

# FAMILY HOUSING AND UNIVERSITY APARTMENTS LEASE AGREEMENT AND COMMUNITY EXPECTATIONS



UNIVERSITY OF  
OREGON

## PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETE IT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND UNIVERSITY HOUSING

University Housing promotes a quality of life that respects the rights of individuals and provides opportunities for development through tenants' involvement in their communities. You should become familiar with this agreement so you may take advantage of the services available to you and know your obligations as a Tenant. Subject to ORS 90, if you do not comply with this agreement, you will be subject to eviction from your unit.

This contract is based on the established educational goals of the university, consideration for other tenants, health and safety standards, compliance with established laws, and the university's Student Conduct Code. Adapted facilities are available to accommodate tenants with disabilities. Applicants with qualifying disabilities have the right to request reasonable accommodations or modifications to this contract. Requests can be made by contacting the Accessible Education Center at 541-346-1155 or by e-mail at [uoaec@uoregon.edu](mailto:uoaec@uoregon.edu). The office is located Suite 360 of Oregon Hall and welcomes appointments from students.

The University of Oregon actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us and we celebrate the differences that distinguish us. University Housing has an expectation that all tenants will actively participate 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. Further, University of Oregon is deeply committed to diversity and inclusion and affirms and actively promotes the rights of all individuals to equal opportunity in education and employment at this institution. University of Oregon does not tolerate any type of prohibited discrimination in any of its programs or activities, including employment. Further, it is required by Title IX and other applicable laws not to discriminate on the basis of sex.

Questions regarding Title IX may be referred to the University of Oregon's Title IX Coordinator at 541-346-8136 and [titleixcoordinator@uoregon.edu](mailto:titleixcoordinator@uoregon.edu), located at 106 Johnson Hall, Eugene, OR 97403. All other questions regarding prohibited discrimination may be directed to the Office of Investigations and Civil Rights Compliance at: 541-346-3123. Questions regarding Title IX or other forms of prohibited discrimination may also be directed to the U.S. Department of Education, Western Region, Office for Civil Rights, at 206-607-1600 and [ocr.seattle@ed.gov](mailto:ocr.seattle@ed.gov).

Our highly trained staff await your call to discuss any questions you may have. For more information about a housing space that best suits your needs, please call 541-346-4277. Your call will be handled discreetly by authorized staff members.

### Important Notice Regarding Construction Noise

University Housing is not responsible for disruption or noise caused by construction adjacent to university-owned apartments and houses.

**UNIVERSITY HOUSING** 1220 University of Oregon Eugene, OR 97403-1220 [housing.uoregon.edu](http://housing.uoregon.edu) 541-346-4277

*University Housing is an equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act. This publication will be made in accessible formats upon request.*

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## TERMS AND CONDITIONS

By signing the signature page of this contract, you, the undersigned (“**Tenant**”), agree to the terms and conditions of this Lease Agreement (“**Lease Agreement**” or “**Agreement**”). This Agreement grants Tenant an exclusive right of possession and occupancy for a Unit (“**Unit**”) in the Family Housing and University Apartments. This Agreement obligates the University of Oregon (“**Landlord**” or “**University**”) to provide you with housing only as set forth in this Agreement. All portions of the Family Housing and University Apartments remain under the exclusive ownership and control of the University.

### AGREEMENT TERM

Tenant understands that this Lease is for a fixed-term tenancy that begins no earlier than July 1 and ends on June 30 of the contracted academic year without any notice of expiration required. However, if a Tenant is graduating prior to June 30, this Agreement is for a fixed-term tenancy that begins no earlier than July 1 and ends pursuant to the following schedule: If the Tenant is graduating after fall term, this Agreement terminates on December 31; if the Tenant is graduating after winter term, this Agreement terminates on April 15; if the Tenant is graduating after spring term, this Agreement terminates on June 30; and if the Tenant is graduating after summer term, this Agreement terminates on September 1 after the academic year. Notwithstanding the foregoing, a Tenant who is graduating may stay in the Unit through June 30 if: (i) the University Housing approves the extension and the Tenant provides proof of enrollment as a full-time student in a new program; or (ii) University Housing grants the student permission to stay past graduation. The duration of the tenancy is hereafter referred to as the “**Lease Period**.”

## 1. ELIGIBILITY

### 1.1 GENERAL ELIGIBILITY

University Housing in the Family Housing and University Apartments is provided on a space-available basis for students who meet the following criteria (“**Tenant**”):

- full-time (minimum 12 credit hours per term) undergraduate student or a full-time (minimum 9 credit hours per term) graduate or professional students enrolled at University of Oregon, a University affiliated program, or dually enrolled in Lane Community College (“**Full-Time Student**”)

Household Members are eligible to reside in the Unit with the Tenant if they meet the following criteria:

- Full-Time Student; or
- The spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent domestic partner, grandparent or grandchild of the Tenant, a person for whom the Tenant is or was a legal guardian, or any biological adopted, foster, or step child or sibling of a Tenant or the Tenant's domestic partner (“**Family Member**”)

If a Tenant no longer meets these eligibility requirements, they are in material breach of this Agreement, they must vacate the Unit, and the Landlord may terminate this Agreement and take possession of the Unit.

