UNIVERSITY HOUSING

UNIVERSITY OF OREGON

CONTRACT AND COMMUNITY EXPECTATIONS

PLEASE READ THIS DOCUMENT CAREFULLY
THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND THE UNIVERSITY ACTING BY AND THROUGH ITS OREGON INSTITUTE OF MARINE BIOLOGY

The Oregon Institute of Marine Biology ("OIMB") is dedicated to providing 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, and compliance with established laws and the University policies.

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. The University expects 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, the 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. The University of Oregon does not tolerate any type of prohibited discrimination in any of its programs or activities, including employment. Further, it is required by Title IX and other applicable laws not to discriminate on the basis of sex.

Questions regarding Title IX may be referred to the University of Oregon's Title IX Coordinator at 541-346-8136 and titleixcoordinator@uoregon.edu. All other questions regarding prohibited discrimination may be directed to the Office of 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.

OIMB CAMPUS
63466 Boat Basin Road, Oregon Institute of Marine Biology, Charleston, OR 97420
https://naturalsciences.uoregon.edu/OIMB/apply/student-room-and-board
541-346-7280

The University of Oregon 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, the undersigned ("**Resident**") agrees to the terms and conditions of this OIMB Housing Contract ("**Contract**"). This is not a lease. Neither this contract nor the occupancy of space in OIMB Housing is subject to the "Oregon Residential Landlord and Tenant Act." This contract creates no right to occupy a particular room in a particular facility. This contract obligates the University of Oregon to provide housing only as set forth in this contract. All portions of OIMB housing facilities remain under the exclusive ownership and control of the University of Oregon. The University of Oregon and those acting on its behalf or at its request may, when warranted, remove any person from OIMB Housing facilities 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 by the Resident if they are 18 years of age or older without a parent or guardian's signature. If the Resident is under 18 years of age, a parent's or guardian's signature is required.

1. CONTRACT TERM

1.1. This contract is for the 2026-2027 academic year (Fall, Winter, Spring, and Summer terms). Housing for OIMB students is provided on a term basis.

i. The term contract dates are as follows: (a) Fall term contract dates are 09/28/2026 to 12/11/2026; (b) Winter term contract dates are 01/04/2027 to 03/19/2027; (c) Spring term contract dates are 03/29/2027 to 06/11/2027; and (d) Summer term contract dates are 06/21/2027 to 09/10/2027.

1. Residents requesting occupancy of, or access to, room spaces prior to the official contract beginning date (when available), or after the conclusion of the contract end date (when available), may be subject to additional room and board fees which are not included in the published rates.

1.2. **BREAKS:** OIMB campus housing is closed to students during break periods.

1.3. **FOOD SERVICE:** Meals will be served at OIMB's Dining Hall during posted hours of service. The first meal of the term is usually the Sunday before the first day of class, and the last meal of the term is usually the last day of final examinations. Exceptions may apply; any exceptions will be proactively communicated.

i. OIMB Dining may occasionally adjust posted hours to accommodate student field trips, visiting groups, and other events impacting the Dining facility. Students receive advanced notice via email of any changes to the Dining facility hours.

ii. OIMB Dining will provide food service and/or prepared meals on UO holidays occurring during any active OIMB term (e.g., Thanksgiving, Independence Day).

2. ELIGIBILITY

2.1. **ENROLLMENT:** OIMB Housing is provided on a space-available basis for students enrolled in courses at the University of Oregon's OIMB campus for a minimum of one (1) credit hour.

2.2. **GOOD STANDING:** OIMB reserves the right to refuse access to OIMB Housing to any student who has been sanctioned under the University Student Conduct Code, has violated the terms of this contract, or has a delinquent account for housing-related charges.

