

EAST CAMPUS GRADUATE VILLAGE CONTRACT AND COMMUNITY EXPECTATIONS UNIVERSITY HOUSING



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

University Housing is intended to provide an environment suited to academic and personal growth by promoting a quality of life that respects the rights of individuals and provides opportunities for development through residents' involvement in their communities.

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.

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TERMS AND CONDITIONS

By signing the signature page of this contract, you, the undersigned (“**Resident**”), agree to the terms and conditions of this Residence Hall Contract (“**contract**”). This contract is for a unit (“**Unit**”) in University Housing and creates no right to occupy a particular Unit in a particular location or building. This contract obligates the University of Oregon to provide you with housing only as set forth in this contract. All portions of University Housing’s East Campus Graduate Village (“Graduate Village”) remain under the exclusive ownership and control of the University of Oregon.

CONTRACT TERM

Resident understands that the term of this contract (“**Contract Term**”) begins the later of July 1 of the coming academic year or the date of Resident’s Check-In (as defined below) and ends on the following June 30. However, if a Resident is graduating prior to June 30, the Contract Term begins no earlier than July 1 and ends pursuant to the following schedule: If the Resident is graduating after fall term, this contract terminates on December 31; if the Resident is graduating after winter term, this contract terminates on April 15; if the Resident is graduating after spring term, this contract terminates on June 30; and if the Resident is graduating after summer term, this contract terminates on September 1 of the following academic year. Notwithstanding the foregoing, a Resident who is graduating may stay in Graduate Village through June 30 if: (1) University Housing approves the extension and the Resident 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.

This is not a lease. Neither this contract nor your occupancy of space in University Housing is subject to the “Oregon Residential Landlord and Tenant Act” or ORS chapter 90. The University of Oregon and those acting on its behalf or at its request may, when warranted, remove any person from Graduate Village without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this contract. This contract is nontransferable and may not be assigned, subleased, or delegated to any third party.

This contract may be signed electronically by the Resident if they are 18 years of age or older without a parent’s or guardian’s signature. If the Resident is under 18 years of age, a parent’s or guardian’s signature is required.

False information provided in the application may be grounds for reassignment within, or removal from, University Housing.

1. ELIGIBILITY

1.1. GENERAL ELIGIBILITY

University Housing in the Graduate Village is provided on a space-available basis for students who meet one of the following criteria (“**Eligible Student**”):

- full-time graduate enrollment (minimum 9 credit hours per term) or full-time law program enrollment (minimum 9 credit hours per semester); OR
- At least 21 years old

Any change in enrollment or other status that may render a Resident no longer qualified as an Eligible Student must be reported to University Housing within ten business days of the change. Residents who remain in University Housing but are no longer an Eligible Student remain responsible for compliance with the terms and conditions of this contract. University Housing reserves the right to refuse housing accommodations to any student who has been sanctioned under the University Student Conduct Code, has violated the terms of this contract, or as a delinquent account for housing-related charges.

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 contracting process. This requirement extends beyond your initial agreement to this contract. 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 agreeing to this contract. 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 may result in termination of this contract and disciplinary proceedings. The University may contact you for additional information regarding the conviction. The University will respond to your request for housing 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 if requested.

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. OCCUPANCY REQUIREMENTS

Occupancy is limited to one person. Unless otherwise required or permitted by the University, Resident must: (1) continue residing in the Unit to which the Resident is assigned; and (2) be the sole occupant of that Unit.

2. PAYMENTS DUE UPON APPLICATION

2.1. INITIAL PAYMENT

Students who are assigned a Unit in Graduate Village 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. The initial housing payment is non-refundable in the event of cancellation by student.

2.2. SECURITY DEPOSIT

University requires payment of \$100 as a security deposit when Resident accepts an offer of housing. The security deposit is held by the University during the Contract Term. University may deduct from the security deposit any past due housing payments and the reasonable cost of repairing damage caused by Resident, except for ordinary wear and tear. Amounts not covered by the security deposit may be charged to the Resident's student account. Not more than 31 days after termination of this contract, the University will refund the balance of the security deposit, if any, to the Resident's student account and provide a written accounting that states specifically the basis for any deductions. The security deposit is not the maximum liability the Resident for breach of this contract, but is merely security the Resident is required to provide. A list of general repair cost estimates for common household damages can be obtained from the Spencer View Housing Service Center.

2.3. 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>. Students who cancel this Agreement are subject to contract termination fees described below.

