

FAMILY HOUSING AND UNIVERSITY APARTMENTS RENTAL AGREEMENT AND COMMUNITY EXPECTATIONS



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 residents' 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 residents, health and safety standards, compliance with established laws, and the university's Student Conduct Code. Adapted facilities are available to accommodate residents 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. 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 residents 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 Darci Heroy, at 541-346-8136 and 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.

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 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.

DEFINITIONS

For the purpose of this Rental Agreement, the following definitions shall apply:

ACADEMIC YEAR

Fall term/fall semester through summer term/spring semester

COMMON AREA

Access roads, sidewalks, entrances, passages, lobby areas, common restrooms, elevators, stairways, vestibules, public corridors and halls, bike racks/cages, and other facilities and areas designated from time to time by Landlord for the general use and convenience of Residents and Guests

FAMILY MEMBERS

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, or a person for whom the Tenant is or was a legal guardian. It also includes the biological, adopted, foster, or step child or sibling of a Tenant or the Tenant's domestic partner.

FULL-TIME

For graduate or law Students, full-time means enrolled for a minimum of nine credit hours each term; for undergraduate Students, full-time means enrolled for a minimum of twelve credit hours each term.

GUEST

A person in or about the Unit or Common Areas at the express or implied invitation of a Resident.

HOUSEHOLD MEMBERS

A person who resides in the Unit with the Tenant, is listed on the Rental Agreement, and who is a Student or Family Member of the Tenant.

LANDLORD, MANAGER, OWNER OF PREMISES, or UNIVERSITY

The University of Oregon

1416 Columbia Street, Bean Complex, University of Oregon

Postal address: 1220 University of Oregon, Eugene OR 97403-1220 Phone: 541-346-4277

RESIDENT(S)

The Tenant and any Household Members

STUDENT

A full-time, registered student at the University of Oregon through the Academic Year.

TENANT (RENTAL AGREEMENT HOLDER)

A Student who enters into this Agreement for a particular Unit.

UNIT

The apartment or house to which the Tenant is assigned and occupies. Unless expressly noted in this agreement, the term Unit does not include attics, basements, or any outbuildings, including, but not limited to, garages or other non-dwelling structures located near the Unit.

AGREEMENT TERMS

This is a rental agreement for a Unit ("Rental Agreement" or "Agreement"). This Agreement is between the Tenant and the Landlord and 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 Family Housing through June 30 if: (1) the University Housing approves the extension and the Tenant provides proof of enrollment as a Full-Time Student in a new program; or (2) University Housing grants the Student permission to stay past graduation. The duration of the tenancy is hereafter referred to as the "Rental Period."

TERMS AND CONDITIONS OF OCCUPANCY

1. ELIGIBILITY REQUIREMENTS

1.1. GENERAL ELIGIBILITY

In order to be eligible for University Housing, the Tenant must be a Student. Household Members are eligible to reside in the Unit with Tenant if they are (i) either a Full-Time Student or a Family Member of the Tenant; and (ii) in compliance with applicable terms of this

Agreement. If a Resident 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 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

Residents must provide proof of eligibility.

1.4. NOTICE OF CHANGES IN RESIDENT'S STATUS

Any change in a Resident's status that may render a Resident 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. RESIDENT RIGHTS

The terms and conditions of this Agreement are subject to the Landlord's and the Residents' 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 shall control and supersede this Agreement.

1.6. OCCUPANCY REQUIREMENTS

Occupancy limits may vary by Unit type and location. As a general rule, subject to the terms and conditions of this Agreement, Unit occupancy limits are as follows:

Units	Minimum Occupants	Maximum 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

* - 3 adults, maximum occupants = 3

2. ASSIGNMENTS, RENT, AND OCCUPANCY

2.1. 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.

2.2. RENT AND SECURITY DEPOSIT

- 2.2.1. RENTAL RATES.** All Family Housing rental rates, including Spencer View, East Campus houses, and the Agate and Moon Court Apartments are posted on the University Housing website: <http://housing.uoregon.edu/apartments>. All rental rates are subject to annual rent increases.
- 2.2.2. INITIAL PAYMENT.** Students who are assigned a Unit in Family Housing 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.
- 2.2.3. 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 rental payments are assessed on the Tenant's student account on or about the 12th of each month prior to the due date.
- 2.2.4. 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 Rental 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 Area Office.
- 2.2.5. 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>. Students who cancel this Agreement are subject to contract termination fees described below. Students who received a fee deferral as described below, including deferral of the initial housing payment, and who cancel their housing application and contract will be charged the amounts that would otherwise not be refunded.
- 2.2.6. PAYMENT LOCATION.** All financial transactions are handled by, and rent is payable at or through, the University's Business Affairs Office.
- 2.2.7. NONPAYMENT.** Students will not be accepted into Family Housing until they have paid the initial payment and security deposit.