2.3. **SEX CRIMES AND REGISTERED SEX OFFENDERS:** All disclosures must be submitted for review to the University. For questions regarding the crimes covered by this disclosure requirement, refer to the definition of sex crimes included in ORS 163A.005, or contact the OIMB's administrative offices, which will refer Resident to the appropriate office on the Eugene campus.

i. Residents who have been convicted of a sex crime (any crime involving unwelcome or otherwise unlawful acts of a sexual nature) or have been required to register as a sex offender, are required to immediately disclose this information as part of the OIMB Housing registration process. This requirement extends beyond the submission of this housing registration. Residents must immediately disclose 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 housing registration. Residents 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.

3. PAYMENTS AND BILLING

3.1. **PAYMENT INFORMATION AND SCHEDULE:** The Resident agrees to pay the University for room and board in accordance with the rates and payment schedule as specified by the University. Information regarding payment, fee amounts, and due dates for the upcoming term can be found at https://naturalsciences.uoregon.edu/OIMB/apply/student-room-and-board. Fee amounts do not include

housing during term breaks and other housing closures. Housing fee amounts during term breaks, if available, are prorated by day.

i. **Rate and Fee Adjustments:** The University's housing rates and fees are approved annually by the University's Board of Trustees. If this housing registration and contract are submitted prior to the annual approval by the Board of Trustees, this registration's housing rates and fees are subject to change based on the rates and fees approved by the Board of Trustees.

ii. **Billing and Payment:** Resident will be billed for their Room and meal plan at the end of the second week of the term. Payments must be made in full by the end of the fourth week of the term. Payments are made online through DuckWeb using QuickPAY®.

iii. **Dispute of Charges:** In case of errors or questions, Resident may challenge a charge within sixty (60) days after the first bill on which the suspected error or problem appeared by directing their questions to Student Billing at https://ba.uoregon.edu/content/billing-account.

iv. **Past Due Amounts:** The University uses the University revolving charge account program for billing and payment for all amounts left unpaid within ten (10) days of the due date. Information, terms and conditions regarding the revolving charge program, and agreement and policy can be found at https://ba.uoregon.edu/content/billing-account-terms-and-conditions. These terms and conditions apply to housing payments as a 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 the residence halls, denial of dining facility access, and other costs and charges for collection of the unpaid amount.

v. **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 room and meal plan charges for the academic year.

4. ASSIGNMENTS

4.1. **ASSIGNMENT CONSIDERATIONS:** Subject to the provisions of this contract, the University agrees to provide Resident with space in an OIMB housing facility. Room assignments are made based on information provided in the housing registration, availability, and other considerations. The foregoing list is not exhaustive. OIMB cannot guarantee it can meet all requests or preferences. False information provided in the housing registration may be grounds for reassignment within, or removal from, an OIMB housing facility.

i. **Accommodations**: Adapted facilities are available to accommodate Resident 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 (AEC) at 541-346-1155 or by e-mail at uoaec@uoregon.edu and submitting proper documentation by the deadline. OIMB cannot proceed with disability-related housing accommodations without direction from the AEC office.

4.2. **PRIORITY:** OIMB does not guarantee a specific room assignment and does not prioritize requests except in the instance of accommodating a documented disability approved at the AEC. Eligibility will be verified prior to assignment. OIMB reserves the right to cancel room assignments of Residents declared academically ineligible, as stated in section 2 of this contract.

4.3. **PREFERENCE:** Preferences regarding housing at OIMB are requests and are not to be understood as contract stipulations. A specific room assignment based upon a Resident's request is not guaranteed

or implied. Roommate/suitemate requests are not guaranteed, and do not constitute an automatic reason for reassignment after room selection/assignment has been completed.

4.4. **ROOM CHANGE:** Residents seeking a Room change must notify OIMB's administrative office. Room changes are reviewed based on assessment of student needs and space availability; approvals are at the discretion of the OIMB Operations Manager and OIMB Director. Room changes cannot be processed in the first and last two weeks of each term.

i. Relocation: Residents granted a room change must relocate within 48 hours of receiving notice. This includes check-out from the original room and check-in to the new room.

ii. Delay: Residents who do not change Rooms within 48 hours of receiving notice may incur a delay fee pursuant to https://housing.uoregon.edu/myhousing-resources.

iii. Unauthorized Room Changes: Residents must reside in the room to which they are assigned. Residents who change rooms without approval will be required to return to their assigned room, may incur a fee pursuant to https://housing.uoregon.edu/myhousing-resources, and may be subject to sanctions for violation of the Student Conduct Code.

