

Hatfield Marine Science Center Housing Agreement for OSU Students
2021-2022 Academic Year

Introduction: Please read this Housing Agreement (“Agreement”) carefully. It is a legally binding Agreement and contains important information. *You may not alter this Agreement in any way.* The Agreement is for a housing space in a designated Hatfield Marine Science Center (“HMSC”) housing facility. By signing this Agreement, the undersigned, hereafter referred to as “Resident,” agrees to accept a space assignment, and understands this assignment may change. Resident also agrees to familiarize themselves and comply with all applicable University policies and standards, including those set forth in this Agreement, those in the *HMSC Housing Policy Guide*, and those in the *OSU Code of Student Conduct*. The *HMSC Housing Policy Guide* may be found at https://hmsc.oregonstate.edu/sites/hmsc.oregonstate.edu/files/hmsc_housing_policy_guide.pdf as well as in paper form from the HMSC Housing office. *Code of Student Conduct* may be found at <https://studentlife.oregonstate.edu/studentconduct>, as well as in paper form from the HMSC Housing Office.

Important notes:

1. Make sure you have all your questions answered before you sign and submit the Agreement. Remember, ignorance of the law (and this Agreement) is not a viable justification for failure to comply with all TERMS AND CONDITIONS of the Agreement.
2. If you have any doubt about the meaning of any specific provisions of the Agreement, or require an alternative format, please contact HMSC.
3. HMSC uses the resident’s ONID email as the preferred, primary method of communication regarding housing agreement and billing matters. Residents are expected to check their email frequently throughout their time in HMSC housing. HMSC is not responsible for email messages that are not received by the Resident.

By signing this Agreement, Resident agrees to the following:

1. General Conditions:

- a. Resident eligibility is outlined in Section 2. Eligibility is subject to the terms and conditions noted within this Agreement as well as all Oregon State University policies, standards, procedures, and responsibilities that apply to individual residents, including but not limited to the *HMSC Housing Policy Guide* and the *OSU Code of Student Conduct*. In the event of any conflict among the foregoing, the terms and conditions of this Agreement are controlling.
- b. This Agreement is personal to the Resident and is not transferable by the Resident.
- c. **If you have ever been convicted of a felony or any crime involving drugs, alcohol, a weapon, or a sexual offense that does not require registration as a sex offender or if you are required to register as a sex offender, you must disclose the conviction via e-mail to HMSC by emailing HMSC_Housing@oregonstate.edu as part of the reservation process. Your failure to provide complete, accurate, and truthful information will be grounds to revoke or deny your reservation request. Your disclosure will not necessarily preclude your reservation request from being accepted. OSU will review the circumstances of the conviction and determine whether your application to live in HMSC housing facilities will be accepted.**
- d. By entering into this Agreement, you agree that HMSC may use and/or release your OSU ID photo, for housing and dining purposes, within HMSC or to any person determined by HMSC to have a legitimate need for that photo, including without limitation the verification of your

identity in connection with HMSC services.

- 2. Eligibility:** To be eligible for residence in on-campus housing, individuals must meet one of the following criteria and shall be deemed in breach of this Agreement if they no longer meet the listed criteria but remain or attempt to remain living in the residence:

 - a. Admitted and enrolled in Oregon State University, actively pursuing a degree. Residents must be taking courses at HMSC.
 - b. Students who are admitted and enrolled in Oregon State University, actively pursuing a degree, taking courses at another OSU campus but who are visiting HMSC or Newport, OR for an academic program or university-related purpose. Residents must be connected with a sponsoring OSU department or HMSC Agency partner.

- 3. Term:** The term of this Agreement is based on the dates of the Resident's reservation request, as confirmed by HMSC in the Resident's housing assignment confirmation. Reservations may be made for an initial period of up to three academic terms. This Agreement may be renewed for an additional time period within the same academic year, provided space is available and the Resident continues to meet eligibility requirements. New charges may apply to renew the Agreement.

 - a. If a Resident wishes to extend their stay in HMSC housing, they are required to notify HMSC Housing by email to HMSC_housing@oregonstate.edu. Continued space is not guaranteed.
 - b. All residents wishing to stay in HMSC housing beyond the academic year listed above will be required to complete a new housing agreement.

- 4. Accessible Units:** Priority for the designated wheelchair accessible units is reserved for individuals meeting eligibility requirements in paragraph 2 who have registered for services with Disability Access Services, which has determined the need for reasonable accommodation. When a non-disabled individual occupies an accessible unit and an individual with a disability needs an accessible unit and other units are available for the individual who is not disabled, the HMSC will provide reasonable notice prior to relocating the individual who is not disabled currently residing in the accessible unit. By signing this Agreement, the Resident agrees to relocate to the first space with the appropriate number of beds that becomes available after HMSC gives reasonable notice.