2.3. UTILITIES

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

2.4. UNIT CHANGES AND REASSIGNMENTS

- 2.4.1. 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.
- 2.4.2. 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 Tenant, Household Members, or the University Housing community, or other circumstances rendering the Unit uninhabitable, Tenant must vacate the Unit immediately upon notice from Landlord. Landlord may provide Residents 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.

2.5. TRANSFERABILITY OF RENTAL AGREEMENT

This Rental Agreement may not be assigned or sublet without the written consent of Landlord. This Rental Agreement is voidable at the option of Landlord if the Tenant assigns this Rental Agreement without the Landlord's written consent. Landlord will not consider a Tenant's request to assign this Rental Agreement to another Resident unless (i) the recipient Resident has resided in the unit for at least three months prior to the transfer; (ii) the recipient Resident's housing account is current for all payments due; (iii) the recipient Resident meets all eligibility requirements; and (iv) the recipient Resident pays a \$100 non-transferable security deposit. Notwithstanding the foregoing, Landlord's consent to any assignment is discretionary. The Unit must be inspected prior to transfer.

2.6. NEW RENTAL AGREEMENT

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

2.7. ABSENCE IN EXCESS OF SEVEN DAYS

Tenant is required to notify the Spencer View Housing Service Center in writing of any anticipated absence of the Residents in excess of seven days. During such absence, the Landlord may enter the dwelling when reasonably necessary.

2.8. UNIVERSITY EMAIL

University students are assigned a university email account. Residents 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>.

2.9. PETITIONS

Residents have the right to petition for waiver of all or part of their obligations under this Rental 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.

3. FAMILY HOUSING STANDARDS AND EXPECTATIONS

3.1. 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 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.

3.2. SPECIFIC BEHAVIORS

University Housing 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.

3.3. 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 see 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>).

3.4. HOUSING STANDARDS

University Housing's standards provide a safe environment conducive to sleep, study, and socializing. Residents must comply with University Housing standards. Failure to comply with the standards is a material breach of this Agreement. Any breach of this Agreement may result in fines, removal from University Housing, and other disciplinary action by University Housing or the Office of Student Conduct and Community Standards. Non-Student Resident violations of the Student Conduct Code and effects on eligibility to remain in University Housing are adjudicated by University Housing. To ensure Resident awareness of these standards, and for ease of reference, links to websites detailing these standards can be found below. University Housing will also provide information regarding these standards upon check-in. University Housing's required standards include:

- The University Student Conduct Code (<https://studentlife.uoregon.edu/conduct>)
- University Housing standards <https://housing.uoregon.edu/myhousing-resources> pertaining to:
 - Prohibited activities
 - Prohibited devices
 - Keys
 - Student identification
 - Care and maintaining residence halls and Rooms
 - Security
 - Fire safety
 - Health and personal safety
 - Quiet hours
 - Guests
 - Animals
 - Alcohol, drugs, smoking, and tobacco
- University policies (<https://policies.uoregon.edu/>)
- The City of Eugene's noise ordinances (<https://www.eugene-or.gov/DocumentCenter/View/2693/Chapter-4-Offenses>)

4. LANDLORD RIGHTS AND RESPONSIBILITIES

4.1. LANDLORD RESPONSIBILITIES

Landlord agrees will keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The Landlord will provide:

- 4.1.1. Physical facilities, including appliances, in standard repair;
- 4.1.2. Effective water and weather protection;
- 4.1.3. Plumbing conforming to applicable code and maintained in good working order;
- 4.1.4. Adequate heating;

- 4.1.5. An electrical system conforming to applicable code and maintained in good working order;
- 4.1.6. Adequate receptacles for the removal of garbage (except for East Campus houses);
- 4.1.7. An approved and adequate water supply system capable of supplying hot and cold water;
- 4.1.8. Working locks for all outside doors and keys for Tenant.

4.2. CONDITIONS BEYOND UNIVERSITY HOUSING'S CONTROL

University Housing will attempt to continue services, including, but not limited to, food and dining, mail, custodial, linen, heating, maintenance, and security ("services"), at all times. 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 contract or reduced fees for, construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to residences hall facilities.

4.3. 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.

4.4. PEACEFUL ENJOYMENT

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

4.5. WIFI AND INTERNET CONNECTION

Internet services in Family Housing are a part of the University's campus network. University Housing does not manage internet connectivity, operations, or services. If Residents 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.