4.5. **CONSOLIDATION OR REASSIGNMENTS:** OIMB reserves the right to change room assignments at any time based on administrative needs. This includes, but is not limited to, consolidation of space, accommodations identified by Accessible Education Center (AEC) including utilizing an ADA-designated space for an ADA room accommodation, emergency, illness that poses a potential health risk to the community, sanctions as a result of Student Conduct Code or contract violations. In case of emergency, a Resident may be removed from the OIMB housing facility and provided with temporary housing in facilities owned, operated, leased, rented, or otherwise obtained by the University.

i. **Temporary Assignments:** Subject to availability, late applicants may be assigned a temporary Room until a permanent Room is available. Furnishings may vary for facilities that are used for temporary housing. Residents assigned a temporary Room will be charged the single Room rate with their meal plan. When assigned to a permanent Room, Residents agree to complete the Room change within 48 hours of notification.

ii. **Single Room Assignments:** Students are typically assigned to single rooms according to assessment of student needs and housing availability.

1. **Double Room Assignments:** OIMB Housing reserves the right to assign Residents to double Rooms as needed. Residents assigned to a Double room pay the same rate as Residents assigned to single Rooms.

5. FOOD SERVICES

5.1. **MEAL PLANS:** All OIMB Residents living on campus must have an OIMB Dining Hall meal plan unless otherwise permitted by OIMB. Information and details regarding meal plan options can be found at https://naturalsciences.uoregon.edu/OIMB/apply/student-room-and-board. Meal plans are available for this contract term only (non-transferable to another contract term) and will be terminated on the last day of this contract (or at time of cancellation if mid-contract term).

5.2. **UNUSED MEAL PLAN/POINTS:** OIMB takes into consideration that the average Resident may be absent for a certain number of meal periods per week and sets plans and rates accordingly. For this reason, no contract adjustments or refunds will be made for missed meals, including but not limited to the time of contract end or termination.

5.3. **GUEST MEALS:** Residents must pay in advance for guest meals. Residents must accompany their guests to the dining venues. OIMB reserves the right to limit or deny guest access.

5.4. **CONDUCT IN DINING FACILITIES:** Shoes and shirts must be worn at all times in dining venues. Food, dishes, and utensils may not be taken from the dining venues. Residents will be assessed a fee pursuant to those set forth on https://housing.uoregon.edu/myhousing-resources. Disorderly conduct is not permitted. Pets are not permitted in the dining hall.

6. POSSESSION AND VACANCY

6.1. **CHECK-IN:** Each Resident must complete the check-in process prior to residing in their assigned room. The check-in process includes arrival on-campus and obtaining building and room access information from OIMB's administrative office. Receiving access (either via electronic or physical key) to a room constitutes possession and occupancy of the room. Residents are required to complete all required forms provided by OIMB within one week of occupancy.

i. **Pre-Contract Arrivals:** Residents may request arrival prior to the designated check-in dates by submitting a request for an early check-in to OIMB's administrative office. Early check-in daily charges will be applied based on the date of check-in prior to the contract start date on a prorated basis. OIMB's ability to accommodate early check-in is very limited.

1. Residents who check-in prior to the designated check-in dates without prior approval may be assessed an additional early arrival/check-in fee.

ii. **Late Arrivals:** OIMB may cancel room assignments for Residents who do not arrive by the designated check-in dates. Residents arriving after the designated check-in dates must notify OIMB's administrative office prior to the designated check-in dates.