- 5. Assignment of Space:**

 - a. The Agreement is for an assigned space in HMSC housing, not a specific room or bed. This Agreement is not a lease. Not all applicants will receive an assigned space in the event no spaces are available. Priority for spaces in housing is determined by receipt of application prior to published deadlines, length of stay, number of enrolled credit hours at HMSC, and class standing. Housing application deadlines are available on our website: <https://hmsc.oregonstate.edu/housing>
 - b. HMSC considers housing preferences when possible but does not guarantee assignments based on preferences.
 - c. The Resident is required to pay the published or officially announced rate for the space that is assigned. OSU reserves the right to reassign Residents to another space, room, or residence at any time during the term of this Agreement. Specific rate information is available on our website: <https://hmsc.oregonstate.edu/housing>
 - d. Requests to move to a different space may be considered on a space-available basis. If a Resident has taken occupancy and then requests to move to a different space, a fee may be assessed to the Resident's account to process a change of assignment.

- e. *The University reserves the right to reassign residents to another room or residence, or change the occupancy configuration of a room, at any time during the term of this Agreement.*
Examples of circumstances requiring reassignments include, but are not limited to: consolidating space, conserving energy, protecting the welfare of residents, utilizing an ADA designated space for an ADA room accommodation, or other maintenance, economic, behavioral or safety reasons.
 - f. The University reserves the right to refuse any application to live in University housing.
 - g. Animals are not permitted in campus housing, except as authorized under the OSU Service & Assistance Animal Policy:
<https://accessibility.oregonstate.edu/serviceanimalpolicy#serviceanimals>.
- 6. Termination by Default:** If a Resident's academic program or university-related purpose ends unexpectedly and they are no longer eligible for HMSC housing, the Resident will have 24 hours to vacate the room and return keys to HMSC housing staff.
- 7. Termination of Agreement by Resident:** If a Resident has taken occupancy and then cancels, they are required to notify HMSC housing by email to HMSC_housing@oregonstate.edu at least 45 days in advance of the move out date. Any housing fees paid by the Resident are non-refundable and will not be returned to the Resident if a Resident terminates this Agreement early.
- 8. Termination of Agreement by the University:** OSU reserves the right to terminate this Agreement at any time for violation or breach of the terms and conditions of the Agreement by Resident, change in space availability or facility operations, Resident's failure to adhere to OSU policies, or Resident's failure to adhere to the *HMSC Housing Policy Guide*.
- 9. Charges:** The monthly and nightly rates for HMSC housing are outlined in the HMSC Housing Reservation Form and are based on the type of room assignment provided. Charges are billed to the Resident's student account monthly during the last week of the previous month. OSU reserves the right to change the housing rates during the Agreement Term. Resident agrees to pay OSU for all charges as outlined on the Reservation Form, including reasonable costs of collecting a delinquent account, and pay interest charges to any account after the published due dates, at the rate of 1% per month.
- 10. Liability/Personal Property:** OSU is not responsible for loss or damage to personal property in HMSC facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes. Residents are encouraged to carry personal property or renter's insurance. Any claims about property loss must be referred to the University Office of Risk Management.
- 11. Force Majeure:** HMSC's failure to perform any term or condition of this Agreement as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, an epidemic, a pandemic, or a public health emergency or damage or destruction, shall not be deemed a breach of this Agreement.
- 12. Responsibility of Resident for the Facilities:**
- a. **Care and maintenance of facilities:**
 - i. The Resident is provided with a room key and will be held responsible for loss of the key.

- ii. The Resident is financially responsible for any damage that they cause to all facilities, fixtures, and items provided for their use.
 - iii. The Resident agrees to promptly notify HMSC housing staff regarding any necessary repairs to the assigned space.
 - iv. The Resident agrees to clean the assigned space regularly, maintain it in a safe and healthy condition, and to remove trash and recycling regularly according to the procedures established for the residence. After departing, the Resident may be charged for excessive cleaning needed and for any change in the general condition of OSU property that is not the result of normal wear and tear as determined by HMSC staff.
 - v. Condition of the OSU property will be determined upon final inspection of the space by HMSC staff.
- b. **Charges for loss or damage:**
- i. Charges for loss or damage will be assessed by HMSC. Charges will be assessed to the student account within two months of departure date.
 - ii. Charges for the loss of equipment and damages or defacement of any area in common use (such as lounges, recreation rooms, corridors, bathrooms, etc.) will be assessed against the Resident(s).
 - iii. Damages in common areas may be divided and charged on a pro-rated basis to each Resident in the living community.
 - iv. Charges for damages, excessive cleaning, and lost keys during the Agreement period will be billed to the Resident.
- c. **Room and Facility Furniture:** Furniture and mattresses are distributed per room and residents may not remove them. A service charge (minimum \$45 per piece) will be assessed, and further action may be taken against Resident if furniture is moved from other rooms or public areas into a Resident's space.
- d. **Moving out of HMSC Housing:**
- i. Each Resident must remove all personal belongings from the space when the Agreement Term ends. The Resident must clean the room, ensure that all furniture is set in the original location, and return all keys. Remaining personal items will be sent to OSU Surplus for public auction or disposal.
 - ii. Charges will be assessed for keys not returned and to cover the cost of extra housekeeping service to remove personal belongings or to clean the room after the Resident has vacated.

