2012-2013 University of Portland Residence Hall and Food Service Contract

Traditional halls are available to full time freshman through graduate students. Haggerty/Tyson halls are reserved for junior and above, and students accepted into themed housing. This is a legally binding document when you sign the final page. If a meal plan is not selected when signing the contract, the default plan will be assigned.

To be eligible for University housing you must be a full time University of Portland student (full time = enrolled in a minimum of 12 credits as undergraduate, 9 credits as graduate) during each academic term for the duration of this contract.

Traditional Halls close between semesters (winter break). Haggerty/Tyson Halls remain open during winter break. All traditional hall residents are responsible for finding their own housing off campus for this period. Traditional residence halls close at Noon on the Friday following final exams. All halls remain open during fall, spring, Thanksgiving, and Easter breaks.

Opening/Closing of residence halls and residential dining:

	FALL 2012	SPRING 2013
New Student Opening	Thursday, 8/23—9 a.m. to 6 p.m.	Friday, 1/11—1 p.m. to 4 p.m.
Returning Student Opening	Saturday, 8/25—9 a.m. to 3 p.m.	Saturday, 1/12—9 a.m. to 3 p.m.
Meal Plans Begin	Sunday, 8/26	Sunday, 1/13
Traditional Hall Closing **Haggerty & Tyson remain open during winter break*	*Friday, 12/14 at 12 p.m. NOON	Friday, 5/3 at 12 p.m. NOON
Meal Plans End	Thursday, 12/13	Thursday, 5/2

Students in residence at any time, even outside the contracted dates, are bound by and agree to comply with all terms and conditions of this contract, the *Student Handbook;* found online at **http://www.up.edu/judicial/default.aspx?cid=2087&pid=745***,* and *Bulletin;* found online at **http://www.up.edu/provost/default.aspx?cid=9663&pid=1950**. Additional stipulations and requirements will be provided as applicable.

Smoking is not permitted in any residential facility, including hallways, community areas, individual student rooms, and public areas. There are designated smoking areas in exterior locations.

TERMS AND CONDITIONS OF OCCUPANCY

This contract, with its *Terms and Conditions of Occupancy,* is designed so that the residents who abide by the contract receive the greatest benefit. These *Terms and Conditions of Occupancy* are based on the established mission of the University, consideration for other residents, health and safety standards, and compliance with established laws and the University's *Student Handbook* and *Bulletin*. Further rules and policies for which the student is responsible are contained in *Life on The Bluff*. This contract becomes binding when it has been signed by the student and the University.

If a student does not comply with the *Terms and Conditions of Occupancy*, the policies set forth in *Life on The Bluff*, the *Student Handbook* and *Bulletin*, or this contract, the student may be subject to disciplinary action including removal from the residence halls with financial penalties. Questions concerning any of the terms and conditions, or any other aspect of residence hall life, should be directed to the Office of Residence Life. The University reserves the right to make housing assignments and reassignments any time based on the administrative needs of the residential program.

The University reserves the right: (a) to change or cancel the room assignment of a student for reasons of health, conduct detrimental to the living group, failure to attend class on a regular basis, being less than a full-time student, extended unauthorized absences from the hall, or violations of regulations; (b) to change room assignment of a student for reasons of consolidation of housing, including over short periods such as fall, spring, Thanksgiving, and Easter breaks. The University reserves the right to change or cancel a room assignment if the student's main place of residence (i.e., living, sleeping) is not the assigned room and hall. Other rights the University reserves are enumerated in this contract.

RESIDENTIAL DINING: Purchase of a residential meal plan is required each semester. All plans are declining balance meal plans as detailed on page 4 and described below. Plan #1 will be assigned by default, students will be able to select another plan as specified below.

Residents select a meal plan for the entire semester. Meal plan changes are allowed before the semester begins, and during the 100% refund add/drop periods. The link to submit a change request is on our web site at www.up.edu/housing. During fall, spring, Thanksgiving, and Easter breaks, Bon Appetit operates under modified hours *(refer to their web site)*, and meals can be purchased under the meal plan.