6.2. **VACATING AND CHECK-OUT:** Residents should check with OIMB's administrative office regarding check-out dates for each academic term.

i. **Withdrawal:** Residents must notify OIMB's administrative office if they withdraw from the OIMB program or the University. The Resident must complete Check-Out within seventy-two (72) hours of withdrawing. Residents who withdraw from the University will remain subject to this contract and be charged a prorated amount for housing and meals through the date of Check-Out, regardless of their date of withdrawal from the University. Any housing and meal payments in excess of amounts incurred, including but not limited to any applicable contract breakage fees, will be applied to the Resident's University account and handled in accordance with the University's Revolving Charge Agreement.

1. Prorated charges for housing and meals through the Resident's date of Check-Out are subject to the following additional modifications:

a. Cancellation or Contract Breakage Fee schedule as outlined in section 7.5 below;

b. Residents who check-out during the last ten (10) days of the contracted housing period for a term will be charged for all of the last ten (10) days;

c. Residents who occupy a room for fewer than ten (10) days will be charged for a minimum of ten (10) days.

ii. **Check-Out Walkthrough:** Two weeks prior to check-out, OIMB staff will conduct a walkthrough of each occupied room and complete a Check-Out Checklist noting any cleaning or repairs needed. Residents who do not resolve items on the Check-Out Checklist prior to vacancy will be assessed

fees pursuant to those set forth on https://housing.uoregon.edu/myhousing-resources. OIMB staff will provide Residents at least 24 hours' notice of the walkthrough via email and in writing in Resident mailboxes.

iii. **Check-Out:** Check-out is no later than two days after the end of the term. Residents are not permitted in the OIMB housing facilities after this date and time without prior approval from OIMB's administrative office. Residents must complete the check-out process prior to leaving their room and the housing facilities. This includes but is not limited to check-out upon change of room, cancellation of this contract by the student, or termination of housing by OIMB.

iv. **Check-Out Procedures:** The check-out process includes the following during the check-out dates or a separately pre-arranged date and time:

1. If applicable, notifying OIMB's administrative office of intent to leave the residence halls;
2. Completing the check-out checklist;
3. Removing all personal belongings and cleaning the room;
4. Completing all necessary forms provided by OIMB's administrative office; and
5. Returning any keys to OIMB's administrative office.

v. **Failure to Check Out:** OIMB's administrative office will continue to charge Residents the full room and meal plan rates until check-out procedures are completed. If a Resident fails to complete check-out, OIMB's administrative office may charge additional fees to change the room lock and for improper check-out.

vi. **Removal of Personal Property:** Residents are solely responsible for removing their belongings from the OIMB Housing facilities at the time of contract termination or the end of the OIMB Housing contract period, whichever is sooner. If a Resident is unable to retrieve their belongings and complete the Check-Out procedures, the Resident may notify OIMB's administrative office that a designated personal representative (proxy) will retrieve their belongings and complete the Check-Out procedures.

vii. **Abandoned Property:** Any personal property left behind by the Resident after Check-Out is deemed abandoned, and the University is entitled to dispose of it in any manner after 14 days of remaining unclaimed.

viii. **Mailing Address:** Residents are responsible for keeping University records up to date with their current physical address, email address, and phone number until all liabilities and claims are paid.

7. CANCELLATION AND TERMINATION OF CONTRACT

7.1. **BASIS FOR CANCELLATION:** The Resident must withdraw the housing registration and cancel or terminate this contract if they do not attend classes at OIMB. OIMB reserves the right to cancel or terminate this contract under any of the conditions described herein. Any refunds for payments will be made in accordance with the provisions of this contract and any applicable fee schedules promulgated by the Board of Trustees or University. Residents may have the right to petition cancellation or contract breakage fee as outlined below. All requests for cancellation or termination of this contract must be completed at OIMB's administrative office.

i. **Cancellation, Modification, or Termination by University:** OIMB, in its sole discretion, may modify this contract in lieu of cancellation or termination. Modification shall include, but not be

limited to, transferring the Resident to a different room or facility, or restricting the Resident's access to any OIMB Housing facility. OIMB may cancel or modify this contract and require the Resident to vacate the residence halls for any of the following reasons:

1. The Resident's room or the OIMB Housing facility where the Resident resides (or will reside) is untenable because of construction, damage, or destruction by fire, natural disaster, or other causality or condition.