5. RESPONSIBILITY FOR DAMAGE AND LOSS

5.1. RESIDENT LIABILITY FOR CLEANING AND DAMAGE

Residents will reasonably care for the Unit, its furnishings, and plumbing fixtures; maintain sanitary and safe conditions acceptable to the University; and abide by the terms and conditions of this Agreement. Tenant shall be liable for actual charges for cleaning, repair of damage, abatement of explosive, volatile, or hazardous substances and conditions owned or controlled by Residents, or other loss, other than ordinary wear and tear, incurred to the building, Unit, common areas, appliances, and equipment caused by Residents or their guests' (i) acts or omissions; or (ii) failure to abide by the terms and conditions of this Agreement. Resident agrees to pay such damages to the University upon demand.

5.2. NON-LIABILITY OF THE UNIVERSITY

Resident is responsible for personal property belonging to the Tenant, Household Members or Guests. The Landlord shall not be liable for loss of or damage to personal property belonging to Residents or Guests regardless of where the personal property is located, whether in the Unit, common areas, laundries, attics, basements, or storage rooms, 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.

6. BREACH AND TERMINATION OF RENTAL AGREEMENT

6.1. TERMINATION

- 6.1.1. **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 Rental Period.
- 6.1.2. **TERMINATION BY TENANT PRIOR TO TENANCY.** Tenants who terminate this Agreement prior to the start of their tenancy on July 1 will receive a refund of their housing deposit but forfeit the entire initial housing payment.
- 6.1.3. **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"). All Residents 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 Residents vacate the Unit and the Unit is rented prior to the conclusion of the 30-day period. If the Residents vacate 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 Residents vacate but before the conclusion of the 30-day period, this Rental 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.
- 6.1.4. **TENANT TERMINATION FEE.** The Student 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 6.1.3. Students who are no longer enrolled in classes upon termination of this Agreement are not subject to this termination fee.

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

6.1.6. TERMINATION BY LANDLORD. If Tenant or any Resident materially breaches this Agreement, Landlord may terminate this Agreement by providing 30 days written notice to Residents. Material breaches include, but are not limited to, failure to pay rent, meet eligibility requirements, comply with the Student Conduct Code, or comply with Family Housing regulations. Subject to any restrictions imposed by law, Landlord may terminate this Agreement upon 24 hours' notice if it determines that Tenant or a Resident pose a health and safety risk to Residents or other members of the campus community, including, but not limited to, those members of the campus community residing in Family Housing.

6.2. LANDLORD'S REMEDIES

In addition to any remedies set forth in this Rental 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 Resident's failure to comply with this Rental Agreement. This includes, but is not limited to, the right to initiate a forcible entry and detainer action to evict Residents or obtain damages as provided by law.

6.3. ABANDONED PROPERTY

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

6.4. 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 shall be added to the Tenant's Student account, and the Tenant shall have an obligation to reimburse the University for these expenses unless an appropriate contrary order or final judgment is entered by the court.

7. MISCELLANEOUS

7.1. GOOD FAITH

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

7.2. BILLING RIGHTS

In case of billing errors or questions, a resident 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>).

7.3. LIMITATION OF DAMAGES

To the extent permissible by law, in no event, including negligence or strict liability, will Landlord be liable for: (1) damages that exceed the amount paid by the Tenant or a Resident under this contract; or (2) incidental, consequential or indirect damages.

7.4. ENTIRE AGREEMENT

This Rental 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.

7.5. APPLICABLE LAW

This contract 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 Resident that rises out of or relates to this contract shall be brought and conducted solely and exclusively within Lane County Circuit Court for the State of Oregon.

7.6. SEVERABILITY

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

8. DISCLOSURES

8.1. 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. Residents 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 Resident 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.

8.2. 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 residents alternative water sources, and makes repairs until tests are below EPA-recommended levels. Residents 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>.

9. ADDENDUM FOR SPENCER VIEW APARTMENTS

9.1. COMMUNITY ROOM

Residents may use the community room for recreational or educational purposes. Resident must schedule use of community room through the Spencer View Housing Service Center and assumes responsibility for any cleaning and/or damage charges, including common areas spaces, such as lobby and restrooms. Resident must be present for the duration of the event. Any violations may result in loss of use of the community room. Prior to their event, residents using the community room will complete a room condition report in order to ensure any damages to the room before and after the event are noted and addressed with the correct residents.

9.2. GROUNDS

- 9.2.1. The Landlord will maintain common yard and playground areas, including trees and shrubbery, using modern methods with motorized equipment and fertilizers.
- 9.2.2. 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.
- 9.2.3. Porches, balconies, and stairwells must meet the following standards:
 - 9.2.3.1. **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 residents to decrease the presence of pests.
 - 9.2.3.2. **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.
 - 9.2.3.3. **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.
- 9.2.4. 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.
- 9.2.5. Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.
- 9.2.6. 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.
- 9.2.7. **GARDEN PLOTS.** Student 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 resident assigned to the space. Subsequent inactivity will result in the plot being forfeited. Garden plots are not permitted outside of the designated spaces.

