

University of Portland Residence Hall and Food Service Contract

Residential living is an essential part of the tradition of the Congregation of Holy Cross, the Roman Catholic religious order that guides the University of Portland. The Office of Residence Life, a part of the Division of Student Affairs, strives to create communities that enhance the academic and social experience of on-campus students. Traditional residence halls are available to all students. Haggerty/Tyson halls are reserved for students who have reached their third year of college (having completed four semesters of attendance at University of Portland or another undergraduate institution) and above. To be eligible for University housing, you must be a full-time University of Portland student during each academic term for this contract unless an exception has been granted by the Office of Residence Life. To request an exception, students need to complete the *Petition to Modify Housing Contract* form, available online or at the Office of Residence Life. Full time is defined as enrolled in a minimum of 12 credits as an undergraduate student and a minimum of 9 credits as a graduate student. **This contract is a legally binding agreement, comprising the 'Terms and Conditions' of accepting housing at the University of Portland. It is effective upon signature or completion of the electronic housing application process in lieu of signature.**

Traditional residence halls close for 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 12:00 p.m. on the Friday of final exams and reopen at 9:00 a.m. on the Saturday before spring classes begin. All halls remain open during fall, spring, Thanksgiving, and Easter breaks. Residence hall opening/closing dates and residential dining start/end dates can be found at <https://www.up.edu/residencelife/housing-and-dining/important-dates.html>.

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, *Life on the Bluff* (found online at <https://www.up.edu/residencelife/student-conduct/index.html>) and the *University Bulletin* (found online at <https://up.smartcatalogiq.com/en/>). 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

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 state and federal laws and the University's *Life on the Bluff* and the *University Bulletin*. This contract becomes binding when it has been signed by the student or when the student agrees to the terms of the housing contact via the housing application/selection process in lieu of a physical signature. If a student does not comply with the policies set forth in *Life on the Bluff*, the *University Bulletin*, or this contract, the student may be subject to disciplinary action, up to and 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 change or cancel the room assignment of a student for reasons including but not limited to: health, conduct detrimental to the living group, failure to attend class on a regular basis, being less than a full-time student (unless an exception has been granted by the Office of Residence Life), or 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: Residential students are required to purchase a residential meal plan each semester. All plans are declining balance meal plans as detailed online at <https://www.up.edu/residencelife/housing-and-dining/meal-plans.html>. Residents select a meal plan for the entire semester. Meal plan changes are allowed through the second Friday of fall semester and through the first Friday of spring semester. The link to submit a change request is on our website (www.up.edu/residencelife/) on the Contract and Forms page, which is accessible by clicking on the Contracts and Forms link under On-Campus Housing and Dining on the left side of the Residence Life website. During fall, spring, Thanksgiving, and Easter breaks, Bon Appétit operates under modified hours, and meals can be purchased under the meal plan. There are five plans offered, which can be used at any of the campus food venues operated by Bon Appétit. For hours of operation, including holidays and the beginning and ending of a semester, refer to Bon Appétit's website. Unused dining points from the fall semester "carry over" to the spring semester for continuing students but will expire at the end of the spring semester. Additional points can be added to your account at the Bon Appétit office in Bauccio Commons. Meals can be purchased for guests using dining points so 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/mid-year. Unused meal plan value cannot transfer to another student account or carry over to the next school year.

2. ROOM AND BOARD CHARGES: Room and board rates are applied to the student's account and are billed per semester. Rates can be viewed online at <https://www.up.edu/residencelife/housing-and-dining/rates.html>.

3. PRORATING OF CHARGES AND REFUNDS: Students approved to live in a residence hall for 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 their 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 a minimum of 10 days of room and board or until the student checks out properly, whichever is greater. All personal items must be removed from the room prior to check out. If personal items

are left in the room, charges will continue to be assessed until the items are removed and the student has checked out properly.

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 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.

5. HALL ASSIGNMENTS: The University reserves the right to make housing assignments and reassignments at any time based on the administrative needs of the residential program. Returning students will receive confirmation of their selected room assignment by email sent to their UP account at the time of selection. Incoming students will receive their room assignment for fall semester by email sent to their UP account at the end of July. If you do not receive your fall semester hall assignment, please contact the Office of Residence Life as soon as possible. It may be necessary to assign some students to spaces other than the one to which they were originally assigned due to cancellations or other changes. Temporary housing, including use of lounges and increasing the capacity of rooms, may be used based on the housing needs of the residential system. Students housed in temporary spaces will be charged the standard room rate, unless otherwise indicated by the Office of Residence Life. Not all specific requests can be accommodated. 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 students' approved housing accommodations and availability of space. Not all requests can be honored.