### 1.2 SEX CRIMES AND REGISTERED SEX OFFENDERS

If you have been convicted of a sex crime (for example, any crime involving unwelcome or otherwise unlawful acts of a sexual nature) or have been required to register as a sex offender, you are required to immediately disclose this information as part of the University Housing application process. This requirement extends beyond the submission of this application. You must immediately disclose to University Housing any later conviction of a sex crime, determination to be a sex offender, or requirement to register as a sex offender that occurs after submitting this application. You are not required to disclose any conviction in Oregon that has been set aside under ORS 137.225 or any conviction in any other jurisdiction that has been set aside by a court of competent jurisdiction.

All disclosures must be provided to Associate Director, Residence Life, Systems and Services at [housingdisclosure@uoregon.edu](mailto:housingdisclosure@uoregon.edu) or the University Housing office. If you have questions regarding the crimes covered by this disclosure requirement, you may refer to the definition of sex crimes included in ORS 163A.005 or contact the Associate Director, Residence Life, Systems and Services.

Failure to provide complete and accurate information will result in immediate denial of your application and may result in disciplinary proceedings. The University may contact you for additional information regarding the conviction. The University will respond to your application after full review of the information and circumstances of the conviction.

Notifying the University as required in this section is unrelated to and does not fulfill any requirement to register under ORS Chapter 163A.

### 1.3 PROOF OF ELIGIBILITY

Tenants must provide proof of eligibility.

### 1.4 NOTICE OF CHANGES IN TENANT'S STATUS

Any change in a Tenant's status that may render a Tenant ineligible to reside in the Unit must be reported to University Housing at <http://housing.uoregon.edu/myhousing> at least ten business days prior to the change.

### 1.5 TENANT RIGHTS

The terms and conditions of this Agreement are subject to the Landlord's and the Tenant's rights and obligations described in ORS chapter 90. To the extent that any term or condition of this Agreement conflicts with an applicable requirement of ORS chapter 90, the applicable requirements of ORS chapter 90 control and supersede this Agreement.

## 1.6 OCCUPANCY REQUIREMENTS

Occupancy limits may vary by Unit type and location. Unless otherwise permitted by the University, the Unit occupancy limits are as follows:

Units	Minimum Occupants	Maximum Total Occupants	Minimum Adults	Maximum Adults
Studio	1	2	1	1
1 Bdrm Apt/House	1	3	1	2
2 Bdrm Apt	1	4	1	2
2 Bdrm House	2	4	1	2
3 Bdrm Apt	2	6	1	3
3 Bdrm House	2	6	1	2
4 Bdrm House	2	8	2	2
5 Bdrm House	2	10	1	2

## 1.7 COMMON AREAS

All areas in or around the Unit that are not subject to any Tenants' exclusive right of possession and occupancy are the common areas ("Common Area"). Subject to the provisions of this Lease, all Tenants, including their guests and invitees, have the nonexclusive right to use the Common Area jointly with the other Tenants, guests, and invitees.

## 2. CHECK-IN AND ASSIGNMENTS

### 2.1 CHECK-IN PROCESS

Each Tenant must complete the check-in process. The check-in process includes arrival on-campus, notifying University Housing that you are taking possession of your assigned Unit, obtaining keys from staff, and completing all necessary paperwork provided by University Housing ("Check-In"). Tenant will not be permitted to Check-In until they have signed this Agreement. Further, by completing Check-In, Tenant accepts the condition of the Unit and its contents at the time of Check-In. The condition of the Unit and its contents at time of Check-In is the standard for the condition of the Unit and its contents at the termination of occupancy.

### 2.2 ASSIGNMENT PROCESS

Unit assignments are based upon date of application and eligibility requirements and are at the sole discretion of the Landlord. Specific Units are not guaranteed prior to Check-in. University Housing prioritizes the assignment of Family Housing Units to students with the highest number of family members residing together.

## 3. UNIT CHANGES AND REASSIGNMENTS

### 3.1 TENANT REQUEST TO CHANGE UNIT

Tenant may request a change of Unit. However, all Tenant requests to change Unit are subject to approval by the Landlord at Landlord's sole discretion.

### 3.2 CHANGING UNITS

Tenants granted a Unit change must perform a Check-Out for the prior Unit with University Housing upon relocation to the new Unit.

### 3.3 DELAY FEE

Tenant must pay the Unit rent rate for both Units until Tenant has relocated to the new Unit and completed Check-Out for the prior Unit.

