

WESTERN OREGON UNIVERSITY
Knox Street Apartments and Alder View Townhouses Contract
Terms and Conditions of Occupancy

Access to Knox Street Apartments and Alder View Townhouses (Family Housing) is provided for Western Oregon University students who maintain full time student status in good standing during the academic year, and are able to meet and maintain eligibility requirements as outlined in OAR 574-090-0010 and 574-090-0020 and this document. Housing during summer term is available provided the tenant is enrolled in classes the term before or the term after the summer term the unit is rented. The term of this agreement is in effect until the resident moves out or the contract is updated. A minimum of 12 credit hours (9 for graduate students) per term is required to qualify for housing. Students falling below the required credit hours may petition to remain in Family Housing for one term. Family Housing is also available to WOU Faculty/Staff when space is available. With the exception of the full-time student requirement, faculty and staff must follow all guidelines outlined in this contract unless otherwise indicated.

SECTION I: DEFINITIONS

For this contract's purposes, the following definitions shall apply: Knox Street and Alder View (Family Housing) refers to all apartments operated by Western Oregon University which are rented specifically and only to students who qualify under OAR 574-090-0010 and 574-090-0020 to rent such apartments; including all grounds and buildings used by the said tenants, faculty or staff, and/or University Residences staff.

Family is defined as a WOU student/faculty/staff member and spouse/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. Documentation of marriage/domestic partnership will be required.

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

Domestic Partnership is defined as a legal or personal relationship between two individuals who live together and share a common domestic life but are not joined in a traditional marriage, common-law marriage or a civil union.

SECTION II: CONTRACT OBLIGATIONS

To make your stay more comfortable and to maintain the facilities properly for future occupants, you should be familiar with the obligations placed upon you. The contract with its terms and conditions of occupancy 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.

If you do not comply with the terms and conditions of occupancy or the Code of Student Responsibility, you may be subject to disciplinary action including eviction from housing. If you have questions concerning any of the terms and conditions, or any other aspect of living on campus, contact the Office of University Residences for assistance.

- 1. Application for Housing:** An application fee is not required upon the submission of an application for Family Housing unless a space is available. When a space becomes available, the first qualifying student on the waiting list will be offered the space and an application fee will be required at that time. There are no deposits required for the contract. Occupants who leave apartments/townhouses with damages or cleaning issues will be billed accordingly.
- 2. Assignment:** This contract is not assignable without the prior written consent of the Office of University Residences. 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 University Residences and Campus Dining Rate Sheet for the appropriate Academic year and posted on the University Residences website at: <http://www.wou.edu/student/residences/costs.php>. Rates are assessed and adjusted on a yearly basis, and usually take effect October 1. A minimum of 30 days notice will be given for rate increases. The Oregon State Board of Higher Education 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 who live in Family Housing and are receiving Financial Aid should expect that rent for the full academic term will be taken out of the Financial Aid check 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. You 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 their service to your account. The collection fees could range from 20%-33% of the amount referred.

Tenants who choose to leave Family Housing during the term of this contract may do so without acquiring additional fees by giving a minimum of 30 days notice to the Office of University Residences prior to the designated check out date. If 30 days (or more) notice of departure is not given, the tenant will be charged a fee of a minimum of one month's rent. Tenants 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 - Check out:** Upon check in, an inventory form will be completed listing the condition of the apartment, number of keys/fobs issued, and various other aspects of the apartment condition. Upon check-out, tenants 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 \$75.00 will be assessed to the tenant 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 Apartment Manager and the Office of University Residences and Campus Dining.
- 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 tenant 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 tenant is evicted for conduct proscribed by WOU, OUS and/or this document, the tenant will be responsible for full room charges through the date of the eviction. Reasons for eviction can also include nonpayment of institutional charges/fees.
- 8. Liability:** The University, the Oregon State Board of Higher Education, 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 recommended that a private insurance policy covering personal property loss by fire, theft, vandalism or other casualty be obtained by the undersigned at his/her own expense to cover such loss.
- 9. Apartment Access:** Regularly scheduled and announced routine apartment inspections will be held by authorized Office of University Residences personnel (or their delegated representatives) 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 your apartment for purposes of maintenance or in response to emergencies.
- 10. Apartment Exterior:** Posting of signs or erecting of aerials, antennas, satellite dishes, etc. on the exterior of your apartment is prohibited. Tenants 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 you will be charged the cost of the service.
- 11. Damage and Repairs:** You are financially responsible for any damage to the apartment and furnishings, other than normal wear and tear. University personnel will make repairs; you are not permitted to make or contract for repairs. You are also responsible for damage intentionally or negligently caused by you, your family or your guests to other areas of the apartment complex and townhouses, and the grounds, furnishings or equipment.