13. Space Entry: HMSC personnel may enter the housing space for health, safety, security, and maintenance purposes. Whenever possible, HMSC will notify the Resident in advance of the entry.

14. Safety and Security: The Resident agrees to take primary responsibility for their own health, safety and security, and to support the health, safety and security of fellow residents, the buildings, and dining areas. HMSC will work cooperatively with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Resident agrees to read and abide by security policies and precautions stated in the HMSC publication *HMSC Housing Policy Guide*, and other applicable OSU health, safety and security publications. HMSC may require residents to periodically test for COVID-19 if prevalence deems it appropriate.

15. Prohibited Items: The following items are prohibited in any HMSC housing facility or on HMSC property; Residents agree to immediately remove any such items:

- a. Motorcycles and gas motorized scooters are prohibited indoors: Vehicles and equipment with internal combustion engines are to be kept outside in appropriate parking areas.
- b. Firearms, weapons, destructive devices: possession, use, or threatened use of firearms, ammunition, dangerous chemicals, weapons, or destructive devices are not allowed on property owned or controlled by OSU except as expressly authorized by law or by OSU policies or standards.
- c. Alcohol: Residents agree to abide by all applicable federal, state, and local laws, and OSU policies relating to consumption/possession of alcoholic beverages. Consumption of alcohol is limited to residents 21 years of age or older, in their individual space.
- d. Tobacco and marijuana products: HMSC Housing is smoke-free and smoking of any kind, including but not limited to cigarettes, cigars, pipes, or e-cigarettes/vaporizers, is prohibited on all HMSC Housing property, including all internal and external areas of housing. External areas include decks, gazebo, volleyball and basketball courts and the parking lot. In order to provide a smoke-free environment and to reduce the health risks associated with tobacco smoke and other smoke-producing materials, this prohibition includes the smoking of tobacco products, marijuana and the use of other smoke-producing materials, such as but not limited to, incense.
- e. Possession or use of candles, incense, or any open flame is prohibited indoors.
- f. Use of cinder blocks is prohibited.
- g. Personal grills may not be used or stored in HMSC Housing facilities, including outdoor facilities.
- h. See the *HMSC Housing Policy Guide* at: https://hmsc.oregonstate.edu/sites/hmsc.oregonstate.edu/files/hmsc_housing_policy_guide.pdf for other policies and regulations regarding prohibited items.

16. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement will be brought and conducted solely and exclusively in the Circuit Court of Benton County for the State of Oregon.

17. Waiver: The failure of OSU at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of OSU thereafter to enforce each and every provision in accordance with the terms of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which taken together constitute one and the same instrument. A facsimile or scanned .pdf copy of this signed Agreement has the same force and effect as an original. This Agreement may be executed or signed by click-through or click-wrap or other electronic acknowledgement.

19. Merger. *THIS AGREEMENT CONSTITUTES THE COMPLETE, FINAL AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS, WARRANTIES, AGREEMENTS, REPRESENTATIONS OR UNDERSTANDINGS, IF ANY, WRITTEN OR ORAL. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING, CLEARLY IDENTIFIED AS A WAIVER,*

CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT, AND SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. ANY SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

20. Exceptions to Agreement Terms and Conditions: Only the Hatfield Marine Science Center Director or their designee can make exceptions to the TERMS AND CONDITIONS of this Agreement, which exceptions must be in writing to be effective. Unless designated by the HMSC Director, other HMSC staff are not authorized to modify these TERMS AND CONDITIONS.

21. Effect of Signature: Resident, by the signature below, acknowledges having read and understood the Agreement and agrees to be bound by its terms and conditions.

THIS IS A LEGALLY BINDING AGREEMENT. Please read before signing.

Resident Name

OSU ID Number

Signature

Date Signed