### 3.4 TEMPORARY REASSIGNMENT

In the event of unforeseen damage to the Unit, repairs needed to the Unit, emergency, circumstances affecting the health and safety of the Tenants or the University Housing community, or other circumstances rendering the Unit uninhabitable, to the extent permissible under Oregon law, Tenant must vacate the Unit immediately upon notice from Landlord. Landlord may provide Tenants with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. In addition, Landlord may, with Tenant's consent, permanently reassign Tenant to a new Unit or terminate this Agreement.

## 4. PAYMENTS DUE UPON APPLICATION

### 4.1 INITIAL PAYMENT

Tenants who are assigned a Unit must pay an initial housing payment at the time they accept their assignment. The initial payment is equal to one month's rent or its prorated remainder.

### 4.2 SECURITY DEPOSIT

Landlord requires payment of a \$100 security deposit when Tenant accepts an offer of housing. The security deposit is held by the Landlord during the tenancy. Landlord may deduct from the security deposit any unpaid rent and the reasonable cost of repairing damage caused by Tenant, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Tenant's student account. Not more than 31 days after termination of the tenancy, the Landlord will refund the balance of the security deposit, if any, to the Tenant's student account and provide a written accounting that states specifically the basis for any deductions. The security deposit is not the Tenant's maximum liability for breach of this Lease Agreement, but is merely security the Tenant is

required to provide. A list of general repair cost estimates for common household damages can be obtained from the Spencer View Service Center.

### 4.3 PAYMENT AND REFUND INFORMATION

Additional information regarding payment, fee amounts, and due dates can be found at <https://brp.uoregon.edu/content/tuition-mandatory-fees-housing-special-fees-fines-book>. Tenants who cancel this Agreement are subject to contract termination fees pursuant to Section 9 of this Agreement.

### 4.4 NONPAYMENT

Students will not be accepted into Family Housing until they have paid the initial payment and security deposit.

## 5. RENT RATES AND UTILITIES

### 5.1 LEASE RATES

All Lease rates are posted on the University Housing website: <http://housing.uoregon.edu/apartments>. All Lease rates are subject to annual rent increases. All Lease rates are non-negotiable.

### 5.2 MONTHLY PAYMENTS.

After the initial payment, monthly rent shall be due and payable on the first day of each month, and payment shall be made as set forth in this section. Monthly Lease payments are assessed on the Tenant's student account on or about the 12th of each month prior to the due date.

### 5.3 PAYMENT LOCATION

All financial transactions are handled by, and rent is payable at or through, the University's Business Affairs Office.

### 5.4 UTILITIES

The Tenant must contract directly with the providers of all utility services that are not provided by the Landlord. All such contracts must be effective at the time the Tenant takes possession of the Unit. The Tenant is responsible for paying all utility costs incurred by the Tenant and shall hold the Landlord harmless with respect to all such charges. Utilities must remain active in the Unit, even if the Tenant is away from the Unit for an extended period of time.

Below is a list of the utilities provided by the Landlord and the utilities that Tenant must contract for directly with a provider.

Utilities by Area	Included w/ Rent (Paid by UO)	Excluded (Paid by Tenant)
<b>Spencer View</b>	Water Sewer Trash Recycling Ethernet	Electricity Television Services
<b>Graduate Village</b>	Water Sewer Trash Recycling Ethernet	Electricity Television Services
<b>Agate</b>	Water Sewer Trash Recycling Ethernet	Electricity Television Services
<b>Moon Court</b>	Water Sewer Trash Recycling	Electricity Television Services Internet Services
<b>East Campus Houses</b>	None	Water* Trash Recycling Television Services Internet Services Electricity Natural Gas (some houses only)

\*Water is included with rent for select east campus houses. Ask University Housing for details.

### 5.5 TRANSFERABILITY OF LEASE AGREEMENT

This Lease Agreement may not be assigned or sublet without the written consent of Landlord. This Lease Agreement is voidable at the option of Landlord if the Tenant assigns this Lease Agreement without the Landlord's written consent. Landlord will not consider a Tenant's request to assign this Lease Agreement to another Tenant unless (i) the recipient Tenant has resided in the Unit for at least three months prior to the transfer; (ii) the recipient Tenant's housing account is current for all payments due; (iii) the recipient Tenant submits a Housing application available online at My Housing (<http://housing.uoregon.edu/myhousing>); (iv) the recipient Tenant meets

all eligibility requirements; and (v) the recipient Tenant pays a \$100 non-transferable security deposit. Notwithstanding the foregoing, Landlord's consent to any assignment is discretionary. In the event the Landlord provides express written consent for the transfer, The Unit must be inspected prior to transfer.

## **5.6 NEW LEASE AGREEMENT**

Subject to Tenant's eligibility under Section 1 and the consent of Landlord, which may be withheld for any lawful reason, a Tenant may apply for a new Lease Agreement upon the expiration of this Agreement. A Tenant who wishes to enter into a new Lease Agreement must execute a new Lease Agreement for the following academic year on or before June 30 of each year. Notwithstanding Tenant's execution of a new Lease Agreement, this Agreement expires at the end of the Lease Period.