There are four plans offered which can be used at any of the campus food venues operated by Bon Appetit; Bauccio Commons, The Cove in the Pilot House, the latte cart in Franz Hall, and The Anchor in Haggerty Hall. For hours of operation, including holidays and the beginning and ending of a semester, refer to Bon Appetit's website.

All Bon Appetit locations accept cash. Unused dining points carry over at the end of fall semester, but expire at the end of spring semester. Additional points can be added to your account at the Bon Appetit office in The Commons. Meals can be purchased for guests using dining points as long as the cardholder is present.

Refunds will not be given for unused meal plan value at the end of the academic year or if a student withdraws from the University mid-semester/midyear. All dining points must be used by the end of spring semester. Unused meal plan value cannot transfer to another student account or carry over to the next school year.

2. ROOM AND BOARD CHARGES: Room/board rates per semester appear in the table on page 4.

3. PRORATING OF CHARGES AND REFUNDS: Students approved to live in a residence hall less than the full semester will be assessed room and board charges on a prorated basis by the day.

In computing room and board charges, the date on which a staff member officially checks the student out of his/her room will be used to prorate charges rather than the date on which the student withdraws from the University. **Students must check out of their room with hall staff BEFORE leaving campus.** If a student moves out and does not check out prior to leaving at the end of a semester, the student will be charged for 10 days minimum

room and board or until the student checks out properly, whichever is greater. **Charges will continue to be assessed until the student has checked out properly.** However, in no case will the prorated charges be based on a checkout date earlier than the date the student officially withdrew from the institution. Prorate amounts are available in the Office of Residence Life.

4. PAYMENT: Room and board for each semester is due at the beginning of the semester and will be charged on a per-semester basis to your University student account. You will receive an invoice from the Office of Student Accounts which must be paid in full as specified by that office and in accordance with University policies. Contact the Office of Student Accounts in Waldschmidt Hall to discuss payment plan options.

If you owe fines or charges in amount equal to or less than $15, such amount will be deducted from your housing deposit. If you owe fines or charges in an amount exceeding $15, you will be invoiced for such amount or such amount will be charged to your University student account.

5. HALL ASSIGNMENTS: Hall assignments for fall semester are emailed to your UP account at the end of July. If you do not receive your fall semester hall assignment before leaving home, please contact the Office of Residence Life no later than 4:30 pm of the hall opening date. It may be necessary to assign some students to spaces other than the one to which they were originally assigned due to cancellations. Temporary housing may also be assigned due to over enrolment until regular residence hall space becomes available. In most cases, the latest applicants will be assigned to temporary housing. Students housed in temporary spaces will be charged the full multiple room rate, unless otherwise indicated by Residence Life. An assignment is made according to the date the housing application is received and not all specific requests can be accommodated. The University reserves the right to make assignments and reassignments at any time based on the administrative needs of the residential program. Students are assigned to individual rooms with other students of the same sex only.

Hall and room assignments for students entering University housing during the spring semester will be emailed to UP accounts in mid to late December for those who apply by November 15.

6. LATE ARRIVALS: Students arriving after 3:00 pm on opening day must have given prior written notice to the Office of Residence Life or the housing assignment may be canceled.

7. SINGLE ROOMS: Single rooms are assigned on a priority basis according to the dates of application and availability of space. Not all requests can be honored. The Office of Residence Life will determine when a room may be used as a single occupancy room.

8. ROOMMATE VACANCIES: When a vacancy occurs in a multiple occupancy room and continued multiple status is desired, the remaining occupant (s) must actively participate in finding a new roommate or move into another room where there is a vacancy. If there are no other multiple occupancy rooms with vacancies, the student(s) occupying the multiple room alone will continue to be charged the multiple rate as long as they occupy only half of the space. If there are other roommate options or other multiple rooms in which to move, and the occupant(s) chooses not to accept either alternative, he/she/they will be charged the single or higher room rate.

