

University of Portland

Summer Session Residence Hall

Contract Summer 2024

This is a legally binding contract. Please review the following terms and conditions prior to signing and submitting.

SUMMER SESSION

Students may move into their assigned room one day prior to the first class day of the session they are registered for. Students move out one day after the end of the session. Summer session dates can be viewed online at: <https://up.smartcatalogiq.com/en/2023-2024/bulletin/university-calendar/>. Alternative dates must be approved by the Office of Residence Life.

Housing is available in the summer residence hall for registered summer students and student employees of the University. Additional housing on campus is available during the following extended housing periods:

May Interim - From the close of spring semester housing to the regular move-in date for summer session 1, for students living on campus spring semester who will take summer session 1 classes.

August Interim - From the close of summer session 2 to the regular move-in date for fall semester, for students attending summer session 2 who will live on campus fall semester.

Smoking and vaping are 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

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 *Life on the Bluff*; found online at <http://up.edu/LifeOnTheBluff>, and the *University Bulletin*; found online at <https://up.smartcatalogiq.com/2023-2024/bulletin/>.

If a student does not comply with these *Terms and Conditions of Occupancy*, the policies set forth in *Life on the Bluff*, or the *University Bulletin*, the student may be subject to disciplinary action including eviction from the residence hall 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 (503.943.7205 or reslife@up.edu).

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. 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.

1. Residential Dining: There is no meal plan during the summer session. Food and drinks may be purchased using cash or credit/debit cards at Bon Appétit venues. Any unused dining points from a previous semester do not transfer to summer semester. Students may purchase points to be applied to their student ID card at the Bon Appétit office in the Commons which may be used during summer session. Dining facilities are closed during Memorial Day

weekend and for Fourth of July.

2. Room Charges: Room rates are applied to the student's account and are billed per semester for fall and spring and per week for summer. Rates can be viewed online at <https://www.up.edu/residencelife/housing-sign-up/apply-summer.html>.

3. Charges and Refunds: Your student account is charged for the number of weeks you applied for housing. Living in housing for any portion of a billing week (Sunday-Saturday) will result in charges for that full week. If you stay longer than your contracted period, the additional lodging charge will be applied to your student account.

4. Payment: You will receive an invoice from the Office of Student Accounts, which must be paid in full on or before the first day of classes during summer session. Contact the Office of Student Accounts in Waldschmidt Hall to discuss payment plan options.

Fees which are assessed for disciplinary reasons during summer will be applied to your student account. Any such charges must also be paid in full in order to avoid having a hold placed on registration or issuance of transcripts/diploma.

5. Hall Assignments: Housing assignments for summer session will be sent to UP e-mail accounts at the end of April for those who apply by March 31. If you do not receive your summer session hall assignment before the end of spring semester, or before leaving home to attend summer session 2 classes, please contact the Office of Residence Life during business hours prior to your move-in day. If a student is reassigned to a room other than the one to which they were originally assigned, notification will be sent to UP e-mail accounts as time allows. Assignments are made according to the date the application is received and not all requests can be accommodated. The University reserves the right to make reassignments at any time based on the administrative and security needs of the residential program. Students are assigned to rooms with other students of the same gender only.

6. Check-In: Students receive access to their summer residence hall on their scheduled check-in date. Students who are unable to arrive on their scheduled date must contact Residence Life for alternate check-in instructions. Regular check-in dates are one day prior to the start of the class session. Early move-in must be pre-approved by the Office of Residence Life.

7. Late Arrivals: Students arriving after their scheduled arrival date must notify the Office of Residence Life in writing prior to the check-in date, or the housing assignment may be canceled. The actual date and time of your arrival must be verified.

8. Single Occupancy Rooms: Single occupancy rooms are assigned by availability of space and on a priority basis according to the dates of application. Non-availability at the time of application excludes single occupancy. The Office of Residence Life will determine when a room may be used as a single occupancy room.

9. Roommate Vacancies: When a vacancy occurs in a multiple occupancy room and continued multiple status is desired, the remaining occupant must actively participate in finding a new roommate; move into another room where there is a vacancy; or occupy only half of the room to allow for another roommate assignment.

If the room is designated as a multiple occupancy room, and the remaining occupant desires to use the entire room rather than move or accept a new roommate, the single room rate will be applied, provided space is available. Students may be moved to a new room subject to conditions in section 8 above.

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 will result in single occupancy status and single occupancy charges will be applied. Refusal of a roommate, as it is defined above, may also result in a new living assignment (to another room) and/or disciplinary action.

University personnel will check all rooms with vacancies. If a room is not ready (the definition of ready is bed, desk and drawers, wardrobe, bookshelf, and half the wall space free of any items) for an incoming student, the remaining student(s) will be charged the single or higher room rate. Photos/video may be taken of rooms deemed not ready for purposes of documentation only.

10. Room Changes: All students requesting room changes must contact the Housing Coordinator or Summer Hall Director to go through the room change process. 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 \$75.00 improper room change charge.

