compliance with the terms of this Contract. If Resident's space is found below health and safety standards, Resident is given three (3) days to rectify all documented issues in the space up to the prescribed health and safety standards. If the issues are not addressed within time frame allotted, Housing Office staff will remedy the issue(s) and charge Resident's University student account for associated costs.

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- 7. Occupancy.** Except as indicated in this paragraph, Resident housing assignments will be held until 5:00 p.m. Monday, June 22, 2020. If Resident is unable to officially check in and take occupancy before this deadline, Resident must notify the Housing Office to share their new check-in date. Failure to take occupancy by the deadline or the delayed occupancy date may, at Oregon Tech's sole discretion, result in cancellation of the room assignment.
- 8. Termination of the Contract.** Resident agrees to reside in University housing from the date Resident checks in through August 14, 2020.

 - (a) Before check-in, Resident may cancel this Contract by submitting the Housing Cancellation Form, available at www.oit.edu/housing. The refundable portion of the Deposit will be credited back to Resident's student account if the Housing Cancellation Form is received in the Housing Office on or before Monday, June 8, 2020, otherwise the entire Deposit will be retained by Oregon Tech. To cancel, please submit a Housing Cancellation Form found at www.oit.edu/housing.
 - (b) After check-in, this Contract may only be terminated prior to August 14, 2020 for one of the following reasons:

 - (i) Resident withdraws or is dismissed from University (unless the withdrawal or dismissal is a result of a disciplinary action). Upon such termination, University will retain the entire Deposit, as liquidated damages but not as a penalty, but student will not be charged for University housing fees for any subsequent academic terms.
 - (ii) Resident withdraws or is dismissed from University as a result of a disciplinary action; such termination will be effective as of the date of such withdrawal or dismissal and the University housing fees for the remaining Summer term will be charged to Resident. Upon such termination, University will retain the entire Deposit, as liquidated damages but not as a penalty, but student will not be charged for University housing fees for any subsequent academic terms.
 - (iii) During the term of the Contract, if Resident marries, enters into a domestic partnership, or becomes a parent, termination of this contract will be effective as of the date Resident provides Housing Office with proof of marriage, domestic partnership, or parental status. In such event, the University housing fees for the current term will not be prorated, University will retain the entire Deposit, as liquidated damages but not as a penalty, but student will not be charged for University housing fees for any subsequent academic terms.
 - (iv) The Resident experiences significant and unforeseeable hardships outside of the resident's reasonable control, and the University, in its sole discretion, agrees to terminate this Contract. In such event the termination date and payment of University housing fees will be agreed upon between Resident and University in writing.
 - (v) Resident may be immediately removed from University housing for violating the terms of this Contract or any Oregon Tech Policies, including nonpayment of amounts owed to Oregon Tech, as well as amounts charged to Resident's student account. If so removed, Resident will be responsible for the full University housing fees for the remainder of the Academic Term, as liquidated damages and not as a penalty.
 - (c) If Resident is under 18 years of age and requesting a termination of this Contract, the request must be accompanied by written consent from Resident's parent or legal guardian.
- 9. Financial Requirements.** Resident agrees that a housing assignment obligates Resident to pay in full University housing fees for the entire Summer Term, whether occupied by Resident or not, except as otherwise provided in this Contract. Except as explicitly provided in this Contract, housing fees for the entire Summer Term will not be reduced, refunded, or prorated for any reason. Payment for University housing for the Summer term is due by end of 2nd week of Summer term. Resident hereby authorizes University to charge Resident's University student account for all fees and charges of Resident incurred under this Contract. Any housing fee or charge that is charged to Student's account will be considered delinquent if not paid in full by the end of the second week of the applicable academic term and will be payable according to University's payment requirements, policies and practices related to delinquent accounts (refer to Business Office for more details), including, accrual of interest and other charges and registration and transcript holds.
- 10. Appeals.** Exceptions or modifications to the terms of this Contract may be requested by petition. Petitions are reviewed on a case by case basis. An exception granted to one provision of this Contract shall not be construed as a

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waiver of any other provisions of this contract. The Housing Office retains sole discretion in granting or denying petition appeals and all decisions are final. Requests for exceptions or modifications to this Contract can be submitted through the appeal form found at www.oit.edu/housing. **Appeal requests received after 30 calendar days will not be reviewed.** No change or modification to this Contract will be effective unless such change or modification is agreed to in writing by the Director of Housing and Residence Life.

- 11. Deposit.** The refundable portion of the Deposit is a guarantee of Resident's full performance under this Contract, including against breach of this Contract by Resident or termination of occupancy prior to full payment of University housing fees owed. The entire Deposit will be retained by University, as liquidated damages, and not as a penalty, in the following cases:
- (a) Resident seeks to terminate this Contract after Monday, June 8, 2020.
 - (b) Failure of Resident to pay all outstanding University housing fees and charges owed by July 15, 2020, if University, in its sole discretion, terminates this Contract as a result of such failure.
 - (c) Failure of Resident to take occupancy of the assigned University housing space by the deadline described in paragraph 8 above.
 - (d) Failure of Resident to promptly comply with established check-out procedures upon termination or expiration of this Contract.

University may apply all or any portion of the Deposit against the cost to repair damages to University property caused by Resident or related to Resident's breach of this Contract, or to any other fees or charges owed to University by Resident pursuant to this Contract. If the cost to repair damages caused by Resident or related to Resident's breach of this Contract exceeds the amount of the refundable portion of the Deposit, or remaining balance thereof, Resident is responsible for and must promptly pay to University the overage of such costs. Refunds of the refundable portion of the Deposit, when due, will be credited to the student's University account within 30 days after termination or expiration of this Contract.

