

UNIVERSITY HOUSING RESIDENCE AND DINING CONTRACT

TERMS & CONDITIONS for 2022-2023 ACADEMIC YEAR Madrone Hall

A. NATURE OF THE CONTRACT:

1. **Contract Offer:** The delivery of this Contract by Southern Oregon University (SOU) University Housing to the student named is an offer of accommodations and services in a residence hall located at SOU in Ashland, Oregon that is owned and leased to you by CHF Ashland, LLC ("CHF"). This offer requires the student to accept the agreement and return it by the response date specified, or before there is no space available within the residence halls. The Contract is effective once the Resident signs the Contract electronically or by hard copy by accepting the terms and conditions. This contract is between CHF, as the owner and lessor of the residence hall to which the person signing this contract has been assigned, Southern Oregon University (hereinafter referred to as "SOU" or "University") as the property manager for the residence hall and the provider of the dining services referenced herein, and the person, hereinafter referred to as the "Resident," whose signature appears on the Contract. This Contract is not transferable or assignable.
2. **Authority of Property Manager:** CHF is the owner and lessor of the property. Southern Oregon University is the manager of the property and does so on behalf of CHF. By signing this Contract, the Resident acknowledges and agrees that the University has the power and authority to enforce the terms of this Contract on behalf of CHF, including the collection of rent owed to CHF as lessor by the Resident as lessee pursuant to the terms of this Contract. In addition, the Resident acknowledges and agrees that the University has the power and authority to enforce all policies referenced in this Contract.

B. ELIGIBILITY:

1. **Eligible Students:** Any unmarried person or married person living away from their spouse and/or children who has been admitted to or has enrolled in the University as a regular, registered student is eligible to enter into the Contract with CHF and/or the University. Exception to the regular, registered student status may be provided if, in consultation with Student Financial Services and/or the Disability Resource Center, it is determined that the student requires special accommodations.
2. **First Year Residency Requirement:** All first year students who enroll at SOU (within one year of high school graduation) must live in a residence hall at SOU. Determination of First Year status is made at the start of residency and does not change until the end of the academic year, regardless of previous high school graduation date. Exceptions to this requirement may be requested by completing a Petition Request. Petitions that are generally approved for students are as follows: Living at home with parents or legal guardians within a 35 mile radius, students who have a dependent who is living with them, and married students.
3. **Loss of Eligibility:** The Resident agrees to vacate the assigned residence hall space and check out within forty-eight (48) hours after loss of status as an enrolled student. If the Resident fails to vacate within forty-eight (48) hours, the University may take possession of the assigned space, change the locks to the room/suite and mailbox(s), and charge all costs associated with that change to the Resident. The Resident does not automatically

lose eligibility for living in the residence halls when dropping to less than full-time as determined by their admission classification for any one quarter within the Contract. Eligibility will continue as long as the Resident maintains their enrollment. Reference Section C, Number 8 for applicable fees and deadlines.