2. Upon the occurrence or continuation of a pandemic, of a federal, state, or local declaration of a state of emergency related to a natural disaster, or any other significant event or as determined necessary by the University in accordance with its emergency operation and/or business continuity plans. In such case, the Resident will be billed only for days in residence.

3. When OIMB Housing facilities are unavailable, and in such event, OIMB may, in its discretion and as an alternative to cancellation, make temporary alternative off-campus housing arrangements.

4. Although Resident may not be in violation of the terms of this contract, if Resident poses a health or safety risk to themselves or others, or if interim measures or sanctions required by the Office of Student Conduct and Community Standards, The Office of Institutional Civil Rights Compliance, Dean of Students, or others require, the University may immediately terminate this contract, assign the Resident to a new room, or take other actions as necessary.

5. The Resident:

    a. Is required by law to register as a sex offender.

    b. Is charged or convicted of a crime or crimes against persons or any other conduct that may threaten the safety or security of other Residents.

    c. Is charged with violating OIMB policy or university policy.

    d. Has failed to adhere to direction given by university officials designed to protect the safety of the student or the community.

    e. In the event this contract is cancelled under this paragraph, the Resident will be charged for room and board for the days in residence.

6. Resident notifies the university that they will not be attending the university, thereby authorizing OIMB to cancel this contract. All contract cancellation or termination elements outlined herein may apply.

7. The Resident fails to take occupancy within ten (10) days of the beginning of a contract term. All Residents who do not take occupancy within ten (10) days of the beginning of a contract term will be administratively cancelled out of their room and meal plan (as applicable).

8. The Resident fails to meet their financial obligations under the terms of this contract.

9. The Resident has been academically dismissed from the university or withdraws from classes at the university. The Resident has 72 hours from date of dismissal/withdraw to vacate and check out of their room.

ii. In the event of termination of this contract, the Resident will be subject to all room and board charges up to the date of vacancy or administrative cancellation.

iii. The University will give the Resident at least 72 hours' 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").

1. The Resident may contest the Termination Notice by responding to it with the reasons why termination is not appropriate within 24 hours of receiving the Termination Notice. If OIMB determines termination is still appropriate after reviewing any information presented by the Resident, the Resident will be notified and who must cease residing in the residence halls and remove all of their property by the Termination Date.

7.2. **DEFAULT:** Resident is in default of this contract in the event of any of the following: non-payment; violation of the terms of this contract; a finding of violation of the expectations listed in Section 9.4; failure to meet eligibility requirements; and good cause, as determined by the University.

7.3. **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 Room, fees, termination of this contract, removal of the Resident from the residence halls, and restrictions on the right to register for courses or to receive transcripts, diploma, or degree.

7.4. **CANCELLATION AND CONTRACT BREAKAGE FEES:** Due to the degree of difficulty to ascertain the amount of actual damages, the Cancellation and Contract Breakage Fee represents a reasonable endeavor by OIMB to estimate fair average compensation for its harm from Resident cancellation or contract breakage. Resident understands and agrees to the cancellation and contract breakage fee schedule upon signature of this contract.

7.5. **CANCELLATION AND CONTRACT BREAKAGE FEE SCHEDULE**

i. **The Contract Breakage Fees are as follows for Residents who terminate this contract after taking Occupancy:** Residents who terminate this housing contract and remain enrolled at the University of Oregon, and have taken occupancy of their room space, are subject to a contract breakage fee equal to 50% of the remaining room and board of the contract period as stated in section 1.1 above. Contract breakage fees are based on the following:

1. The Resident completes the appropriate Residence Hall Check-Out through the My Housing portal found at: https://housing.uoregon.edu/myhousing; and

2. Date of vacancy of room space.

ii. **Cancellation or Contract Breakage Fee Waiver:** The Resident may cancel or terminate this contract without cancellation or contract breakage fee (registration fee is always non-refundable), under the following circumstances:

1. Cancellation of the contract within two (2) days (48 hours) of receipt of initial housing payment, without taking occupancy of a space. If the Resident has taken occupancy of a space within the residence halls, the contract breakage fee schedule will be applied.