## **5.7 ABSENCE IN EXCESS OF SEVEN DAYS**

Tenant is required to notify the Spencer View Service Center in writing of any anticipated absence of the Tenant in excess of seven days. Tenant is required to notify the Spencer View Service Center in writing and submit the Travel Plans form available online at <https://housing.uoregon.edu/myhousing>. During such absence, the Landlord may enter the dwelling when reasonably necessary.

## **5.8 US MAILBOX**

University Housing mail service is an extension of the U.S. Postal Service and is, therefore, subject to federal law, including prohibition of mail fraud. Violations of U.S. Postal Service laws will be turned over to the U.S. Postal Service, and Tenant will also be subject to University disciplinary procedures.

## **5.9 UNIVERSITY EMAIL**

University students are assigned a university email account. Tenants are required to check their email on a frequent and consistent basis to ensure receipt of important University communications. Use of University email account is governed by University policies, including the University's policy on the Use of Email for Official and Mass Communications, found at <https://policies.uoregon.edu/use-email-official-and-mass-communications>.

## **5.10 PETITIONS**

Tenants have the right to petition for waiver of all or part of their obligations under this Lease Agreement in the event of exceptional circumstances. Petitions are available online at <http://housing.uoregon.edu/myhousing>. Landlord will only consider a petition if the Tenant's University Housing account is current and in good standing. Notwithstanding the foregoing, Landlord's consent to waive any obligation is discretionary. Petition decisions are final. Charges as a result of fire and safety infractions may not be petitioned.

# **6. HOUSING STANDARDS AND EXPECTATIONS**

## **6.1 REPORTING UNSAFE OR ILLEGAL BEHAVIOR**

The University prioritizes the safety of its students, faculty, staff, and the surrounding community. Tenants should report any unsafe or illegal behaviors to University Housing staff. University Housing staff will, when appropriate, share this information with University officials to resolve the matter. This may include sharing the information with, if necessary, the University of Oregon Fire Marshal's Office and University of Oregon Police Department.

## **6.2 SPECIFIC BEHAVIORS**

University Housing requests that Tenants 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.

## **6.3 MANDATORY REPORTERS**

All University Housing employees, including student leaders and staff, are mandated reporters of child abuse. Some University Housing employees are also required to report prohibited discrimination, including sexual harassment and assault. For information regarding who is required to report prohibited discrimination and confidential resources, please the University's websites for:

- victim assistance (<https://safe.uoregon.edu>),
- sexual and gender-based harassment and violence complaint and response policy (<https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/student-sexual-and-gender-based-harassment-and>),
- designated reporters (<https://titleix.uoregon.edu/designated-reporter-responsibilities>),
- confidential employees (<https://titleix.uoregon.edu/confidential-employee-responsibilities>), and
- student-directed employees (<https://titleix.uoregon.edu/student-directed-employee-responsibilities>).

## **6.4 HOUSING STANDARDS**

University Housing's Standards provide a safe environment conducive to sleep, study, and socializing. Tenants must comply with University Housing Standards. To ensure Tenant awareness of these standards, and for ease of reference, the University Housing Standards can be found at <https://housing.uoregon.edu/myhousing-resources>. University Housing will also provide information regarding these standards upon Check-In. University Housing's Standards include:

- Prohibited activities
- Prohibited devices
- Keys
- Student identification
- Care and maintaining the Unit
- Security
- Fire safety
- Health and personal safety
- Quiet hours
- Guests
- Animals

- Alcohol, drugs, smoking, and tobacco

## 7. LANDLORD RIGHTS AND RESPONSIBILITIES

### 7.1 LANDLORD RESPONSIBILITIES

Landlord will keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. Landlord will provide services, including, but not limited to, (i) physical facilities, including appliances, in standard repair; (ii) effective water and weather protection; (iii) plumbing conforming to applicable code and maintained in good working order; (iv) adequate heating; (v) an electrical system conforming to applicable code and maintained in good working order; (vi) adequate receptacles for the removal of garbage (except for East Campus houses); (vii) an approved and adequate water supply system capable of supplying hot and cold water; and (viii) working locks for all outside doors and keys for Tenant.

However, the University is not responsible for any damages or losses incurred due to the loss or reduction of Services due to circumstances beyond University Housing's control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers' employees, and on- or off-campus utility interruptions. University Housing is not responsible for, and will not allow cancellation of this Lease or reduced fees for, construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to University Housing facilities.

### 7.2 PRIVACY AND REASONABLE ACCESS

Except in the case of emergency, or as otherwise provided by this Agreement or by law, the Landlord must give at least 24-hours' notice before entering the Unit, and then may enter only at reasonable times and in a reasonable manner. The Landlord will not abuse the right of access, nor use it to harass. The Tenant will not unreasonably withhold consent to access by the Landlord.