- 12. **Electrical/Furnishings:** Refrigerators, stoves, water heaters, and heating units are supplied and cannot be substituted. Auxiliary electrical heating devices, wood or pellet stoves are not allowed. Freezers, pianos/organs are not allowed. Washers/dryers are provided in individual townhouses at Alder View. Washers/dryers are not provided in individual Knox Street apartments. Card-operated washers/dryers are provided in the apartment complex area.
- 13. **Fire Hazard/Health/Safety Inspections:** The Apartment Manager will conduct inspections of all apartments for fire hazards a minimum of once a year and will return for spot inspections at least once a term. 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 his/her 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 room or furnishings therein, and may be subject to disciplinary action. The resident assumes responsibility for the daily care and cleaning of his/her 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:** Tenants are responsible for keeping the grounds around the apartments and townhouses free from debris, litter, and toys.
- 15. **Keys/Fobs:** Each adult tenant of Knox Street Apartments will be issued apartment and laundry room keys upon checking in. Each adult tenant of Alder View Townhouses will be issued a key and fob (electronic key). If a key/fob is lost or stolen during the occupancy period, the tenant is responsible for notifying the Office of University Residences immediately. A lock change will be completed and the associated costs will be imposed. This also applies to keys/fobs not returned at checkout. Keys/Fobs are not to be loaned or duplicated. Rekey of an apartment is a \$25.00 fee in the Knox Street Apartments and \$50.00 in the Alder View townhouses. Loss of the Knox Street laundry room key will result in a \$100.00 fee charged to your account.

SECTION III: STANDARDS OF CONDUCT

Disciplinary sanctions as serious as expulsion or suspension from the University or eviction from University housing may be imposed against any student found committing, attempting to commit or intentionally assisting in the commission of any 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 occupants of the apartment or townhouse are 21 years of age or older. If one of the occupants is under the age of 21 (excluding dependent children), 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 kept in your apartment. Motorcycles and mopeds may be parked only in areas designated for motorcycle/moped parking. All motorcycles and mopeds require a University parking permit.
- 3. **Candles and Flammable Materials:** Burning candles, gasoline, kerosene lamps, paint thinners, 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.
- 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.

- 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:** You are responsible and financially accountable to the University for the presence and conduct of anyone you have invited to visit or in whose visit you have acquiesced. This is true not only when they are there by your explicit invitation, but also when they are there simply with your current acquiescence in their presence. The guest must not interfere with the rights/freedoms of your 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/student/residences>.
- 9. **Noise:** The concentration of living units demands that noise be kept to a minimum from mid-evening to mid-morning.
- 10. **Parking:** One designated off street parking space is available for each apt. at the Knox Street apartments. Additional vehicles will need to be parked on the street in the vicinity of the apartments. There is also one designated parking space for each Alder View unit. 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 at the Parking Office located in the Administration building.
- 11. **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.
- 12. **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.
- 13. **Tampering with Fire Equipment/Electrical Panels:** A minimum charge of \$25.00 will be imposed for tampering with fire alarms, smoke detectors, other fire/life safety equipment or electrical panels. This includes disconnecting or removing the smoke detector battery, removal of fire EXIT signs and intentionally switching off or removing electrical fuses or switches.
- 14. **Waterbeds:** Waterbeds are not permitted.
- 15. **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 the residents, their escorted guests and other persons specifically authorized by the Office of University Residences.

ALL GENERAL REGULATIONS AND POLICIES STATED IN THIS CONTRACT, ALONG WITH THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO ALL RESIDENTS OF KNOX STREET FAMILY HOUSING AND ALDER VIEW TOWNHOUSES.

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

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

SECTION IV: EXCEPTIONS

Exceptions to any Provision of this Contract: *Exceptions may be requested by petition. Petition forms are available in the Office of University Residences. 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 the Office of University Residences.*

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KNOX STREET APARTMENT AND ALDER VIEW TOWNHOUSE 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. 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.

Resident's Signature

Effective Signature Date