2. Cancellation of this contract before the start date of the term described at Section 1.1 of this contract.

3. Completion of their academic program and graduating; vacating their assigned space at the end of their last term.

4. Participating in a university-operated educational leave program (e.g., study abroad, student-teaching outside of local area).

5. Enrollment at University of Oregon Portland Campus and/or or lease with Family Housing and University Apartments (FHUA).

6. Proof of marriage, domestic partnership, parenting, and student family housing is not available.

7. Called up for active duty or military service.

iii. **Petitions:** If the Resident was subject to the contract cancellation or contract breakage fee schedule, or other housing fees, they may petition for forgiveness of this fee. The Resident must submit a petition request to the OIMB administrative offices including a written statement demonstrating extraordinary circumstances accompanied by supporting documentation.

1. If OIMB or the University determines to forgive the fee, the student will remain responsible for paying prorated room and meal charges, if any, incurred from the date the Resident retained occupancy until cancellation or contract breakage. When determining whether to forgive a fee, OIMB and the University consider all facts and circumstances, including, but not limited to whether the student:

   a. Is experiencing significant, unforeseeable financial hardship outside the student's reasonable control;

   b. Is leaving OIMB housing necessitated by medical or health needs documented by a licensed healthcare provider;

   c. Failed to register or cancelled registration of university classes; or

   d. Withdrew or was dismissed for non-disciplinary reasons.

2. Requests to petition housing charges must be submitted within ninety (90) days of the date the charge(s) was placed on the Resident's account.

3. The decision of OIMB and the University is final.

4. The University will not forgive housing fees due to a Resident's withdrawal or dismissal from the University in connection with Student Conduct Code violations, complaints, investigations, or sanctions due to the student's conduct.

8. HOUSING STANDARDS AND EXPECTATIONS

8.1. **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 OIMB staff, including 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. OIMB 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.

8.2. **HOUSING EXPECTATIONS:** OIMB's expectations serve to provide a safe environment conducive to sleep, study, and socializing. Violations may result in fines, removal from OIMB housing, and other disciplinary action by OIMB and/or the Office of Student Conduct and Community Standards. To ensure Resident awareness of these expectations, and for ease of reference, links to websites detailing these expectations can be found below. OIMB will also provide information regarding these standards upon Check-In. Residents must comply with OIMB's required expectations, which include:

i. The University Student Conduct Code (https://studentlife.uoregon.edu/conduct)

ii. OIMB Codes of Conduct, policies, procedures, and orientation materials

iii. University policies (https://policies.uoregon.edu)

iv. The City of Coos Bay's noise ordinances (https://www.codepublishing.com/OR/CoosBay/#!/CoosBay09/CoosBay0905.html#9.05.020)

v. All applicable state and federal laws

Any enforcement processes or procedural protections found in the Student Conduct Code and City of Coos Bay ordinances referenced in this Section 8.2 are not a part of or incorporated into this contract.

8.3. **DAMAGES:** Residents agree to pay for any damages to the OIMB Housing facilities willfully or negligently caused by the Resident or the Resident's guests. Residents are responsible for paying for damages to the building and for damaged or missing furniture or equipment.

i. Residents have a responsibility to advise OIMB's administrative office, through established procedures, of any deterioration or malfunction of OIMB Housing spaces. Failure to do so may result in the Resident being assessed charges based on any special or required clean up, repair, or replacement.

ii. Residents are to be jointly and severally liable for any damages that occur within common areas. If damage in common areas within an OIMB Housing facility cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within the residence hall, the Residents of that OIMB Housing Facility will be charged collectively. This is referred to as the "group damages" charge on university billing statements.

iii. All damage charges are due immediately upon receipt of the billing statement. Unpaid charges may lead to removal from the residence halls, application of late fees, enrollment being blocked, official records being held, and other costs and charges for collection of the unpaid amount.