### 7.3 PEACEFUL ENJOYMENT

The Landlord is not responsible for any annoyance or disruption to Tenants resulting from noise created by external sources (i.e. private businesses, public services, construction, and University or community events).

### 7.4 WIFI AND INTERNET CONNECTION

Internet services in Family Housing and University Apartments are a part of the University's campus network. University Housing does not manage internet connectivity, operations, or services. If Tenants experience issues with their internet service, they may contact ResNet (541-346-4223) for limited assistance. In the event of a service outage, other University departments will work to restore service.

## 8. CHECK-OUT AND RESPONSIBILITY FOR DAMAGE AND LOSS

### 8.1 CHECK-OUT PROCEDURES

Residents must complete the check-out process prior to leaving their Unit at the end of the Contract Term ("Check-Out"). This also includes, but is not limited to, Check-Out upon change of Unit and termination of this contract by the student or University Housing.

The Check-Out process includes the following:

- notifying University Housing of intent to leave the Spencer View by submitting a Vacate Request at <https://housing.uoregon.edu/myhousing>,
- completing the Check-Out checklist available at <https://housing.uoregon.edu/myhousing> or the Spencer View Service Center,
- removing all personal belongings and cleaning the Unit,
- contacting utility providers to take accounts out of your name, and
- returning keys to the Spencer View Service Center during business hours.

### 8.2 MAILING ADDRESS

Upon Check-Out, Tenants must provide a current mailing address to Landlord until all liabilities and claims are paid.

### 8.3 ABANDONED PROPERTY

Landlord will dispose of any personal property left by Tenant after termination pursuant to ORS 90.425.

### 8.4 TENANT LIABILITY

Tenants will reasonably care for the Unit, furnishings, appliances, and fixtures; maintain sanitary and safe conditions acceptable to the University; and abide by the terms and conditions of this Agreement. Tenant will be liable for actual charges for cleaning, repair of damage, abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Tenants, or other loss, other than ordinary wear and tear, incurred to the Unit, Common Areas, furnishings, appliances, and fixtures (hereafter referred to collectively as "**Damage**") caused by Tenants or their guests' (i) acts or omissions; or (ii) failure to abide by the terms and conditions of this Agreement. Tenant agrees to pay such damages to the University upon demand.

### 8.5 NON-LIABILITY OF THE UNIVERSITY

Tenant is responsible for personal property belonging to the Tenant or guests. The Landlord shall not be liable for loss of or damage to personal property belonging to Tenants or guests unless loss or damage is caused by the willful misconduct or negligence of Landlord. Landlord's liability is subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.

## 9. BREACH AND TERMINATION OF LEASE AGREEMENT

### 9.1 TERMINATION

**9.1.1. TERMINATION BY EXPIRATION.** Unless Tenant or Landlord terminate this Agreement earlier, this Agreement will expire and terminate on its own terms on the last day of the Lease Period.



**9.1.2. TERMINATION BY TENANT PRIOR TO TENANCY.** Tenants who terminate this Agreement prior to the start of their tenancy will receive a refund of their housing deposit but forfeit the entire initial housing payment.

**9.1.3 TERMINATION BY TENANT DURING TENANCY.** Tenants who terminate this Agreement after the start of their tenancy on July 1 must submit a written notice to the Landlord of the Tenant's intent to terminate at least 30 days prior to vacating the Unit ("Termination Notice"). Tenant must vacate by the day indicated in the Termination Notice. Tenant is responsible for all rent and charges incurred or assessed up to and including the last day of the 30-day period, except that rent will be prorated if the Tenant vacates the Unit and the Unit is rented prior to the conclusion of the 30-day period. If the Tenant vacates the Unit prior to the conclusion of the 30-day period, the Landlord will make reasonable efforts to re-let the Unit. If the Landlord rents the Unit after the Tenant vacates but before the conclusion of the 30-day period, this Lease Agreement shall terminate as of the date the new tenancy begins. In addition to the rent described in this section, Tenant may also be subject to a termination fee.

**9.1.4 TENANT TERMINATION FEE.** The Tenant and the University acknowledge that, if the Tenant terminates this Agreement or vacates or abandons the Unit (i) the amount of the University's losses or damages likely to be incurred is incapable or is difficult to precisely estimate, and (ii) the termination fee bears a reasonable relationship to the losses likely to be incurred. Except when prohibited under ORS 90.302(e) and 90.453(2), 90.472, or 90.475, if Tenant terminates this Agreement or vacates, or abandons the Unit after the start of their tenancy on July 1 and remains enrolled in classes at the University, Tenant agrees to pay a termination fee equal to one and one-half months' rent in addition to remaining rent and charges described in section 9.1.3. Tenants who are no longer enrolled in classes upon termination of this Agreement are not subject to this termination fee.