2.4. NONPAYMENT

Students will not be accepted into Graduate Village housing until they have paid the initial housing payment and security deposit.

3. CHECK-IN AND ASSIGNMENTS

3.1. CHECK-IN

Each Resident must complete the check-in process prior to occupying their assigned Unit. 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**"). If Resident has not executed this contract prior to Check-In, by completing Check-In Resident accepts agrees to be bound by the terms and conditions of this contract, including the terms of payment outlined above. Further, by completing Check-In, Resident accepts the condition of the Unit and contents at the time Check-In. The condition of the Unit upon completion of Check-In is the standard for the condition of the Unit and contents at the termination of occupancy.

3.2. UNIT ASSIGNMENTS AND CONSIDERATIONS

Subject to the provisions of this contract and availability, the University agrees to provide Resident with space in Graduate Village. University Housing will prioritize housing opportunities in Graduate Village for full-time graduate and law students. If any Graduate Village Units remain unoccupied after providing housing for graduate and law students, University Housing may provide housing in Graduate Village for other students who are at least 21 years old on the date of Check-In. The University may attempt to accommodate Resident's preferences in Unit; however, the University cannot guarantee it can meet all requests and does not guarantee a particular Unit assignment. Unless otherwise required or permitted by the University, Resident must: (1) stay in the Unit that Resident is assigned; and (2) be the sole occupant of that Unit.

3.3. ADMINISTRATIVE ASSIGNMENTS

University Housing reserves the right to change Unit assignments at any time based on administrative needs. This includes, but is not limited to, accommodations identified by Accessible Education Center, emergency, potential health or safety risk to the Resident or the community, unforeseeable damage to the Unit, circumstances rendering the Unit uninhabitable, sanctions as a result of Student Conduct Code, or contract violations. In case of emergency, a resident may be removed from Graduate Village halls and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University. If the University changes Resident's housing assignment or houses Resident off-campus as a result of Resident's actions, any fees associated with the change shall be Resident's sole responsibility. In the event the University changes the Resident's housing assignment, Resident must vacate the Unit immediately upon notice from the University.

3.4. TEMPORARY ASSIGNMENT

Due to limited availability or other administrative limitations, students may be assigned a temporary Unit until a permanent Unit is available. When assigned to a permanent Unit, Residents agree to complete the Unit change within 48 hours of notification.

4. UNIT CHANGES AND REASSIGNMENTS

4.1. RESIDENT REQUEST TO CHANGE UNIT

Residents may request a change of Unit. However, all Resident requests to change Unit are subject to approval by University Housing at its sole discretion. Residents seeking a Unit change must complete a request form available at <https://housing.uoregon.edu/myhousing>.

4.2. CHANGING UNITS

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

4.3. DELAY FEE

Residents must pay the Unit rate for both Units until Residents have relocated into the new Unit.

5. UNIT RATES AND UTILITIES

5.1. UNIT RATES

Graduate Village Unit rates are posted on the University Housing website: <http://housing.uoregon.edu/apartments>. All rental rates are subject to annual rent increases.

5.2. MONTHLY PAYMENTS

After the initial payment, monthly payments 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 Resident'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 monthly payments are payable at the University's Business Affairs Office.

5.4. WITHHOLDING AND OFFSET

The University will withhold and apply any financial aid, as well as all scholarships, grants, fee remissions, and other loans awarded to a Resident, as an offset payment to all contracted Unit costs for the academic year.

5.5. PAST DUE AMOUNTS

University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within 10 days of the due date. Information regarding the revolving charge program and policy can be found at <https://policies.uoregon.edu/revolving-charge-accounts> and the terms and conditions of the Revolving Charge Agreement can be found at <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>. These terms and conditions apply to University Housing payments as part of the terms and conditions of this contract, regardless of whether a Resident has signed the University's Revolving Charge Agreement. Unpaid balances are subject to a 9% interest rate per annum, beginning on the eleventh day of nonpayment, as well as a \$6.00 monthly overdue billing charge. Unpaid charges may lead to removal from Graduate Village, legal fees, and other costs and charges for collection of the unpaid amount.

5.6. UTILITIES

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

6. MAIL AND E-MAIL

6.1. US MAILBOX

Graduate Village 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 the Resident will also be subject to University disciplinary procedures.

6.2. 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>.

7. HOUSING STANDARDS AND EXPECTATIONS

7.1. 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.

7.2. 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.

7.3. 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>).