- 12. Room Condition.** Resident must sign a Room/Apartment Condition Report noting the condition of the room/bedroom and associated common spaces assigned to Resident upon check in and acknowledge receipt of room key, prox card and mail-box key or combination card. A final inspection will be conducted at the time of Resident's check out as described in the *Student Housing Handbook*. Resident is required to notify Housing Office if repairs of University property are needed. Resident is not permitted to make or contract for repairs of University property.

Resident must check out of the assigned room BEFORE leaving at the end of the Summer Term unless Resident has a 2020-2021 housing contract. If Resident has an academic year contract, please work with the Housing Office to move to your fall room assignment before you leave campus for the break between summer and fall term. As a part of the checkout process, a student is responsible for turning in all key(s), prox card, mailbox key and/or combination card, and completing a final inventory of the room/apartment and associated common area spaces with a member of the Residence Life staff. All personal belongings must be removed from the room before a check out begins. Failure to follow or complete the checkout process may result in an improper checkout charge and additional housing charges accruing.

All University provided furniture is required to stay in Resident's assigned room at all times. Resident is strongly discouraged from bringing additional furniture into the room due to space restrictions. No storage is available for housing or personal furniture items.

Resident is responsible for cleaning assigned room/apartments and transporting trash and recyclables to the appropriate dumpsters and containers. Misuse of any Housing products may result in disciplinary action and charges to Resident's student account.

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- 13. Damages and Losses.** Resident is financially responsible for all damages to and losses of University property attributable to their acts, omissions, or neglect. In the event that damage to University property cannot be attributed to a specific resident or group of residents, the charges for such damage will be allocated among all residents of a community, floor, or the entire building, in University's reasonable discretion. Such charges will be added to Resident's student account, plus a 15% administrative fee. Acts of vandalism are subject to financial and disciplinary actions and to prosecution by State authorities. A minimum charge of \$500 will be assessed against Resident if found responsible for tampering with fire alarms, smoke detectors, or other fire life safety equipment on campus (including, but not limited to, disconnecting or removing the battery or by other means rendering the smoke detector inoperable or removal of EXIT signs or emergency stickers on the bedroom door).
- 14. Right of Entry.** Resident hereby authorizes University and its representatives to enter into Resident's room/apartment, as reasonable or necessary, to make repairs, replacements or perform maintenance, assess Resident's compliance with the terms of this Contract and other applicable rules and regulations, and in the event of an emergency. 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 to assess Resident's compliance with the terms of this Contract. University personnel may conduct unannounced room inspections when reasonable suspicion exists that a violation of this Contract or any Oregon Tech Policies is occurring.
- 15. Personal Property.** The Housing Office and University assume no responsibility and Resident hereby releases the Housing Office and University from and against all liability and claims for any loss, theft of, or damage to Resident's personal property and effects, or that of Resident's guests, occurring in, on, or about the resident room(s), public areas, laundry, storage rooms or elsewhere on campus, even if the loss, theft or damage results from the acts or omissions of University or its personnel, agents, or contractors. It is Resident's responsibility to keep assigned room/apartment locked at all times and valuables secured. All residents are strongly encouraged to obtain and carry renter's insurance to protect against loss or damage to personal belongings.
- 16. Housing Assignments.** The University and Housing Office reserve the following rights at any time and from time to time during the Summer Term:
- (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 University Housing in the interest of order or for disciplinary or substantial administrative reasons.
 - (c) To revise, amend, supplement, or repeal Oregon Tech Housing Policies; such revised, amended, or supplemented Oregon Tech Policies shall be binding on Resident upon adoption.
- 17. Conduct, Breach and Noncompliance.** Resident is responsible for complying with all Oregon Tech Policies and each and every term of this Contract. Disciplinary sanctions as serious as suspension or expulsion from University and removal from University Housing with concomitant risks of financial loss as stated in this Contract or the Oregon Tech Policies may result if Resident is found to have committed, attempted to commit, or assisted in committing any violation of the Oregon Tech Policies or this Contract. Noncompliance with any Oregon Tech Policies will be deemed a breach of the terms of this Contract and may result in disciplinary action under Oregon Tech's Policies. Such non-compliance may also result in removal from on-campus housing and termination of this Contract by the University. This Contract may be terminated by the Housing Office for any of the following reasons:
- (a) If Resident's behavior requires inordinate attention from staff members, roommate(s), or community members.
 - (b) If Resident's activities endanger health, safety or welfare of self or others.
 - (c) If Resident engages in gross or disruptive behavior.
 - (d) If Resident ceases to be eligible to live in University housing, for any reason.
 - (e) If Resident violates any Oregon Tech Policies or the terms and conditions of this Contract.

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(f) If Resident abuses or damages University facilities or property.

In the event the University terminates this Contract for any of the foregoing reasons, (a) Resident will remain responsible for University housing fees for the Summer Term and the Housing Deposit will not be returned to Resident, and (b) Resident may also be subject to disciplinary action, prosecution, judicial review, legal fees, and the requirement to pay the costs for damage caused to University facilities or property, as deemed appropriate by University officials.

18. Interruptions of Service. The Housing Office is not responsible for the continuation of, mail, custodial services, heating/air conditioning, maintenance, or security services at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power/water/sewer interruptions from on- or off-campus sources, or in the event of other circumstances beyond the control of Housing Office.

19. Construction Activity. Housing and Residence Life staff and affiliated partners will work in and around all residential facilities throughout the summer months. Work will begin as early as 7:00 am. If an earlier start time is warranted, residents will be notified 24 hours prior to the start day and time.

20. Summer Room Consolidation. Summer residents may be required to move to a designated Summer space.