**9.1.5 POST-TERMINATION ADDRESS.** Tenant must provide a current mailing address to University Housing until all liabilities and claims under this Agreement are paid.

**9.1.6 TERMINATION BY LANDLORD.** If Tenant materially breaches this Agreement, Landlord may terminate this Agreement by providing 30 days written notice to Tenant, unless a shorter notice period is otherwise permitted under ORS Chapter 90. Material breaches include, but are not limited to, failure to pay rent, meet eligibility requirements, comply with the Student Conduct Code, or comply with Housing Standards. Subject to ORS Chapter 90, Landlord may terminate this Agreement upon 24 hours' notice if it determines that Tenant poses a health and safety risk to other Tenants residing in Family Housing and University Apartments or any other members of the University community.

## **9.2 LANDLORD'S REMEDIES**

In addition to any remedies set forth in this Lease Agreement, the Student Conduct Code, and University Policy 571-022, Landlord shall have all available remedies in law or in equity in the event of Tenant's failure to comply with this Lease Agreement. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Tenant or obtain damages as provided by law.

## **9.3 COURT COSTS**

In the event filing fees, service fees, or court costs are incurred by the University for a forcible entry and detainer action, these expenses will be added to the Tenant's student account and the Tenant will have an obligation to reimburse the University for these expenses unless an appropriate contrary order or final judgment is entered by the court.

# **10. DISCLOSURES**

## **10.1 ASBESTOS DISCLOSURE**

Many apartment and housing units that were constructed prior to 1978 may contain building products that include asbestos. Asbestos was widely used in many building materials and may be present in small amounts in the sheetrock wall coatings. Asbestos has been identified as a potential health concern if it is not managed and maintained properly. Tenants should not install nails or screws, nor sand or grind the walls, nor use double-sided tape on the walls or ceilings in their Units because this may release dust that may contain asbestos. Walls are inspected prior to Tenant arrival to ensure that they are in good repair and pose no hazard. Maintaining the walls in the condition they are in at Check-in will ensure safety. Questions about asbestos or other potentially hazardous substances may be directed to University Housing.

## **10.2 LEAD DISCLOSURE**

The University manages a Drinking Water Monitoring Plan for campus buildings, including housing units. The University regularly tests water fixtures commonly used for drinking and cooking, such as drinking fountains and dispensers, and sink faucets in bathrooms, break rooms, and kitchen prep areas. When levels of lead from these fixtures exceed EPA-recommended levels for schools and childcare facilities, the University removes those fixtures from use, provides Tenants alternative water sources, and makes repairs until tests are below EPA-recommended levels. Tenants will be notified throughout this process. More information is available on the University's website for the Drinking Water Monitoring Program: <https://safety.uoregon.edu/drinking-water-monitoring>.

# **11. MISCELLANEOUS PROVISIONS**

## **11.1 GOOD FAITH**

Every duty and every act that must be performed under this Lease Agreement imposes an obligation of good faith in its performance or enforcement.

## **11.2 BILLING RIGHTS**

In case of billing errors or questions, a Tenant may challenge a charge within sixty days after the first bill on which the suspected error or problem appeared by directing their concerns to the Student Billing department of the Business Affairs Office (541-346-3170; <https://ba.uoregon.edu/content/billing-account>).

## **11.3 LIMITATION OF DAMAGES**

To the extent permissible by law, in no event, including negligence or strict liability, will Landlord be liable for: (i) damages that exceed the amount paid by the Tenant or a Tenant under this Agreement; or (ii) incidental, consequential, or indirect damages.

## **11.4 ENTIRE AGREEMENT**

This Lease Agreement and the addenda, laws, rules, policies, and documents referenced or included herein are the entire Agreement between the parties. No amendments or additional or differing terms thereto are binding unless signed by both parties.

### **11.5 APPLICABLE LAW**

This Agreement is governed by and shall be construed in accordance with the laws in the State of Oregon, without resort to any other jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, or suit between the University and Tenant that rises out of or relates to this Agreement shall be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon.

### **11.6 SEVERABILITY**

The invalidity, illegality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Agreement.

## **12. ADDENDUM FOR SPENCER VIEW APARTMENTS**

### **12.1 COMMUNITY ROOM**

Tenants of Family Housing and University Apartments may use the community room for recreational or educational purposes. Tenant must schedule use of community room through the Spencer View Service Center and assumes responsibility for any cleaning and/or damage charges, including common areas spaces, such as lobby and restrooms. Tenant must be present for the duration of the event. Any violations may result in loss of use of the community room.

### **12.2 GROUNDS**

**12.2.1** The Landlord will maintain common yard and playground areas, including trees and shrubbery, using modern methods with motorized equipment and fertilizers.

**12.2.2** Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch, patio, and terrace areas. Failure to maintain these areas is a violation of family housing regulations and subject to fees as set forth above.