If the room is designated as a two person room, and the remaining occupant desires to occupy the room as a single rather than move or accept a new roommate, single occupancy will be allowed provided space is available. Freshmen cannot have single status except by permission of Residence Life. Sophomores are allowed single status beginning spring semester. If single occupancy is desired, the student will be charged the double-single rate and moved to rooms subject to conditions in section #7. If the room is designated as a three-person room and the remaining occupants wish to limit the occupancy to two, the higher per person rate will be charged.

If there is a vacancy in a student's room during this contract, refusal (including, but not limited to verbal, behavioral, or other means of rejection) of a roommate or unwillingness to work with the Office of Residence Life in finding a roommate, single occupancy charges may be applied. Refusal of a roommate, as it is defined above, may also result in a new living assignment (to another room/hall) and/or disciplinary action.

University personnel will check all rooms with vacancies during semester break. If a room is not ready (the definition of ready is bed, desk, drawers, wardrobe, bookshelf, and half the walls free of any items) for an incoming student, the remaining student(s) will be charged the single or higher room rate for the next term. Digital photos/video may be taken of rooms deemed not ready for purposes of documentation only. Additionally, if a person agrees to leave his or her room open for a roommate during the year, that portion of the room must always remain clear of items.

9. ROOM CHANGES: All students requesting room changes must go through the room change process which requires meetings with roommate(s), the Resident Assistant, and the Hall Director. Meetings may include discussion or mediation with roommate(s) and must involve residence hall staff. A student's Hall Director, and the Office of Residence Life must approve room changes prior to a move being authorized. All room changes are evaluated on a case by case basis. It should be noted that there are no periods of time for "open room changes." Refer to *Life on The Bluff* for further details. Changing rooms without authorization or failure to follow the room change guidelines outlined in this contract and *Life on The Bluff* will result in disciplinary action and a minimum $75.00 improper room change charge.

10. LIABILITY: The University shall not be held liable for loss or damage to personal property in student rooms, laundries, storage rooms, or other public areas. It is the responsibility of the undersigned to keep his/her room locked 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. The University shall not be held liable for loss or damage to items stored in the trunk room of the residence halls. Any loss or damage to property must be covered by the resident student's own insurance. Items may only be stored in the trunk room by a resident or returning students.

11. USE OF RESIDENCE HALL EQUIPMENT: Residence hall equipment, supplies, and furnishings must not be dismantled or removed from their designated area. Charges may be assessed for misuse or removal.

12. RELEASE FROM CONTRACT: Students may be released from the housing contract by any one of the following options: (a) withdrawing from school; (b) marriage; (c) graduation (d) approved study abroad; (e) serious extenuating circumstances beyond the student's control. Requests to be released from this contract must be submitted in writing to the Office of Residence Life (101 Buckley Center) and must be accompanied by appropriate documentation. Students who are released from their contracts during a semester may be eligible for a refund based on the unused portion of this contract. The housing deposit is nonrefundable in this case.

If a student moves out of a residence hall during the school year without an approved release or is removed for violating any term of this contract, *Life on The Bluff*, the *Student Handbook*, or *Bulletin*, housing costs for the year will be charged to his or her account.

Privileges as a campus resident end the day the release is effective. Residence privileges for seniors graduating spring semester terminate at Noon on the Monday immediately following Spring Commencement. If a student reenrolls at the University of Portland within the contract period, the contract

charges will automatically be reinstated. All students must consult with their Hall Director and the Office of Residence Life prior to moving out of the residence hall.

13. CHECKOUT: As a part of the checkout process, a student is responsible for turning in his/her room key and completing a final inventory of the room with a member of the residence hall staff. Additionally, the room must be cleaned and ready for occupancy. Failure to follow or to complete the checkout process will result in an improper checkout charge. A late check out fee of $25.00 will be assessed for every 30 minutes after the scheduled check out time. Meal plan value is no longer valid upon checking out of the halls, except as noted in section #1.

14. CANCELLATION OF CONTRACT (REMOVAL FROM THE HALLS): Students removed from housing for violating any terms of this contract, *Life on The Bluff*, the *Student Handbook*, or *Bulletin*, or who are removed for nonpayment of institutional charges, will be responsible for full room and board charges through every day of service remaining in the contract.

