

WESTERN OREGON UNIVERSITY

Housing for Families, Graduate Students, Faculty, and Staff

Terms and Conditions of Occupancy

The Knox Street Apartments, Alder View Townhouses, and Jampsa Duplex are provided for Western Oregon University faculty, staff, and students. All applicants must meet and maintain eligibility requirements as outlined in OAR 574-090-0010 and OAR 574-090-0020 and this document. Housing during summer term is available to students provided the student is enrolled in classes the following fall term. The term of this agreement is in effect until the resident moves out or the contract is updated. A minimum of 8 credit hours (6 for graduate students) per term is required for all students to qualify for housing. Students falling below the required credit hours may petition to remain for one term. Requests are evaluated on a case-by-case basis. With the exception of the student status requirement, faculty and staff must follow all guidelines outlined in this contract unless otherwise indicated.

SECTION I: DEFINITIONS

Knox Street, Alder View, and Jampsa Duplex refers to all housing apartments operated by Western Oregon University which are rented to those students, faculty, and staff who qualify to rent such apartments including all grounds and buildings used by the residents based on the definitions below.

Contracted Resident is a qualified resident who signs this document and officially contracts with University Housing.

Dependent is anyone meeting the dependent definitions as outlined in the Internal Revenue Code.

Domestic Partnership is defined as a legal relationship between two individuals who live together and are legally registered in Oregon as domestic partners. Documentation of domestic partnership required.

Family is defined as a WOU student/faculty/staff member and spouse/registered domestic partner with or without child/children, or a WOU student/faculty/staff member with legal custody of dependent child/children. All components of the family must reside together full-time. Documentation of marriage required.

Family Housing is defined as Western Oregon University housing that includes Alder View Townhouses, Knox St Apartments, and Jampsa Duplex.

Resident is any approved occupant of a Family Housing unit.

Student is enrolled at Western Oregon University, maintains full time student status (6 credits or more for graduate students, 8 credits or more for undergraduate students) in good standing during the academic year.

SECTION II: CONTRACT OBLIGATIONS

This contract is designed so that the residents who abide by the contract receive the greatest benefit. The terms and conditions of occupancy are based on the established educational goals of the University, consideration for other residents, health and safety standards, and compliance with established laws and the Code of Student Responsibility.

Residents not in compliance with the terms and conditions of occupancy or the Code of Student Responsibility, may be subject to disciplinary action including eviction from housing. Questions concerning any of the terms and conditions, or any other aspect of living on campus, should be directed to University Housing.

1. Application for Housing: An application fee is not required upon the submission of an application for Family Housing unless a space is immediately available. When a space becomes available, the first qualifying applicant will be offered the space. An application fee and a deposit will be required at that time.

Deposit: For contracts established October 1, 2017 or later, a \$500.00 deposit is due at the time the contract is signed. Deposits are payable in advance and cannot be charged to applicant's WOU account. Upon termination of the contract, if the apartment is not left in pre-move-in condition, the deposit will be applied to charges related to cleaning and damages. Additional charges for cleaning or damages beyond the \$500.00 deposit will be applied to the contracted resident's account.

2. Assignment: This contract is not assignable without the prior written consent of University Housing. It may be declared void by the University should such an unapproved assignment be attempted.

Rental Fee: The monthly rental fee for Family Housing is listed on the Housing Rate Sheet for the appropriate academic year and posted on the University Housing website at: <http://www.wou.edu/housing/>. Rates are assessed and adjusted on a yearly basis, and take effect October 1. A minimum of 30 days notice will be given for rate increases. The Western Oregon University Board of Trustees has authority to modify charges during any academic year if cost expectations on which charges are based substantially exceed present estimates. This includes any substantial increases in energy costs. Payments are to be made at the Cashier's Office in the Administration Building, on or before, the first of each month (*students living in Family Housing and receiving Financial Aid should expect that rent for the full academic term will be taken out of the Financial Aid payment at the*

beginning of each term. This procedure is required by the Federal government). Rental fees for a period of one term are applied to your account on a term by term basis. However, rent is payable by month, and must be paid by the first of every month. In the event of an unpaid debt, the University and State of Oregon collection procedures will prevail and collection charges will be assessed. The contracted resident will be responsible for attorney fees and any other costs and charges incurred in the enforcement of collection. The debt may be assigned to a commercial collection agency and/or the Department of Revenue, and will be assessed a 15%-25% referral charge. In addition, the collection agency will add the cost of the service to the resident's account. The collection fees could range from 20%-33% of the amount referred.