**12.2.3** Porches, balconies, and stairwells must meet the following standards:

**12.2.3.1 FRONT PORCHES/BALCONIES.** Only furniture specifically designed for outdoor use and plants/planters are allowed on front porches and balconies. Any items outside this list are prohibited from storage on front porches/balconies. A cleared 4-foot path must exist from the doorway to the sidewalk at all times. Cobwebs should be regularly swept away by Tenants to decrease the presence of pests.

**12.2.3.2 BACK PORCHES/BALCONIES.** Only furniture specifically designed for outdoor use, plants/planters, children's toys designed for outdoor use contained to a 3'x3'x3' area, and up to two bikes or strollers (or combination of the two) are allowed on back porches and balconies. Any items outside this list are prohibited from storage on back porches/balconies. For three-story units, a cleared 4-foot path must exist from the doorway to the sidewalk at all times. Leaves should be regularly swept from the balcony to prevent mold damage or fire hazards.

**12.2.3.3 STAIRWAYS.** Stairways may never have any items stored on them or blocking their pathway. Only bikes are permitted to be stored in the space under stairwells. Bikes should not be secured to stairway railing. Any items aside from bikes are prohibited from storage under stairwells.

**12.2.4** Children's swimming pools must not exceed eighteen (18) inches in depth and must be emptied and let dry daily. Children's swimming pools may be placed on back porches/balconies to dry, but must be stored in Units or Storage Units overnight and during cooler months.

**12.2.5** Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.

**12.2.6** Barbecue grills are allowed on the patios. Keep grill away from structures and other flammable materials. Place the grill along but not touching the metal patio railing or vinyl siding. Vinyl siding will melt from the grill's heat. Allow charcoal briquettes to cool in the grill, dispose when it is cool. Do not dispose of briquettes on grounds or landscaping. Fire pits or fires for non-cooking purposes are prohibited.

**12.2.7 GARDEN PLOTS.** Tenant must request a garden plot by contacting the Area Coordinator. Gardens must be maintained according to guidelines provided. If a garden appears to be abandoned or unkempt (including but not limited to weed growth in the excess of 18 inches), University Housing will attempt to contact the Tenant assigned to the space. Subsequent inactivity will result in the plot being forfeited. Garden plots are not permitted outside of the designated spaces.

### **12.3 MOTOR VEHICLES AND PARKING**

**12.3.1** Tenants are assigned one parking space per household. Parking permits are provided by the UO Department of Transportation Services.

**12.3.2** Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, and fire lanes. Parking is prohibited on lawns.

**12.3.3** Landlord may reassign parking. Notification of this change will be provided to Tenant, and the Tenant will be responsible for relocating their vehicle to the newly assigned parking spot within five (5) calendar days. If after five (5) calendar days the Tenant's vehicle has not vacated from their old parking spot and moved to their new assigned parking, the Landlord will tow the vehicle at the Tenant's expense.

**12.3.4** Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Department of Transportation Services and the City of Eugene about parking regulations that may change annually.

**12.3.5** Motor homes, trailers, boats, ATVs, etc. and vehicles without current license plates and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's Check-in date or five days prior to a Tenant's check-out date.

## **13. ADDENDUM FOR AGATE AND MOON COURT APARTMENTS**

### **13.1 GROUNDS**

**13.1.1** The Landlord will maintain common lawn areas, trees, and shrubbery using modern methods with motorized equipment, herbicides, and fertilizers.

**13.1.2** The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch landings and stairways.

**13.1.3** Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.

**13.1.4** Tenants are not permitted to have grills or barbecues.

## **13.2 MOTOR VEHICLES AND PARKING**

**13.2.1** Housing makes no guarantee of availability of parking for any Unit. Dependent on availability, Tenants may be assigned one parking space per household. Parking permits are provided by the UO Department of Transportation Services.

**13.2.2** Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, and fire lanes. Parking is prohibited on lawns.

**13.2.3** Landlord may reassign parking. Notification of this change will be provided to Tenant, and the Tenant will be responsible for relocating their vehicle to the newly assigned parking spot within five (5) calendar days. If after five (5) calendar days the Tenant's vehicle has not vacated from their old parking spot and moved to their new assigned parking, the Landlord will tow the vehicle at the Tenant's expense.

**13.2.4** Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Department of Transportation Services and the City of Eugene about parking regulations that may change annually.

**13.2.5** Motor homes, trailers, boats, ATVs, etc. and vehicles without current license plates and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's Check-in date or five days prior to a Tenant's check-out date.

## **14. ADDENDUM FOR EAST CAMPUS HOUSES/ VILLARD STREET HOUSES**

### **14.1 LEAD WARNING STATEMENT**

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

For many years, University Housing has been applying lead-free paint to its apartments and houses. However, the underlying paint is known to have lead. All East Campus houses were built prior to 1978 and are known to contain lead-based paints. Many of the painted surfaces have been sampled and have been identified as having lead. Do not saw, sand, grind, puncture, or disturb any surface. Tenants who live in East Campus housing built prior to 1978 will also receive: (i) any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the underlying Unit; and (ii) a lead paint disclosure addendum.