C. TERMS AND CONDITIONS OF OCCUPANCY:

1. **Resident Subject to University Policies and Procedures:** The Terms and Conditions of Occupancy are 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 *Code of Student Conduct*, *Guide to Community Living*, University Dining Brochure, Schedule of Occupancy, and the University Bulletin, posted Residence Hall Rules, and all University Policies (collectively, "Campus Policies and Procedures"). Each of these laws, rules, policies and procedures is hereby incorporated by reference into this Contract. Resident is subject and agrees to abide by all requirements set forth in the Campus Policies and Procedures. For copies of these documents, please contact University Housing or refer to the SOU website.
2. **Resident Subject to University Process and Discipline:** If a Resident does not comply with the Campus Policies, Procedures or established laws, the Resident may be subject to University or Housing disciplinary action, including eviction and financial penalties. Questions concerning any of the terms and conditions of occupancy should be directed to University Housing. If a student is evicted by the University pursuant to a disciplinary or other applicable process, the Resident shall be responsible for the full cost of housing and dining for the academic year in which they were evicted, regardless of registration or enrollment status.
3. **Contract Term:** This Contract is effective for the full academic year: Fall, Winter, and Spring quarters or for such portion of the academic year remaining at the time this Contract is signed. Summer Session housing requires a separate contractual agreement, is for that session only, and will result in a new room assignment.
4. **Rates & Payments:** The Resident agrees to make payments of all fees specified in this agreement, including all such fees posted on <https://www.sou.edu/housing>. Resident agrees to pay Resident Room and Board fees for Housing accommodations and services. All payments, including any amounts ultimately owed to CHF as owner of the residence hall, will be collected by the University. Full payment for each quarter is due on the first Friday of the quarter. Minimum payment of one-third of Resident room and board fees is required on the first working day of the quarter. Any remaining balance will be assessed interest each month at nine percent per annum. All accounts-receivable balances must be paid in full prior to the following quarter's registration.
5. **Failure to Pay:** The Resident agrees that failure to make payments as required does not relieve the Resident of their obligations under this Contract and understands that nonpayment may result in denial of residence hall services, cancellation of the student's academic enrollment, and denial of subsequent University academic registration until the amounts due are paid. Delinquent accounts may be turned over to a collection agency. In such cases, the Resident will be liable for all collection fees. This includes, but is not limited to, attorney fees, court costs, and moving/storage costs. All late payments are subject to late charges as specified in the Southern Oregon University published *Special Fee Listings*, available at <https://inside.sou.edu/bus-serv/bursar/index.html>. Resident housing charges will appear on SOU billing statements.
6. **Residential Life Activity Fee:** Resident agrees to pay the Residential Life Activity Fee assessed by the Residence Hall Association and collected with residence hall fees. Resident will pay a nonrefundable Residential Life Activity Fee equal to \$40.00 per academic year.
7. **Late Arrival:** If the Resident is assigned a room before the quarter begins and fails to move in at the start of the Contract period, it is understood that the Resident must pay from the beginning of the Contract even though they are moving in late.
8. **No Occupancy When Not Enrolled:** The Resident agrees that if belongings are in the room at the beginning of a new quarter or the room is otherwise occupied by the Resident and they are not enrolled for that new quarter, the Resident may be evicted and

charged a minimum of fourteen (14) days of Room and Board charges. Residents occupying their space after the first fourteen (14) days, are subject to the fees outlined in Section K, Number 6.

9. **Vacation Periods:** Closure of Halls occurs during Winter Break. Any Resident wishing to remain in the residence halls during Winter Break will be assessed a fee and may be required to move to a different residence hall for the break period. The Resident may stay in their assigned room during Thanksgiving and Spring Breaks. Meal service will be provided during the Thanksgiving and Spring Break recesses with limited hours of operation. During all breaks, University Policies and Procedures continue to apply to the Resident. The University agrees that the Resident, **at their own risk**, may leave personal property in the residence hall during the Fall, Winter, or Spring Breaks but not during the summer break/quarter.

The following dates are the projected move-in and closing dates for the academic year and may change based on the University Academic Calendar:

- a. New Student Fall Quarter Move-In: Thursday, September 15, 2022 and Friday, September 16, 2022
 - b. Returner Student Fall Quarter Move-In: Sunday, September 18, 2022
 - c. Thanksgiving Break: Thursday, November 24 – Sunday, November 27, 2022 (halls will remain open)
 - d. Winter Break Closing: Friday, December 9, 2022
 - e. Winter Quarter Move-In: Sunday, January 8, 2023
 - f. Spring Break: Saturday, March 25 – Sunday, April 2, 2023
 - g. Spring Quarter Move-In: Sunday, April 2, 2023
 - h. Spring Quarter Closing: Friday, June 16, 2022
10. **No Refunds for Absences:** The Resident understands that the Resident will not receive room refunds for absences from the University as long as the Resident remains enrolled in school and/or the Resident's belongings remain in the room and/or the Resident has not returned keys/fob to the University.
11. **Rates Subject to Change:** Academic year Room and Board fees are subject to change by action of the Southern Oregon University Board of Trustees. For Rates, please review on the Southern Oregon University Housing webpage <https://www.sou.edu/housing>.
- D. ASSIGNMENT POLICY**
1. **Selection:** All residents will choose their own room during Self-Selection. The University will consider the information provided within the application should the Resident not choose a room or cannot access Self-Selection. No guarantee of a specific assignment is offered or implied at any time prior to final room assignment.
 2. **Right to Move Resident:** Resident understands that the University retains the right and discretion to move the Resident based on University needs and/or convenience at any time during the Term of this Contract. University Housing seeks to efficiently utilize all available spaces in housing to accommodate the housing needs of all students. The purpose of the consolidation policy is to ensure spaces for incoming students and rectify the inequitable conditions which exist when students end up living alone in rooms normally designed as double occupancy rooms/suites.
 3. **Theme Living:** Resident agrees that upon acceptance to a theme floor and/or community, they will participate in the program requirements or the University retains the right to remove the Resident from that community.
 4. **Guests:** Only the Resident assigned to a room may reside in that room. A Resident may have overnight guests occasionally if their cohabitants agree, but guests may not stay more than two consecutive nights in a seven day period. In addition, Residents are not permitted to allow more than eight total guest evenings by any or all of their guests over an entire academic quarter.
 5. **Roommate Vacancies:** University has final determination in filling vacancies which occur through the consolidation process. Resident understands that University reserves the right to charge the Resident the single room rate if the personal behavior of the Resident interferes with or thwarts the usual roommate assignment process. If a vacancy occurs in the assigned room, the remaining Resident(s) agree to accept other roommates as assigned. If

occupying a double room alone, the Resident agrees that they may be expected to move to another room or accept a roommate on a forty-eight (48) hours notice or pay the single rate. SOU reserves the right and discretion to determine the appropriate use of all vacant space.

6. **Forfeiture of Room Assignment:** The Resident agrees that, should they fail to occupy the assigned room by noon of the first class-day each quarter, the Resident's assignment to a particular room (or suite) may be forfeited unless they have requested University Housing to retain the assignment. In such a forfeiture of assigned space, the Resident agrees to accept other available residence hall accommodations.

E. ROOM CHANGES

1. **Room Change Approval:** The Resident agrees to observe the hall/room change procedures established by the University and to have prior written approval from University Housing before making a change of hall and/or room assignment.
2. **Charges:** The first room change is free, and for each additional room change there may be an administrative \$25.00 fee for all room and hall changes. If the Resident makes an unauthorized room/hall change, the Resident may be charged an additional \$150.00 improper room change fee and may be charged the room rate for both rooms. If room keys are not returned within two (2) days, the Resident may be charged to have the lock changed, a per-day room charge for the space they have not vacated, and the fee for improper room change.

F. DAMAGES AND COSTS

1. **Cost of Damage:** The Resident agrees to pay actual charges when assessed for damages and/or special custodial and/or maintenance services necessary due to misuse or abuse of facilities for which they are individually responsible. The Resident also agrees to pay actual charges when assessed for public or common area damages or special custodial or maintenance services necessary due to misuse or abuse of facilities for which all residents are responsible or to pay an equal portion of charges assessed to all residents of an area or building. The Resident assumes liability for loss or damage to all personal property in the unit or stored on the premises.
2. **Responsibility for Keys:** Resident agrees to be responsible for the keys/fob to their assigned building, room, and/or suite, not to have them duplicated, not to transfer use of the key, and to surrender the key at check out. The following will be assessed for keys: \$125.00 fee for each lost or unreturned room key and a \$50.00 fee for each lost or unreturned fob. Refunds may be withheld for keys received more than forty-eight (48) hours after vacating.
3. Petitions appealing assessed damages fees must be submitted within **thirty (30) calendar days** after the billing date for consideration.
4. Petitions appealing costs associated with breaching this housing contract must be submitted within **thirty (30) calendar days** from delivery of notice of such fees by the University.