Contracted residents who choose to leave Family Housing during the term of this contract may do so without acquiring additional rental fees by giving a minimum of **30 days notice** to the Office of University Housing prior to the designated check out date. If 30 days (or more) notice of departure is not given, the contracted resident will be charged a fee of a minimum of one month's rent. Contracted residents are responsible for keeping the University Business Office informed of any name or address change until all liabilities and claims have been met satisfactorily. Unpaid debts to the University will preclude subsequent enrollment at WOU.

3. **Check-in and Check-out:** Upon check-in, an inventory form will be completed listing the condition of the apartment, number of keys/fobs issued, and other apartment conditions. Upon check-out, contracted residents shall contact their Apartment Manager to formally check-out of the apartment. Check-out will include completion of the inventory form and return of all assigned keys. If proper check-out is not followed, a charge of \$100.00 will be assessed to the contracted resident for improper check-out. Please see section II, #15 for fees regarding keys/fobs.
4. **Occupancy:** Only family members, as defined in Section I, may reside in the apartment. All components of the family used to establish eligibility must reside together in the unit at all times. Guests may not visit for longer than one week without written approval from the residential staff.
5. **Subleasing:** Subleasing of the apartment is not permitted.
6. **Contract Termination:** This contract may be terminated by either the resident or the University by providing a thirty (30) day written notice. Failure of the Resident to provide sufficient notice will result in an additional fee equivalent to one month's rent. Violations of the terms and conditions of occupancy, the Code of Student Responsibility, federal, state and local laws may lead to contract termination.
7. **Eviction:** If a Resident is evicted for conduct proscribed by WOU, the Resident will be responsible for full apartment charges through the date of the eviction. Reasons for eviction can also include nonpayment of institutional charges/fees.
8. **Liability:** Western Oregon University and the State of Oregon shall not be held liable for loss or damage to personal property in apartments, laundries, storage rooms or other public areas. It is the responsibility of the undersigned to keep the apartment or townhouse secured at all times. It is strongly recommended that a private insurance policy covering personal property loss by fire, theft, vandalism or other casualty be obtained to cover such loss.
9. **Apartment Access:** Regularly scheduled and announced apartment inspections will be held by authorized university personnel for maintenance, safety, health, and sanitation purposes, or when suspicion exists that University policy is being violated. No drawers, closets or personal items will be opened, unless necessary. Authorized personnel may enter the apartment in response to an emergency or maintenance request without notice. Any indication that the apartment is not meeting standards relative to sanitation, health, safety, and/or maintenance may result in fees to the contracted resident's account and disciplinary action (including eviction), as well as notification to appropriate authorities.
10. **Apartment Exterior:** Posting of signs or erecting of aerials, antennas, satellite dishes, etc. on the exterior of the apartment is prohibited. Residents are not allowed on roofs, not allowed to climb up the sides of buildings, or into windows. The University will retrieve any articles on the roof and the contracted resident will be charged the cost of the service.
11. **Damage and Repairs:** Contracted Residents are financially responsible for any damage to the apartment and furnishings, other than normal wear and tear. University personnel will make repairs; residents are not permitted to make or contract for repairs. Residents are responsible for damage intentionally or negligently caused by the resident, resident's family, or guests to any University Housing property.
12. **Electrical/Furnishings:** Refrigerators, stoves, water heaters, and heating units are supplied and cannot be substituted. Auxiliary electrical heating, wood or pellet stoves, or cooling devices are not allowed. Freezers, pianos/organs are not allowed. Washers/dryers are provided in individual units at Alder View and Jampsa. Washers/dryers are provided in separate laundry areas in the apartment complex area and are free for use by Knox St. residents only.
13. **Fire Hazard/Health/Safety Inspections:** The Apartment Manager will conduct inspections of all apartments for fire hazards annually and health and

safety standards once a quarter. Spot inspections will occur as needed. Residents will be given at least 24 hours notice and must grant access for such purposes, subject only to reasonable delay to ensure proper attire. The resident is expected to reasonably maintain the assigned living space relative to order, cleanliness, and safety. The resident will be held financially accountable for the repair or replacement cost of any damage to the University's apartment, and may be subject to disciplinary action and/or eviction. The resident assumes responsibility for the daily care and cleaning of the apartment, and for maintaining acceptable sanitation and safety conditions. Periodic cleanliness inspections will be made. The resident also agrees to use public areas in a mature and responsible manner and to help in assuring safety and cleanliness.