9.3. MOTOR VEHICLES AND PARKING

- 9.3.1. Tenants are assigned one parking space per household. Parking permits are provided by the UO Department of Transportation Services
- 9.3.2. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas.
- 9.3.3. Parking is managed and governed by the parking rules of the UO Department of Transportation Services. Illegally parked vehicles, those without current license plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed.
- 9.3.4. Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. 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.
- 9.3.5. The Landlord may re-assign parking. Notification of this change will be provided to the 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, and 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.

- 9.3.6. The Landlord is not liable for any damage to the Tenant's vehicle, unless such damage is caused by Landlord's willful misconduct or negligence.

9.4. MAILBOX KEYS

Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

10. ADDENDUM FOR AGATE AND MOON COURT APARTMENTS

10.1. GROUNDS

- 10.1.1. The Landlord will maintain common lawn areas, trees, and shrubbery using modern methods with motorized equipment, herbicides, and fertilizers.
- 10.1.2. The Tenant is responsible for the day-to-day care, cleanliness, and sanitation of porch landings and stairways.
- 10.1.3. Restoration from damage to trees, flower beds, shrubbery, or common grounds and waste will be charged to tenant's student account.
- 10.1.4. Students are not permitted to have grills or barbecues.

10.2. MOTOR VEHICLES AND PARKING

- 10.2.1. Parking at Moon Court and Agate apartments is restricted to one vehicle per household and by permit only through UO Department of Transportation Services. Tenants are assigned one space per household with resident vehicle. At Agate Apartments not every unit will be assigned a space. Spaces are assigned on a first come first serve basis. Parking permits are provided by UO Department of Transportation Services. For on street parking of second vehicles, obtain a parking permit from the City of Eugene or UO Department of Transportation Services. Housing makes no guarantee of availability of street parking or the purchase of permits for street parking for any unit. Contact UO Transportation Services and the City of Eugene about parking regulations that may change annually. All vehicles must be registered with the UO Department of Transportation Services.
- 10.2.2. Parking is restricted to designated parking spaces only and shall not obstruct sidewalks, entryways, driveways, fire lanes, or bicycle parking areas. Parking is governed by the parking rules of the UO Department of Transportation Services and the city of Eugene. Illegally parked vehicles, those without current plates, and inoperable vehicles are prohibited and will be towed at owner's expense. All parking signage must be followed. Housing makes no guarantee of availability of space or permits for street parking.
- 10.2.3. Motor homes, trailers, boats, ATVs, etc. will not be allowed to park in the complex. 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.

10.3. MAILBOX KEYS

Mailbox keys will be issued to the Tenant. A \$25 charge will be assessed to the Tenant for replacing mailbox locks.

11. ADDENDUM FOR EAST CAMPUS HOUSES/VILLARD STREET HOUSES

11.1. 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, landlords 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. Residents who live in East Campus housing built prior to 1978 will also receive: (1) any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the underlying Unit; and (2) a lead paint disclosure addendum.

11.2. PETS

Notwithstanding any other terms of this Agreement, some pets are allowed in East Campus housing. 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 owners at all times. 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. Tenants 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 tenant is away from the unit. Failure to abide by this policy will result in a \$50 fee. Residents with disabilities who may require an exception to this provision should contact Accessible Education Center at 541-346-1155.

11.3. GROUNDS

- 11.3.1. 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 regulations and subject to fees.
- 11.3.2. **VILLARD-STREET-FACING HOUSES.** University of Oregon staff will regularly maintain, including mowing, weeding, and irrigating front lawn areas and side yards (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.
- 11.3.3. Vegetable gardening is only permitted in the backyard areas. Vegetable gardens may not be located within eight (8) feet of a structure.
- 11.3.4. 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.
- 11.3.5. 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.
- 11.3.6. Landlord's staff will periodically inspect the areas to ensure that the exterior appearance meets the Landlord's standards.
- 11.3.7. 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 regulations and subject to fees.
- 11.3.8. **BARBECUES.** Do not use grill near structures. Allow charcoal briquettes to cool in the grill and dispose when cool. Do not dispose of briquettes on surrounding grounds or landscaping.

11.4. MOTOR VEHICLES AND PARKING

- 11.4.1. 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.
- 11.4.2. 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.

11.5. USE OF ATTICS AND BASEMENTS

To the extent Tenants are allowed to use the Unit's attic or basement, the use of attics and basements as living quarters, bedrooms, or storage is prohibited. Basements are subject to moisture, dampness, seepage, and/or flooding. Should circumstances beyond the landlord's control require a basement or attic to be closed off to Tenant use, it is possible that laundry hook-ups will not be relocated. Housing staff will conduct periodic preventative maintenance inspection of all basements and attics. Tenant will be notified at least 24 hours in advance. Secured areas are not to be accessed by Resident.

[Electronically Signed on My Housing]