11. 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 the assigned 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 the student's own expense to cover such loss. Items stored in the trunk room of the residence halls are the responsibility of the resident student. Any loss or damage to property must be covered by the resident student's own insurance. Trunk room access is not available during the summer.

12. Use of Residence Hall Equipment: Residence hall equipment, supplies, and furnishings must not be dismantled or removed from their designated area without prior permission from Residence Life. Charges may be assessed for misuse or removal.

13. Release from Contract: If a student moves out of the residence hall during the summer session without an approved contract release or is removed for conduct purposes, housing costs for the full session will be charged to the student's account.

Privileges as a campus resident end the day the release is enacted. If a student re-enrolls at the University of Portland within the contract period, the contract for housing space will automatically be reinstated upon request from the student. All students must consult with a Summer Housing Coordinator and the Office of Residence Life prior to moving out of the residence hall.

14. Check-out: As a part of the check-out process, a student is responsible for turning in the student's room key(s), if issued, and completing a final inventory of the room. Additionally, the room must be cleaned and ready for occupancy. Failure to follow or to complete the check-out process will result in an improper check-out charge. See section #3 for information about prorating of charges for staying beyond the contract period.

15. Cancellation of Contract (removal from the hall): Students removed from the hall for conduct proscribed by the University of Portland and/or this document, or who are removed for nonpayment of institutional charges, will be responsible for full room charges through every day of service remaining in the contract.

16. Unpaid Debts: As discussed in section 4 above, 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 hall, any outstanding balance on your account becomes immediately due.

17. Commercial Solicitation/ Advertising/ Promotion/Transactions: Commercial solicitation, advertising, promotion, and commercial transactions are prohibited in the residence hall.

18. 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 and, if convicted, could be punished under Oregon law.

19. 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 current 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 approve all guests in residence halls.

20. Visiting Hours: Policies and regulations regarding visiting hours are outlined in *Life on the Bluff*.

21. Custodial: Residents are responsible for cleaning their own room. Residents are responsible for transporting trash and recyclables to the dumpsters and containers adjacent to each hall. In all residence halls, the University

custodial staff will clean all public areas, common bathrooms in traditional halls, and hallways on a regular basis. 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.

Common bathrooms in traditional halls are cleaned on a regularly scheduled basis. Please consult *Life on the Bluff* or postings in these individual bathrooms for scheduled cleaning times. Students may not access bathrooms while a bathroom is being cleaned by housekeeping. Misuse of supplied paper or cleaning products will result in disciplinary action and charges to student accounts.

22. 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 responsibility of the student.

Damages to common areas of a hall/unit: If the individual(s) causing damages to common areas cannot be identified, the members of the hall/unit containing the common area 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.

23. Keys & Card Access: Students may be issued room/mailbox key(s) and card access upon checking into the residence hall. Students are responsible for notifying the hall staff when a key or student ID is lost or stolen. A lock change will occur and a charge will be imposed. This also applies to keys not returned upon checkout. 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. See the University's Key Policy, and *Life on the Bluff* for full enumeration of all policies related to keys.

24. Pets: Except for non-carnivorous fish, pets are not permitted. Feeding or harboring of stray animals is also not permitted. Service animals and assistance animals are allowed through an approved accommodation plan through Accessible Education Services.

25. Fire Drills: If a fire drill is held during the session, buildings must be vacated immediately each time the fire alarm sounds. Non-compliance with the alarm may result in disciplinary action. Non-drill alarms require evacuation as well.

26. Room Access: Regularly scheduled and announced routine room inspections will be held by University personnel (or their delegated representatives) 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 breaks, in response to emergencies, or when reasonable suspicion exists that behavior in violation of University policy is occurring.

27. Doors: Hallway doors, fire doors, and exterior doors may not be propped open or tampered with in any way.

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 *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/residencelife. Exceptions granted to one provision of this contract shall not be construed as waiver of any other provisions, or for any other person. 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. It may be declared void by the University should such an unapproved assignment be attempted.

31. Agreeing to these Terms and Conditions: All students must sign this contract or indicate acceptance through successful completion of the electronic housing application process in lieu of signature. A parent or guardian of any student under the age of 18 at the time of completion must also sign this contract or complete the co-signor portion of the electronic housing application in lieu of signing, and such signature or completion shall mean that the parent or guardian agrees to be financially responsible for the obligations of the student under the terms of this contract. By signing below or completing the electronic housing application, each individual certifies that he/she has read

and understands the contents of this contract, *Life on the Bluff*, and the *University Bulletin*. Completion of the electronic housing application or a signature below of someone other than the student named below and that 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.

I have read and agree to all the terms, conditions, and all covenants set forth in this residence hall room agreement. I understand it is binding for the period described above (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 paragraph #14 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 or when the student (and the student's parent or guardian if the student is under the age of 18) successfully completes the electronic housing application in lieu of signature.



Vice President for Student Affairs

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