14. **Grounds:** Residents must keep grounds around the housing units free from debris, litter, and toys.
15. **Keys/Fobs:** Each adult Resident of Knox Street Apartments will be issued apartment/laundry room/mailbox keys upon checking in. Each adult resident of Alder View Townhouses will be issued an apartment and mailbox key, as well as a fob (electronic key). Each adult resident of Jampsa will be issued an apartment key. If a key/fob is lost or stolen during the occupancy period, the resident is responsible for notifying residential staff immediately and will be charged accordingly. Re-key of an apartment is \$25.00 in Knox Street Apartments and Jampsa Duplex, and \$50.00 in Alder View townhouses. Loss of the Knox Street laundry room fob will result in a \$25.00 fee charged to your account. Re-key of mailbox will result in a fee of \$25.00-\$40.00.

SECTION III: STANDARDS OF CONDUCT

Disciplinary sanctions as serious as suspension or expulsion from the University and/or eviction from housing may be imposed against any student found in violation of the prohibited behaviors listed in the Code of Student Responsibility, the Guide to Residential Living, and this contract.

1. **Alcoholic Beverages:** Use of alcohol is allowed for residents who are 21 years of age or older **if** all adult occupants of the unit are 21 years of age or older (excluding dependent children). If one of the adult occupants is under the age of 21, use of alcohol is prohibited. Alcohol may not be consumed outside (ie. porches, lawns, etc.).
2. **Bicycles:** Bicycles must be kept in designated areas and are not permitted on porches or in fire exits. Bicycles may be stored in the apartment.
3. **Candles/Flammable Materials:** Burning candles, incense, gasoline, kerosene lamps, and other flammable materials are hazardous to the health and safety of residents and are prohibited inside campus housing facilities. Candles may only be used within the fireplace structure of the Knox Street apartments.

Candles are prohibited in Alder View and Jampsa Duplex.

4. **Commercial Solicitation:** Commercial solicitation, advertising, promotion, and commercial transactions are prohibited in all areas where such activity will, or is likely to interfere with, impede or make more costly than normal, functions of that area.
5. **Controlled Substances:** Illegal use, possession or furnishing of controlled substances as defined by Chapter 475 of the Oregon Revised Statutes and regulations adopted hereunder, on University owned or controlled property or at University sponsored or supervised activities is prohibited.
Marijuana: Western Oregon University prohibits illegal use of drugs or alcohol by students, faculty, or staff. Federal law does not allow the use of medical marijuana or recreational use of marijuana as legalized by Oregon. WOU must comply with federal law and therefore, marijuana use is strictly prohibited.
6. **Dangerous Devices:** Possession, use or threatened use of firearms, fireworks, ammunition, explosives, or other objects as weapons on University property or at University sponsored or supervised activities, except as expressly authorized by law or University regulation, are prohibited.
7. **Disorderly Conduct:** Conduct resulting from drunkenness, unreasonable noise, or behavior that results in unreasonable annoyance is prohibited. This includes conduct of dependents living in the apartment/townhouse.
8. **Guest Conduct:** Residents are responsible and financially accountable to the University for the presence and conduct of anyone invited to visit or in whose visit the resident has acquiesced. This is true not only when the guest is there by explicit invitation, but also when they are there simply with the resident's current acquiescence in their presence. The guest must not interfere with the rights/freedoms of neighbors. Further regulations regarding visitation and guests are outlined in the Guide to Residential Living which can be reviewed on line at <http://www.wou.edu/housing/>.
9. **Laundry Rooms (Knox Street only):** To respect those residing in Knox Street Apartments and their ability to sleep and study in a quiet environment, the following hours of operation will be enforced for community laundry rooms:
Sunday-Thursday: 7am-11pm
Friday-Saturday: 8am-12am
Please plan accordingly when doing laundry, as use of laundry facilities after designated hours could result in disciplinary action.
10. **Noise:** Every student has the right to sleep and study without excessive noise. To ensure the rights of all community members, the following hours have been designated as Quiet Hours:
Sunday-Thursday 11pm-8am
Friday-Saturday 12am-10am

While it is the responsibility of all to control noise, it is also the responsibility of those impacted by the noise to contact the offending party and request the problem be eliminated. If this approach does not succeed please contact the Apartment Manager on duty, or the Apartment Manager for your area. If the noise becomes chronic disciplinary action will be taken.