7.4. HOUSING STANDARDS

University Housing's standards provide a safe environment conducive to sleep, study, and socializing. Residents must comply with University Housing standards. Violations may result in fines, removal from University Housing, and other disciplinary action by University Housing or the Office of Student Conduct and Community Standards. 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
 - Entry into Units
 - Keys
 - Student identification
 - Care and maintaining Units
 - Security
 - Fire safety
 - Health and personal safety
 - Parking
 - Quiet hours
 - Guests
 - 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>)

8. 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.

9. RESIDENT CANCELLATION OF APPLICATION AND TERMINATION OF CONTRACT

9.1. TERMINATION AND CHECK-OUT

Housing applicants or Residents may cancel their application and terminate their contract online at <https://housing.uoregon.edu/myhousing>. The Resident must complete Check-Out within 30 days of terminating this contract. Residents who terminate this contract upon withdrawing from the University must complete Check-Out within three days of withdrawal from the University. Residents who terminate this contract will remain subject to this contract and be charged for housing through the date of Check-Out, regardless of their date of departure from Graduate Village. Any housing payments in excess of amounts incurred, including any applicable contract termination fees, etc., will be applied to the Resident's student account and handled in accordance with the University's Revolving Charge Agreement.

9.2. CONTRACT TERMINATION FEE

In addition to housing payments through the date of Check-Out, Students who cancel their Graduate Village housing application and terminate their contract must pay a contract termination fee unless they cancel for a reason described in Section 9.3. Information regarding the amount of the contract termination fee can be found at <https://housing.uoregon.edu/myhousing-resources>. This fee also applies to the University's termination of this contract due to Student default as described below.

The Student and the University acknowledge that, if the Student's application and contract are cancelled, including termination by the University in the event of Student default, (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.

9.3. BASES FOR CANCELLATION

A Graduate Village applicant or Resident may withdraw their application and terminate their contract if they did not attend classes at the University.

9.4. TERMINATION FEE WAIVER REQUEST

If a Student subject to the contract termination fee petitions for a waiver of the fee, the University may, in its sole discretion, waive the fee and terminate the contract under extraordinary circumstances. The student must submit a written statement demonstrating extraordinary circumstances accompanied by supporting documentation. If the University waives the fee, the student will remain responsible for paying prorated housing charges, if any, incurred from the date the Student Checked-In until cancellation. When determining whether to grant a waiver, the University considers all facts and circumstances, including, but not limited to whether the student:

- failed to register or cancelled registration for classes;
- withdrew or was dismissed for non-disciplinary academic reasons;
- completed their academic program and graduated;
- is participating in a University-operated educational leave program (such as study abroad);
- is experiencing significant, unforeseeable financial hardship outside the student's reasonable control;
- is leaving University housing due to medical or health needs documented by a licensed healthcare provider; and
- proof of marriage, domestic partnership, or parenting, and student family housing is not available.

The University will not grant a fee waiver due to a student's withdrawal or dismissal from the University in connection with Student Conduct Code violations, complaints, investigations, or sanctions due to the student's conduct.

9.5. HOUSING CHARGES AND REFUND OF INITIAL HOUSING PAYMENT

Information regarding prorated housing charges and refunds of the initial housing payment can be found above and at <https://housing.uoregon.edu/myhousing-resources>.

10. CHECK-OUT

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

10.1. CHECK-OUT PROCEDURES

The Check-Out process includes the following:

- if applicable, notifying University Housing of intent to leave the Graduate Village by submitting a Vacate Request at <https://housing.uoregon.edu/myhousing>,
- completing the Check-Out checklist available at <https://housing.uoregon.edu/myhousing> and supplied by the Housing Service Center,
- removing all personal belongings and cleaning the Unit,
- completing all necessary paperwork provided by University Housing, and
- returning keys to University Housing.

In the event that a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the student or their notarized personal representative may complete a Check-Out designee form.

10.2. FAILURE TO CHECK-OUT

University Housing will charge Residents the full housing rates until Check-Out procedures are completed. If a Resident fails to complete Check-Out, University Housing may charge additional fees to change the Unit lock and for improper Check-Out.

10.3. MAILING ADDRESS

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

10.4. ABANDONED PROPERTY

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

11. DEFAULT AND REMEDIES

11.1. DEFAULT

Resident is in default of this contract in the event of any of the following: (1) non-payment; (2) violation of the terms of this contract; (3) violation of the standards listed in Section 7; (4) failure to meet eligibility requirements; and (5) good cause, as determined by the University.