8.4. **ROOM ENTRY:** Residents have a reasonable right to privacy and are protected against unreasonable searches of their rooms. OIMB staff may enter a Resident's room, suite, or apartment without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared or when preventative maintenance is scheduled. Maintenance requests initiated by the Resident constitute permission to enter the Resident's room to perform needed maintenance in that space. To maintain an environment that facilitates academic success for other Residents, staff may enter a room to turn off an alarm, music, television, or other items causing a disturbance after they have been unable to locate the room's Residents.

9. COMMUNICATION AND PUBLICATION

9.1. **UNIVERSITY EMAIL:** University students are assigned a university email account. This email is the official form of communication from the university to the Resident. Residents are required to check their email on a frequent and consistent basis to ensure receipt of important university

communications. Use of a 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.

9.2. **TEXT MESSAGING:** UO's Safety and Risk Services may utilize text-messaging platforms to communicate with Residents regarding important information.

9.3. **RECEIPT OF MAIL:** Residents will be assigned a mailbox/mail cubby. All mail received at OIMB will be placed in the Resident's assigned mailbox/mail cubby or a designated parcel location. Mail service may be interrupted or suspended during breaks between terms. Residents are required to check their mailboxes on a frequent and consistent basis to ensure receipt of important University communications.

9.4. **PHOTOGRAPHS AND FILMOGRAPHY:** The Resident agrees to allow the university to use photographs or film of the Resident and/or the rooms in the OIMB Housing facilities or dining venue where the Resident may be present for the university's promotional purposes, and other promotions that the university deems appropriate.

10. COMMUNICABLE DISEASES, OR OTHER HEALTH RISKS

10.1. **CONTRACT TERMS:** The University may need to implement health and safety measures for the academic year. Below are some OIMB Housing facility health and safety requirements that the University may implement. If any of the terms listed below conflict with other terms in this contract, the terms below control and supersede any conflicting terms. OIMB may issue an addendum to this contract adding, detailing, or changing requirements for Residents related to health risks as a condition of living in the OIMB Housing facilities. Congregate living situations inherently involve an increased risk for infectious disease. OIMB works with University Health Services, University of Oregon, and Coos County Public Health to reduce risk but can never reduce risk to zero.

i. **University Health and Safety Regulations:** Residents must comply with the University's health risks regulations, as well as all public health laws, orders, rules, regulations, and guidance adopted by the University. Residents must comply with these requirements in all locations in the OIMB Housing facilities. In addition to being required and enforced under this contract, the University's regulations are also enforced through procedures established by the University's Office of Student Conduct and Community Standards.

ii. **Prohibited Hazards:** Residents are prohibited from creating health or safety hazards in the OIMB Housing facilities, including, but not limited to, behavior that poses an unreasonable risk to the health and safety of university employees, Residents, or guests.

iii. **Resident Quarantine or Isolation:** Certain infectious diseases will require isolation to reduce spread. Certain infectious diseases do not require isolation, and in these circumstances, Residents must follow recommendations/requirements to reduce spread to their roommates and close contacts (e.g., hygiene, masking, distancing). If the University experiences an infectious disease outbreak, various isolation plans may be required. This may include an isolate-in-place plan for certain infections, and under these circumstances, the infectious individual and their roommates may be asked to provide informed consent to remain in their rooms.

iv. **Dining Services:** Dining services may be modified at the discretion of OIMB due to public health concerns. For example, OIMB may limit the occupancy of the dining hall, limit the amount of time students may spend within the dining hall, or make other operational adjustments as needed. OIMB meal plans may also be modified.

v. **Termination for Safety:** Upon reasonable notice to Residents and consultation with public health authorities, OIMB may terminate this contract to reduce health risks. Termination of this contract may be necessary to further reduce residential density in the OIMB Housing facilities to expand emergency housing capacity, due to inability to find alternative housing for Residents who need relocation, to close one or all the OIMB Housing facilities, or to take other actions in the interest of public health and safety. If, at any time, the university closes the OIMB Housing facilities and requires all Residents to leave campus for the remainder of this contract term, Residents will not be charged for the remaining, canceled portion of the OIMB Housing contract period.