15. UNPAID DEBTS: As discussed in section #4, your student account must be kept current in order to avoid having a hold placed on registration or transcript issuance. Fees may be assessed to your account by various departments within the University, including Residence Life, Public Safety, and the Library. Upon leaving the residence halls, any outstanding balance on your account becomes immediately due and payable.

16. COMMERCIAL SOLICITATION/ ADVERTISING/ PROMOTION/TRANSACTIONS: Commercial solicitation, advertising, promotion, and commercial transactions are prohibited in all residence halls.

17. USE OF FACILITIES: Unauthorized entry to, or use of, institutional facilities, including buildings and grounds, is prohibited. Use of the University of Portland residence halls is limited to the residents, their escorted guests, and other persons specifically authorized by the Office of Residence Life or Public Safety. The presence of any nonresident of the hall not authorized by the Office of Residence Life or Public Safety at a time other than during regular visiting hours (whether escorted by a resident of that hall or not) or during regular visiting hours when not an escorted guest of a hall resident constitutes a trespass. Those trespassing on the premises of the University residence halls may be arrested.

18. 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. This is true not only when they are there by the student's explicit invitation but also when they are there simply with the student's acquiescence in their presence. This section does not apply to the conduct of an assigned roommate unless such conduct occurred jointly, concurrently, in concert, or by common plan or design with the student, or was ratified by the student after the fact. Further policies and regulations regarding guests are outlined in *Life on The Bluff*. The University reserves the right to disapprove any guests in residence halls.

19. PERIODIC VISITING HOURS: Policies and regulations regarding visiting hours and building entry are outlined in *Life on The Bluff*.

20. CUSTODIAL: Students are responsible for cleaning their own room/apartments. Residents are responsible for transporting trash and recyclables to the dumpsters and containers adjacent to each hall. In all residence halls except Haggerty and Tyson, the University custodial staff will clean all public areas, public bathrooms, and hallways on a regular basis and may do major cleaning during vacations. However, housekeeping will not service individual student rooms or remove room trash from residential areas. Students leaving room trash for removal by housekeeping will be charged a minimum $25.00 cleaning fee and may face disciplinary action.

Public area bathrooms in traditional halls are cleaned on a regularly scheduled basis. Please consult *Life on The Bluff* and postings in individual bathrooms for scheduled cleaning times. Students may not access bathrooms while housekeeping staff is cleaning. Private bathrooms, including Haggerty/ Tyson bathrooms, are not cleaned by housekeeping when bedrooms are occupied. Misuse of supplied paper products will result in disciplinary action and charges to student accounts.

21. DAMAGE AND REPAIRS: Students are financially responsible for any damage to their assigned room and furnishings, other than normal wear and tear. University personnel will make repairs; students are not permitted to make or contract for repairs. Damages intentionally or negligently caused by a student to other areas of the residence halls and grounds, furnishings, or equipment are the financial responsibility of the student.

Damages to common areas of the residence hall: If the individual(s) causing damages to common areas cannot be identified, the members of the community may be billed a prorated portion of the entire cost of repair and/or assessed charges. Community area damages will be charged to student accounts or deducted from the housing deposit.

22. KEYS: Students will be issued a room key(s) upon checking into the residence halls. Students are responsible for notifying the hall staff if a key is lost or stolen. A lock change will occur and a minimum charge of $45.00 for the room key will be imposed. This also applies to keys not returned upon checking out. Keys may not be loaned or duplicated. Students locked out of their rooms may be subject to an escalating fee schedule for unlocking their door, and may be required to produce their key for verification purposes.

23. PETS: Except for aquarium *fish*, pets are not permitted. Feeding or harboring of stray animals is also not permitted.

24. FIRE DRILLS: Fire drills will be held at least once a semester to ensure that students are familiar with emergency evacuation procedures. Buildings must be vacated immediately each time the fire alarm sounds. Noncompliance with the alarm may result in disciplinary action.