8. ROOMMATE VACANCIES: When a vacancy occurs in a multiple occupancy room, the remaining occupant(s) must be willing to accept 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-occupant room alone will continue to be charged the standard room rate as long as they occupy only their portion of the space. If there are other roommate options or other multiple-occupant rooms in which to move, and the occupant(s) chooses not to accept either alternative, they may be subject to the University conduct process for failure to comply with a University directive and may also receive additional housing fees and/or fines. First-year students cannot have single status except by permission of the Office of Residence Life. Sophomores are allowed single status beginning spring semester or by permission of the Office of Residence Life. If single occupancy is desired, the student will be charged the single-room rate and moved to a room subject to conditions in section #7. 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, unwillingness to work with the Office of Residence Life in finding a roommate, or if the room is not ready (the definition of ready is bed, desk, drawers, wardrobe, bookshelf, and a proportional area of the walls free of any items) for an incoming student, the student(s) may be subject to the University conduct process for failure to comply with a University directive and may also receive additional housing fees and/or fines.

9. ROOM CHANGES: All students requesting room changes must go through the room change process, which requires meetings with the 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* may result in disciplinary action and an 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 their 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 their 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 under any one of the following circumstances: (a) withdrawal from the University; (b) marriage; (c) required care of dependent; (d) graduation; (e) approved study abroad; (f) extenuating circumstances that are beyond a student's control, and that were not present at the time of housing selection, and that are generally related to acts of God (financial-related reasons including expense, and physical- or health-related reasons for which the University offers supportive resources on campus, will not be considered under the extenuating circumstances criterion in cases where the student is planning to continue their enrollment and coursework at UP). Requests to be released from this contract must be submitted to the Office of Residence Life via the Pilot Housing Portal and must be accompanied by appropriate documentation that confirms one or more of the aforementioned criteria. If a student moves out of a residence hall during the school year without an approved release, housing costs for the remainder of the semester will be charged to their account. Housing contract cancellation fees will be assessed based on the following schedule, dependent on the date that the cancellation request is submitted through the Pilot Housing Portal:

Contract Cancellation Fee Schedule

Housing application submission date to March 1: \$300 cancellation fee

March 2 to April 15: \$1,000 cancellation fee

April 16 to July 15: \$1,500 cancellation fee

July 16 to September 10 (including "no-shows"): \$2,000 cancellation fee

The housing contract cancellation fees listed above are separate from the nonrefundable housing reservation deposit that continuing students pay in order to reserve housing for the upcoming year.

Housing contract cancellations will not be approved for students who are within their first two years of college (or still within the two-year window after their high school graduation) as they are required to live on campus.

Privileges as a campus resident end the day the release is effective. Residence privileges for seniors graduating spring semester terminate at 12:00 p.m. 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. CANCELLATION OF CONTRACT: Students removed from housing for violating any terms of this contract, *Life on the Bluff*, or the *University Bulletin*, or who are removed for nonpayment of institutional charges, will be responsible for full room and board charges through the remainder of the semester. The University may decide to cancel a student's contract if the student does not move in (including "no shows" on Move In Day) or if the student is found to not be actively living in their assigned space. This will result in a contract cancellation fee being charged to the student's account. The amount of the contract cancellation fee will depend on the date (see the fee schedule in section # 12).

14. CHECKOUT: As a part of the checkout process, a student is responsible for turning in their 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. Students who check out after their scheduled time will be assessed fines.

15. UNPAID DEBTS: As discussed in section # 4, student accounts must be kept current in order to avoid having a hold placed on a student's account. Fees may be assessed to the student account by various departments within the University, including the Offices of Residence Life, Campus Safety, and the Library. Upon leaving the residence halls, any outstanding balance on a student's 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, except by permission from the Office of Residence Life.

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 University, Office of Residence Life, or Public Safety. The presence of any nonresident of the hall not authorized by the University, 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 issued a trespass warning or 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 ban any guests from the 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/apartment. Residents are responsible for transporting trash and recyclables to the dumpsters and containers provided by the University 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 cleaning fee and may face disciplinary action. Public area bathrooms in traditional halls are cleaned on a regularly scheduled basis. 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. If you owe fines or charges in an amount equal to or less than \$15, said amount may be deducted from your housing deposit. If you owe fines or charges in an amount exceeding \$15, such amount will be charged to your University student account.

22. KEYS: Students will be issued a 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 charge for the room key may 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. ANIMALS: Pets and animals of any kind, excluding non-carnivorous fish, are prohibited in residence halls. Service animals and assistance animals are allowed through an approved accommodation plan through Accessible Education Services and in accordance with University policy. Feeding or harboring of stray animals is not permitted.

24. FIRE ALARMS: 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: Authorized University personnel may enter student rooms for purposes of maintenance, securing facilities for academic breaks, in response to emergencies, safety, health, and sanitation purposes, or when reasonable suspicion exists that a violation of University policy is occurring.

26. DOORS: Hallway doors, fire doors, and exterior doors may not be propped open at any time. Tampering with or dismantling door closures is not permitted.

27. ELEVATED BEDS: Should your bed be eligible for lofting and you wish to do so, please refer to the policy in *Life on the Bluff*. Please be aware that not all room configurations are conducive to elevated beds. Lofting of a bed is contingent upon lofting supplies being available from the University; bunking of a bed is contingent upon roommate's agreement.

28. STANDARDS OF CONDUCT AND POLICIES GOVERNING STUDENT LIFE: Disciplinary action as serious as dismissal 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. 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. Any purported assignment shall be void and of no effect. This contract may be declared terminated 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 they have 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.

THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR - 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 checkout 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 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.



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