11.2. EFFECT OF DEFAULT

In the event of Resident's default, the University may use any remedy allowed at law or equity. This includes, but is not limited to, reassignment to a new Unit, fees, termination of this contract, removal of the Resident from Graduate Village, and restrictions on the right to register for courses or to receive transcripts, diploma, or degree.

11.3. TERMINATION

The University will give the student at least three days' notice prior to termination of this contract ("**Termination Notice**"). The Termination Notice will state the basis for termination and the date of termination ("**Termination Date**"). The Student may

contest the Termination Notice by responding to it with the reasons why termination is not appropriate. The Resident must cease residing in University Housing facilities and remove all of Resident's property on or before the Termination Date.

11.4. OTHER CIRCUMSTANCES TRIGGERING REMEDIES

Although Resident may not be in violation of the terms of this contract, if Resident poses a health or safety risk to themselves or if interim measures or sanctions required by the Student Conduct office or others or require, the University may immediately terminate this contract, assign the Resident to a new Unit, or take other actions as necessary.

11.5. LIABILITY

University Housing is not liable for loss or damage to personal property in resident Units, public areas, laundry, storage rooms, or elsewhere. Residents agree to pay for any damages to University Housing building, Units, appliances, and equipment caused by the Resident or the Resident's guests, except ordinary wear and tear. Residents are responsible for paying for damages to the building and for damaged or missing furniture or equipment. Residents are to be jointly and severally liable for any damages that occur within common areas. If damage in common areas within Graduate Village cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within Graduate Village, the residents of Graduate Village will be charged collectively. This is referred to as the "group damages" charge on university billing statements. It is the Residents' responsibility to keep their Units locked at all times. Residents may wish to purchase private insurance to protect their property against loss.

12. DISCLOSURES

12.1. 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 resident Check-In will ensure safety. Questions about lead, asbestos or any potentially hazardous substances may be directed to the University Housing.

12.2. LEAD DISCLOSURE

The University of Oregon manages a voluntary drinking water monitoring for campus buildings, including Graduate Village. 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 drinking water monitoring program.

<https://safety.uoregon.edu/drinking-water-monitoring>

13. GENERAL PROVISIONS

13.1. EXCEPTIONS TO CONTRACT TERMS

Amendments to the contract may be requested by petition only. Petition forms are available online at My Housing (<http://housing.uoregon.edu/myhousing>). Petitions are reviewed on an individual basis based on personal circumstances. Amendments granted to one provision of this contract shall not be construed as a waiver of any other provision. The final determination on such petitions is at the discretion of University Housing. Except as provided for in this agreement, no other amendments or modifications to this contract are allowed.

13.2. 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.

13.3. 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.

13.4. DISCLAIMER AND DISPUTE RESOLUTION PROVISIONS

In no event, including negligence or strict liability, shall the University be liable for: (1) damages that exceed the amount paid by Resident under this contract; or (2) incidental, consequential, or indirect damages. In the event the University is required to hire an attorney to enforce any provision of this contract, the University shall be entitled to its attorney fees. These fees include, but are not limited to, fees incurred on appeal, expert fees, and deposition transcript fees.

14. MISCELLANEOUS PROVISIONS

14.1. 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>).

14.2. LIMITATION OF DAMAGES

In no event, including negligence or strict liability, shall the University of Oregon be liable for: (1) damages that exceed the amount paid by the Resident under this contract; or (2) incidental, consequential or indirect damages.

14.3. CONTROLLING TERMS

If any part of this contract conflicts with applicable law or University policy, such law or policy supersedes the terms of this contract. If any part of this contract conflicts with University Housing rules or procedures, the terms of this contract supersede such rules or procedures.

14.4. COSTS OF ENFORCEMENT

In the event the University of Oregon is required to hire a third party or attorney to enforce any provision of this contract the University is entitled to repayment of the costs associated with hiring such third party. These fees include, but are not limited to, collection of unpaid amounts, as well as fees incurred for legal appeals, expert fees, and deposition transcript.

14.5. GOVERNING LAW

Any dispute arising out of or related to this Contract shall be governed by Oregon law and shall be litigated in Lane County Oregon. Resident consents to personal jurisdiction in Oregon.

14.6. ENFORCEABILITY

If any portion of this contract is deemed void, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this contract shall remain valid and enforceable.

[Electronically Signed on My Housing]