vi. **Remote Courses:** The University, the State of Oregon, or a public health authority may decide, at any time, that education for the academic year will be provided either primarily or exclusively via remote instruction. This contract will remain in effect regardless of the University's mode of delivery of education.

vii. **Acknowledgment of Risks:** Although OIMB and the University is implementing health and safety measures to reduce the risks associated with communicable diseases, and other health risks within the OIMB Housing facilities, University cannot eliminate the possibility of exposure to or infection with communicable diseases or other health risks.

1. By signing this contract, the Resident acknowledges the contagious nature of communicable diseases, and other potential health risks, and the risk of exposure to or infected with communicable diseases, or other health risks while living in the OIMB Housing facilities despite any health and safety measures University Housing could implement and that such exposure or infection may result in personal injury, illness, disability, or death.

11. DISCLOSURES AND PROVISIONS

11.1. **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 rooms, 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 OIMB.

11.2. **LEAD DISCLOSURE:** The University of Oregon manages voluntary drinking water monitoring for campus buildings, including residence halls. 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 with 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.

11.3. **LIMITATION OF DAMAGES:** In no event, including but not limited 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, special, consequential or indirect damages.

11.4. **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 OIMB procedures, the terms of this contract supersede such procedures.

11.5. **GOVERNING LAW:** Any dispute arising out of or related to this agreement shall be governed by Oregon law and shall be litigated in Lane County Oregon. Resident consents to personal jurisdiction in Oregon.

12. UNIVERSITY RESPONSIBILITY

12.1. **SERVICES:** OIMB will attempt to continue services, including, but not limited to, food and dining, mail, custodial, heating, maintenance, and security ("services"), at all times.

12.2. **CONDITIONS BEYOND UNIVERSITY'S CONTROL:** University is not responsible for any damages or losses incurred due to the loss or reduction of services due to circumstances beyond OIMB's control, including, but not limited to natural disaster, strike, lockout of public employees or suppliers' employees, and on- or off-campus utility interruptions. The University or OIMB is not responsible for and will not allow cancellation of this contract including but not limited to reduced fees for construction noise or disruptions associated with construction, maintenance, and service vehicles within or adjacent to OIMB Housing facilities.

12.3. **PERSONAL PROPERTY LIABILITY:** OIMB is not liable for theft, loss or damage to personal property in Resident Rooms, public areas, laundry, storage rooms, or elsewhere. It is the Residents' responsibility to keep items in their Rooms secure at all times, including but not limited to the use of padlocks for wardrobes or other storage containers. The University strongly recommends Residents confirm whether they are covered by family personal property insurance or carry private insurance policies to protect their property against loss.

12.4. **MANDATORY REPORTERS:** All OIMB employees, including student leaders and staff, are mandated reporters of child abuse. All OIMB 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 review the University's websites for:

i. victim assistance (https://safe.uoregon.edu);

ii. prohibited discrimination and retaliation policy, (https://policies.uoregon.edu/vol-5-human-resources/ch-11-human-resources-other/prohibited-discrimination-and-retaliation); and

iii. employee reporting categories and responsibilities (https://investigations.uoregon.edu/employee-responsibilities).

12.5. **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.

[Signature page to follow]

OREGON INSTITUTE OF MARINE BIOLOGY
UNIVERSITY HOUSING

UNIVERSITY OF OREGON

Please submit a signed copy of this page to OIMB to complete your Residence Hall contract.

By signing this form, OIMB and Resident agree to the terms stated in this Contract:

For University:

_____
Signature

_____
Print Name

_____
Date

For Resident:

_____
Signature

_____
Print Name

_____
Date

If Resident is under the age of 18, a signature from a parent or guardian is required.

_____
Parent/Guardian Signature

_____
Print Name

_____
Date