G. DINING PROGRAM

1. **Meal Plan Required:** The Resident is required to select a meal plan as a condition of living in the residence halls. The Resident agrees that the meal options choice is binding for the entire Term of the Contract (academic year or the remainder thereof) EXCEPT THAT:
 - a. The Resident may choose to increase the meal plan at any time during the year. The Resident may choose to decrease their meal plan only within the first five (5) business days of each quarter.
 - b. All First Year Residents must have either a Red or Black Meal Plan and may not select a different meal plan during the academic year.
 - c. The terms "increase" and "decrease" pertain to the number of meals in the dining facility allowed by their meal plan.
2. **Weekly Meal Plans:** Weekly meal plans reset each Sunday and any unused meals from the previous week will be forfeited. Raider Cash will roll over from quarter to quarter, but is forfeited at the

end of Spring Quarter or upon the move out of the Resident, whichever comes first.

3. **Not Transferrable:** Meals from an individual resident's meal plan may not be transferred to another individual resident's meal plan. Raider Cash is not transferrable.
4. **Availability:** The University will provide dining services from the first day of the quarter through lunch of the last day of the quarter, except for outages of service and/or during University recesses (which include Thanksgiving Break, Winter Break, and Spring Break) when limited/no meals will be served in the dining halls. The Resident understands that highly specialized diets for reasons such as health or religious preference may not be available. The payment for the Resident meal plan is included in room and board payment.

H. **ROOM ENTRY**

1. **Reasonable Notice:** The University affirms its respect for each Resident's right to privacy in their room and agrees to give reasonable notice prior to making inspections for damage and cleanliness.
2. **University Right to Enter:** The University regards room entry for purposes of improvements, maintenance, cleaning, and recovery of unauthorized University-owned property, and fire and safety checks as necessary for the health and general welfare of all residents. Therefore, the Resident hereby agrees to and authorizes the University to enter their room for these limited purposes.
3. **Compliance with Law:** University and Resident agree that entry and search of rooms by University or law enforcement officials for the purpose of discovering violations of University policies and regulations or local, state, or federal law is permissible so long as it does not otherwise violate state and federal laws.
4. **Limited Entry without Notice:** Except as indicated in this section, the University agrees that entry without notice will be made only in emergencies to protect or ensure protection of life, limb, or property.

I. **FIRE/LIFE SAFETY**

1. **Inspections:** Under the direction of the State Fire Marshal, housing staff will conduct an initial fire/life safety inspection of all residence halls. Students will be given at least 24 hours' notice and must grant access, subject only to reasonable delay to ensure proper attire. A follow-up inspection will occur if the initial inspection reveals safety violations. General inspections may also occur throughout the year.
2. **Fire Drills:** Fire Drills will be held periodically to ensure that students are familiar with emergency evacuation procedures. Buildings must be vacated immediately each time the fire alarm sounds.
3. **Tampering with Fire Equipment:** A minimum charge of \$100.00 will be assessed for tampering with fire alarms, smoke detectors, or other fire/life safety equipment (including, but not limited to, disconnecting or removing the battery or by other means rendering the smoke detector inoperable).
4. **Flammable Materials:** Burning of candles or incense and/or storage of gasoline, kerosene lamps, and other flammable materials is prohibited inside the residence halls or on residence hall grounds. No open flames of any kind are allowed.

J. **GENERAL POLICIES**

Disciplinary action may result if any student is found committing, attempting to commit, or intentionally assisting in the commission of any of the prohibited behaviors listed in this contract, the Code of Student Conduct, the Guide To Community Living or other University Policies and Procedures incorporated into this contract (see Section C.1 above for additional policies), or any other applicable law or University policy. ***For copies of these documents, please contact University Housing or refer to the SOU website and do a search for these documents.***

1. **Harassment:** Harassment is fully defined in SOU SAD.007: Equal Opportunity, Harassment, and Sexual Misconduct Policy. Please refer to that policy for a full explanation of what constitutes harassment in violation of SOU policy. Harassing any person because of race, ethnicity, religion, gender, gender identity,

sexual orientation, age, creed, national origin, disability, veteran status, or any other protected class status will not be tolerated.