For more information on the noise policy please refer to the Guide to Residential Living Policies: Section 8.

- 11. Parking:** One designated off street parking space is available for each apartment at the Knox Street apartments. Additional vehicles must be parked off site. There is one designated parking space for each Alder View townhouse. Additional vehicles can be parked in Parking Lot J. Parking permits are required to park in the designated parking spaces and in campus parking lots. Permits can be purchased online (<https://www.wou.edu/portal/>) and at the WOU Parking Office. No permit is required to park in the driveway of Jamps Duplex.
- 12. Pets:** Except for aquarium fish, pets are not permitted. Feeding or harboring of stray animals is also not permitted. One 10 gallon fish tank is allowed per apartment.
- 13. Public Areas/Storage:** Personal items are to be stored in the apartment. Sidewalks, porches, yards and patios may not be used to store personal belongings (exceptions to this policy include a small outdoor table/chairs and BBQ – which can be stored on apartment porches). Children’s toys and other personal items left on the grounds are subject to removal by University personnel.
- 14. Service and Emotional Support Animals:** Service and Emotional Support animals are allowed in apartments but require prior notice and certification through the Office of Disability Services. Service animals in training are not allowed to live with their trainers in apartments.
- 15. Tampering with Fire Equipment/Electrical Panels:** A minimum charge of \$100.00 will be imposed for tampering with fire alarms, smoke detectors, other fire/life safety equipment, or electrical panels. This includes disconnecting or removing smoke detector batteries, removal of fire EXIT signs, and intentionally turning off, removing, or tampering with electrical fuses or switches.

16. Tobacco: Smoking (inhaling, exhaling, burning or carrying any lighted or heated tobacco product, including legal smoking substances that are not tobacco and smoking instruments), and tobacco (including but not limited to, cigarettes, cigars, shisha pipes, water pipes (hookah), electronic cigarettes, and all forms of smokeless tobacco including but not limited to, chew, snus, snuff, sticks strips and orbs) use (including smoking, chewing, dipping or any other use of tobacco products) is prohibited on all property and in all vehicles on university property. Tobacco may not be sold or distributed on any university property

17. Trash/Recycling: Residents are responsible for moving trash and recycling to designated trash and recycle areas in their complex. Improper trash dumping may result in disciplinary action and fines.

18. Use of Facilities: Unauthorized entry to or use of institutional facilities, including buildings and grounds, is prohibited. Use of the Western Oregon University housing facilities is limited to residents, their escorted guests and other persons specifically authorized by University Housing.

19. Waterbeds: Waterbeds are not permitted.

ALL GENERAL REGULATIONS AND POLICIES STATED IN THIS CONTRACT, ALONG WITH THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO ALL RESIDENTS.

AIRFLOW: In units with forced air heating, all vents and ducts must remain unobstructed to ensure comfort for resident(s).

BATHTUBS: To prevent water damage, the shower curtain should be hanging inside the tub edge when using the bathtub to take a shower.

SECTION IV: EXCEPTIONS

Exceptions to any Provision of this Contract: Exceptions may be requested by petition. Petition forms are available in University Housing. Exceptions to one provision of this contract shall not be construed as waiver of any other provisions. The final determination on exceptions lies wholly within the discretion of University Housing.

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ALDER VIEW TOWNHOUSE, KNOX STREET APARTMENT, AND JAMPSA DUPLEX HOUSING CONTRACT

STUDENT NAME (Please Print) _____ WOU ID # _____

I have read and agree to all the terms, conditions and all covenants set forth in this agreement. A \$500 refundable* deposit is included with this signed contract. I have retained my copy of the agreement. I further understand that if I cancel my housing agreement, I must give a minimum of 30 days notice or will be required to pay one full month of rent for canceling early. * Provided unit is left in pre-occupancy condition upon check out.

Resident Signature

Effective Signature Date

Office Use Only: Deposit Received Date: _____ Apartment Assigned Move-In Date: _____