25. ROOM ACCESS: Regularly scheduled and announced routine room inspections will be held by University personnel (or their delegated representative(s) for maintenance, safety, health and sanitation purposes, and when reasonable suspicion exists that a violation of University policy is occurring. Authorized personnel may enter student rooms for purposes of maintenance, securing facilities for academic breaks, in response to emergencies, or when reasonable suspicion exists that behavior in violation of University policy is occurring.

26. DOORS: Hallway doors, fire doors, and exterior doors may not be propped open at any time.

27. ELEVATED BED AGREEMENT: Should your bed be eligible for lofting and you wish to do so, please refer to the policy in *Life on The Bluff*.

28. STANDARDS OF CONDUCT AND POLICIES GOVERNING STUDENT LIFE: Disciplinary action as serious as expulsion or suspension from the University or removal from University housing may be imposed upon any student found committing, attempting to commit, or intentionally assisting in the commission of any of the prohibited behaviors listed in the *Student Handbook*, *Life on The Bluff*, or this contract.

29. EXCEPTIONS TO ANY PROVISION OF THIS CONTRACT: Exceptions may be requested by petition. Petition forms are available in the Office of Residence Life and online at www.up.edu/housing. Exceptions granted to one provision of this contract shall not be construed as waiver of any other provisions. The final determination on exceptions to contractual provisions lies wholly within the discretion of the Office of Residence Life.

30. ASSIGNMENT: This contract is not assignable without the prior written consent of the Office of Residence Life which consent may be withheld in its sole discretion. Andy purported assignment made without the required consent shall be void and of no effect. This contract may be declared terminated by the University should such an unapproved assignment be attempted.

31. SIGNING THIS CONTRACT: All students must sign this contract. A parent or guardian of any student under the age of 18 must also sign this contract and such signature shall mean that the parent or guardian agrees to be financially resonsible for the obligations of the student under the terms of this contract. By signing below, each signatory certifies that he/she has read and understands the contents of this contract, the *Student Handbook*, *Life on The Bluff,* and the *Bulletin.* A signature below of someone other than the student named below and the signature of the student's parent or guardian, if applicable, will, at the option of the University, result in this contract being immediately terminated AND in loss of residence hall space.

Room/Board

Meal plan board options and room/board cost as billed to the student's account both fall and spring semesters.

Meal Plans - Beginning Pilot Point balances per semester; these amounts reload on student's card spring semester:

Plan #1 - 1375 *Plan #2 - 1575* *Plan #3 - 1775* *Plan #4 - 2675*

ROOM/BOARD RATES AS BILLED EACH SEMESTER:

(Freshman) Double or Triple Room *with:*

Meal Plan 1 - $5,020 Meal Plan 2 - $5,188 Meal Plan 3 - $5,303 Meal Plan 4 - $6,119

(Upper Class) Single Room or Triple Room at double occupancy *with:*

Meal Plan 1 - $5,570 Meal Plan 2 - $5,738 Meal Plan 3 - $5,853 Meal Plan 4 - $6,669

(Upper Class) Double Room at single occupancy *with:*

Meal Plan 1 - $6,045 Meal Plan 2 - $6,213 Meal Plan 3 - $6,328 Meal Plan 4 - $7,144

THIS CONTRACT IS BINDING FOR THE <u>ENTIRE ACADEMIC YEAR</u> - EXCEPT FOR THOSE APPROVED FOR A HALF YEAR CONTRACT EITHER SEMESTER OR THOSE APPROVED TO BE RELEASED VIA THE PETITION PROCESS.

I have read and agree to all the terms, conditions, and all covenants set forth in this residence hall room and board agreement. I understand it is binding from the time I am offered a residence hall space until the spring semester check out date (or remaining portion thereof), unless I withdraw from enrollment at the University of Portland, and formally check out of my residence hall room by following procedures listed in section #13 of this contract. I understand that charges will continue to be assessed until I have checked out of my residence hall room properly regardless of my enrollment status at the University of Portland. This contract is valid when it has been signed by the student and the student's parent or guardian (if the student is under the age of 18) and countersigned by the University.

STUDENT NAME **STUDENT ID #**

Student UP email

STUDENT SIGNATURE

(Parent/guardian signature if under 18 years - see item #31)

Representative for Residence Life, University of Portland

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