- When harassment rises to the level of creating a hostile environment, the University may impose sanctions on the harasser and may result in academic or housing sanctions.
2. **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.
3. **Alcohol:** Sale, use, and possession (including possession by consumption) is prohibited on campus, except in designated areas. Students under the age of 21 who are found in possession of alcoholic beverages or containers or remain in an area where alcohol is possessed or consumed are subject to disciplinary action. Students who are 21 or older and provide alcohol to a minor are subject to disciplinary action.
4. **Marijuana:** The university prohibits illegal possession or 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 some states. Since SOU must comply with federal law, marijuana use is strictly prohibited in all situations.
5. **Controlled Substances:** Illegal use, possession, sale, or furnishing of controlled substances as defined by chapter 475 of the Oregon Revised Statutes and regulations adopted thereunder, on University owned and controlled property or at SOU sponsored/supervised activities is prohibited.
6. **Dangerous Devices:** Possession, use, or threatened use of firearms, fireworks, ammunition, explosives, chemicals, or any other objects as weapons on University property or at University sponsored/ supervised activities, except as expressly authorized by law or University regulation, are prohibited.
7. **Security Measures:** Resident agrees not to interfere with the security system, prop doors open, remove screens, tamper with locks or elevators or unlock doors designated to be locked. Resident will not duplicate or alter University keys or lock mechanisms. The Resident will not misuse a key or fob, including but not limited to loaning a key or fob to another.
8. **Unreasonable Noise:** Resident agrees not to make unreasonable or excessive noise, meaning noise that can be heard beyond the Resident's room.
9. **Guest Conduct:** Students are responsible and financially accountable to the University for the presence and conduct of anyone invited to visit or in whose visit the student has acquiesced.
10. **Threatening or Dangerous Activities:** Resident agrees not to engage in threatening or intimidating behavior or physical activities which might endanger the health or safety of others.
11. **Mailboxes and E-mail:** The Resident agrees to check their University-provided mailbox and e-mail frequently for official University correspondence. Failure to check your mailbox and/or e-mail regularly does not absolve the Resident of the responsibilities or expectations contained within the communication.
12. **Pets:** All pets are prohibited from the residence halls, except fish in a ten (10) gallon tank or smaller. Exemptions to this restriction may be made upon request and approval by University Housing and/or Disability Resources.
13. **Service and Therapy Animals:** Service and therapy animals are allowed in the residence halls but require prior authorization and certification through the Office of Disability Resources <https://inside.sou.edu/dr/index.html>. Service animals in training are not allowed to live with their trainers in the residence halls.
14. **University Property:** All furnishings provided by the University must remain in the room; no removal or storage of University property will be permitted without prior authorization by University Housing. Any damage or loss will be charged back to the Resident.

K. **TERMINATION OR CANCELLATION OF CONTRACT**

Any request to be released for the terms and condition of this Contract, or to otherwise cancel this agreement, must be approved by the University in writing. If the Contract has been approved for cancellation of the Contract by the University, the following fees and costs will apply, after the student has agreed to this contract:

- For new applicants to SOU Housing for the Fall Quarter:
 - o On or before July 31: \$500.
 - o August 1 through August 31: \$1000
 - o September 1 through the day before the first day of the Fall Quarter: The full amount of housing charges for Fall Quarter. Any amounts owed for Winter and Spring Quarters shall be waived. If no room was selected, the student will be held to the cost of a Shasta Double Room
- For new applicants to SOU Housing for the Winter Quarter:
 - o On or before November 30: \$500
 - o December 1 through December 31: \$1000
 - o January 1 through the day before the first day of the Winter Quarter: The full amount of housing charges for Winter Quarter. Any amounts owed for Spring Quarter shall be waived. If no room was selected, the student will be held to the cost of a Shasta Double Room.
- For new applicants for Spring Quarter:
 - o On or before February 28/29: \$500
 - o March 1 through March 21: \$1000
 - o March 22 through the day before the first day of the Spring Quarter: The full amount of housing charges for Spring Quarter. If no room was selected, the student will be held to the cost of a Shasta Double Room.
- **After the Resident has taken possession of the living space, or after the start of the quarter, whichever comes first, the Resident will be responsible for the full term of the contract.**

1. The Resident agrees that breach of Contract exists when it is determined by an appropriate University official or judicial body that a violation of provisions of this Contract or of rules and regulations of the University has occurred. The Resident agrees that the University reserves the right to reassign or remove from the residence halls, residents who, by their behavior, have exhibited disregard for the residential community, their co-habitants, the living area environment, the terms and conditions of this Contract, University Policies or Procedures, or other applicable standards.
2. The Resident understands the University may give twenty-four (24) hour notice of intent to terminate this Contract and thereafter terminate the Contract in the event of any of the following circumstances:
 - a. If the Resident is in default of payment of Room/ Board, hereinafter referred to as 'rent' for more than fifteen (15) days, except where the University has agreed in writing to extend the period of payment of rent; or
 - b. If the Resident breaches, violates, fails to perform, or is in default of the performance of any of the terms, covenants, or conditions of this Contract including University Policies or Procedures.
3. The Resident understands that the University may terminate this Contract and require the Resident to leave the residence hall immediately if the University reasonably believes that emergency conditions exist which might threaten the health, safety, welfare, and/or property of the Resident, the University or other students living in the residence hall, by providing the Resident with written notification of such termination at the time of the termination.
4. **The Resident understands that no termination of this Contract in accordance with the provisions of this section shall relieve the Resident of their payment obligations, liabilities, and obligations under this Contract, and such liabilities and obligations shall survive any such termination.**
5. The Resident understands that the provisions of this section relating to the rights of the University shall survive the termination or expiration of this Contract should the Resident default or breach this Contract. As stated in this Contract, in accordance

with the provisions of this section, the Resident will pay the University the Room and Board charges required up to the time of termination and shall further be liable to the University for Liquidated Damages in the amount of ninety percent (90%) of the remainder or unexpired portion of the Contract Term.

6. If the student is not continuing for the remaining quarters of this contract, they must remove all belongings, turn in keys to the University Housing Office, and complete an Exit Survey, no later than 4:00 pm, of the last day of the academic quarter.
7. Forfeited Upon Departure: In the event that the Resident moves out on or before the fourteenth (14) calendar day of the term and is **not registered for classes**, the Resident shall be responsible for the cost of fourteen (14) days of Room and Board, but will receive a refund equal to the remaining value of the meal plan and Raider Cash on a per-diem basis. Should the Resident move out after the fourteenth (14) day of the term and/or the Resident remains registered, the Resident will be responsible for the full quarter charges, and forfeits all unused Raider Cash and use of their meal plan and room.

L. FORCE MAJEURE.

The University will not be held responsible for delay or default caused by fire, wildfire smoke, riot, acts of god, terrorist acts, public emergencies including but not limited to pandemics, or other acts of political sabotage, or war where such cause was beyond the University's reasonable control.

M. CONTRACT AMENDMENT AND ASSIGNMENT.

1. The contract cannot be sublet by the Resident to another party.
2. No modifications, changes, amendments, or exceptions may be made in the terms and conditions of this Contract without the written agreement of the Director of Housing.

By signing this Contract, I acknowledge I have read, understand, and agree to comply with the terms and conditions of the Southern Oregon University Residence and Dining Contract as contained herein. I also understand that **I am responsible for Room and Board charges for the entire academic year.**