### **14.2 PETS**

Notwithstanding any other terms of this Agreement, some pets are allowed in the Family Housing and University Apartments. Pets classified as "farm animals" or "urban animals" by Eugene City Code are prohibited. Chickens are prohibited. Dogs must be under the control of their respective owner at all times. Dogs must be contained in the owner's Unit when not in the presence of the owner. Dogs must be on a leash when they are outside the house unless they are contained in a fenced backyard area. Dogs may not be tied to trees or any exterior part of the house. Housing does not provide fenced areas except those that currently exist. Fencing may be removed for construction or other purposes and not replaced. When University Staff requires entry to the owner's residence for improvements, repairs or inspection, the owner will ensure that the animal is crated or out of the residence for the safety of staff entering the residency. In the event of an emergency, University staff may enter the residence without the owner present. If the animal interferes with the response to the emergency, University staff may contain the animal as needed. This may require the support of UOPD, the fire department or City of Eugene Animal Services. Owners are responsible for sanitary disposal of pet waste and any damage of grounds associated with pet. Pets must be properly cared for at all times, including when owner is away from the Unit. Failure to abide by this policy will result in a \$50 fee. Tenants with disabilities who may require an exception to this provision should contact Accessible Education Center at 541-346-1155.

In the event of a dispute involving the Tenant(s) and/ or pet(s), University Housing retains the discretion to collaboratively resolve the dispute, which may include, if necessary, relocation of the Tenant(s) and their respective pet(s).

### **14.3 GROUNDS**

**14.3.1** The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch areas, front yards, backyards, and lawn areas. This includes maintaining all vegetation we alas it is at the time of occupancy. All grass areas will not exceed six inches in length. Yard areas, including lawn and flowerbeds, shall be kept free of weeds. Maintenance of outdoor areas that fails to meet requirements and results in work performed by housing staff is a violation of Family Housing and University Apartments regulations and subject to fees.

**14.3.2 VILLARD-STREET-FACING HOUSES.** University of Oregon staff will regularly maintain, including mowing, weeding, and irrigating front lawns (up to the fence or to the back edge of the house if not fenced), trees, shrubbery, and plants using modern methods with motorized equipment, herbicides, and fertilizers. Restoration from damage to trees, flowerbeds, shrubbery, or common grounds will be charged to Tenant's student account.

**14.3.3** Vegetable gardening is only permitted in the backyard areas. Vegetable gardens may not be located within eight (8) feet of a structure.

**14.3.4** Household and personal items are prohibited from being stored or displayed on front porches and front lawn areas (including parking areas and driveways). These items include but are not limited to, appliances, signs, "yard art," bicycles, children's play toys, tents, swimming pools, outdoor grills, laundry, yard sales, filled trash bags and recyclables, bird feeders,

large flower pots, satellite dishes. Any patio furniture used on the front porch must be designed for that use and may not be used on the lawn area. Upholstered furniture not designed for outdoor use is prohibited in all areas outside of the house.

**14.3.5** Swimming pools are permitted in the backyards only. If they exceed a depth of eighteen (18) inches, they must be enclosed in a fenced backyard area with a minimum fence height of four (4) feet. Temporary fencing is not permitted. (Eugene City Code). Any grass damaged by the use of a swimming pool may result in a charge to the student account upon move out.

**14.3.6** Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.

**14.3.7** Should the condition of the property require preventive, emergency, or restorative maintenance, the Tenant accepts responsibility for any resulting utility charges that may appear on the Tenant's utility bill. University Housing will provide yard maintenance without Tenant approval as necessary. If this occurs, it is violation of Family Housing and University Apartments regulations and subject to fees.

**14.3.8 BARBECUES.** Do not use grill near any structures. Allow charcoal briquettes to cool in the grill and dispose when cool. Do not dispose of briquettes on surrounding grounds or landscaping.

#### **14.4 MOTOR VEHICLES AND PARKING**

**14.4.1** Parking is restricted to designated parking spaces and areas and shall not obstruct sidewalks, entryways, driveways, and fire lanes. Parking is prohibited on lawns. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Department of Transportation Services and the City of Eugene about parking regulations that may change annually.

**14.4.2** Motor homes, trailers, boats, ATVs, etc. and vehicles without current license plates and inoperable vehicles are prohibited and may be subject to towing at the owner's expense. Exceptions will be made during a five-day grace period immediately following a Tenant's Check-in date or five days prior to a Tenant's check-out date.

#### **14.5 USE OF ATTICS AND BASEMENTS**

Unless access is explicitly authorized by Landlord, the House's attic and basement are closed to Tenant use. Tenants are prohibited from accessing such secured areas. Housing staff will conduct periodic preventative maintenance inspection of all basements and attics. Tenants will be notified at least 24 hours in advance.

[Electronically Signed on My Housing]