

Eastern Oregon University Residence Life Office Room and Dining Contract 2010-2011

Introduction: Please read this Contract carefully. It is a legally binding Contract and contains important information. *You may not alter this Contract in any way.* The Contract is for a space in the EOU residence halls. By signing this Contract, you agree to accept your residence assignment, and understand that this assignment may change. Once you receive a key to your assigned residence you are considered to have taken occupancy, regardless of whether or not you have moved your belongings into the room. You also agree to familiarize yourself and comply with all University policies governing occupancy, including those set forth in this document and the Student Handbook available on-line at <http://www.eou.edu/saffairs/handbook/handbook.html>.

1. Make sure you have all of your questions answered before you sign and submit the Contract form. Remember, ignorance of the law (and this Contract) is not a viable justification for failure to comply with all of the terms and conditions of the Contract.
2. Except in regards to the Live-in Requirement, only the Director of Housing and Student Involvement or their designee can make exceptions to the Contract. If you wish to request an exception, follow the petition policy as outlined in the Contract.
3. If you have any doubt about the meaning of any specific provisions of the Contract, or require an alternative format, please contact the Residence Life Office at (541) 962-3553 or reslife@eou.edu.

Terms and Conditions

I. Live-in requirement

New students: All admitted first year students who enroll at EOU within one year of high school graduation for 8 credits or more regardless of class standing MUST live on campus for the full academic year (fall, winter and spring terms). Students beginning winter or spring terms must live on campus for the remainder of the academic year.

International students: All undergraduate International students are required to live on campus their first year at EOU.

Exceptions to this requirement must be requested by petition.

Exceptions to the Live-in Requirement include:

1. Living at home with parents or legal guardian within the Union County boundaries.
2. Marriage or a registered domestic partnership.
3. Enrolled in an academic program that is housed outside Union County or requires students to live out of the area.
4. Have a dependent that is living with you.

Other exceptions will be evaluated, but are generally not approved. If a waiver of the live-in requirement is approved after move-in to the residence halls, the cancellation of contract procedures outlined in the Room and Dining Contract will apply.

II. Eligibility

Housing at EOU is provided to undergraduate, graduate, or professional studies students enrolled in at least 6 credits per term. Failure to maintain at least 6 credits a term may result in cancellation of the contract. The terms listed under Cancellation of Contract below will still apply in this case. Residence Life reserves the right to refuse housing accommodations to any student who has University Code of Conduct sanctions that suspend or deny the privilege of living on campus or delinquent accounts for housing-related charges.

III. Assignment Process, Room Change, Refusal of Roommate

1. Residence Life assigns students to housing based on the date that a completed application, contract, and application fee are

received. Residence Life accommodates student's preferences for room assignments when possible but does not guarantee assignments based on preferences.

2. Failure to receive an assignment by mail does not cancel the contract. If the student does not receive an assignment by September 1, 2010, contact the Residence Life Office for further instructions.
3. Changes in room assignments may be made through the Residence Life Office. Students must reside in the room to which they are assigned. Residents who transfer rooms without being approved by the Residence Life Office will be asked to transfer back to their assigned rooms. A \$50 fee and referral to the student conduct system may also result.
4. 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 Residence Life in finding a roommate may result in the student being required to pay for both beds in the room in addition to possible Code of Conduct charges or room reassignment

IV. Cancellation of Contract

Residents agree to live in the Residence Halls during the period of the academic year, beginning September 22, 2010 through June 10, 2011 (or the remainder of the Academic Year through June 10, 2011 if check-in occurs prior to or after the Academic Year begins).

Prior to check-in, residents must notify the Residence Life Office in writing of their intention to cancel their contract no later than August 15, 2010 for an annual contract beginning fall term, December 15, 2010 starting winter term, and March 15, 2011 for spring term. After these dates, a fee of \$250 will be charged for late cancellation. After check-in, residents may only be released from their contract for the following reasons:

1. Withdrawal from EOU
2. Graduating from EOU
3. Participating in a university planned educational leave program (such as study abroad)
4. Dismissal from EOU for academic reasons (dismissal for inappropriate conduct is specifically excluded)
5. Being denied admission to EOU

If a student does not meet the above criteria for release from the contract, an \$8 per contract day fee from the day of check-out through June 11, 2011 will be charged and applied to the student's account.

V. Exceptions to the Contract

Exceptions to the contract may be requested by petition. Petition forms are available at the Residence Life Office and also at the Residence Life webpage. Petitions are reviewed on an individual basis based on personal circumstance. Exceptions granted to any provision of this contract will not be construed as waivers of any other provisions. The final determination on such petitions is at the discretion of the Residence Life Office.

VI. Contract Modifications, Breach, and Remedies

Noncompliance with the Residence Life Contract may result in disciplinary action under the Student Code of Conduct, applicable financial obligations, and/or eviction from the residence halls. Residence Life may move residence hall students as necessary.

The contract may be changed, modified, or amended by Residence Life for any of the following reasons:

1. When behavior requires inordinate attention from staff members, roommates, or community members
2. When activities endanger your health, safety, or welfare, or the health, safety, or welfare of others
3. When gross and/or disruptive behavior is present
4. When student status at EOU ceases regardless of reason
5. When EOU rules and/or the Residence Hall Contract have been breached or violated
6. When there is a violation of the Code of Conduct, the Residence Life Contract, or abuse of facilities, violators will also be subject to disciplinary action, prosecution, legal and/or replacement fees as deemed appropriate by university officials. Residents may also be subject to disciplinary action due to the action of their guests.

The Vice President for Student Affairs or designee reserves the right to remove the student from the residence halls if it is in the best interests of the student or other students at EOU.

Concurrent to, or separate from, any conduct proceeding, the Director of Housing and Student Involvement or designee, may deny or revoke the housing privileges of any student found in violation of the provisions of this contract: this includes, but is not limited to, moving students to other rooms or buildings.

VII. Interruptions of Service

Residence Life nor EOU are responsible for the continuation of food, mail, custodial, heating, maintenance, or security services at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power-water-sewer interruptions from on- or off-campus sources, or in the event of any other causal event beyond the control or reasonable anticipation of the Residence Life Office or EOU.

VIII. Eviction

If a resident is evicted for non-payment of room and board charges or under-enrollment, the Cancellation of Contract terms apply. If the resident is evicted for misconduct, an \$8 per contract day fee will be applied from the date of eviction though June 10, 2011.

IX: Liability

1. Neither Residence Life nor EOU are responsible for loss or damage to personal property in rooms, public areas, laundry, or storage rooms.
2. It is the responsibility of residents to keep their room/suite locked at all times. Residents may be covered by their

family's personal property insurance or may wish to carry a private insurance policy to cover their property against loss.

3. Residents are responsible for long-distance charges on their room phones.

X. Checkout Procedures

1. Notify your Resident Assistant or Hall Director at least 24 hours prior to checking out.
2. Notify the Residence Life Office at least 24 hours prior to checking out.
3. Follow the instructions given on the checkout checklist provided by the Residence Life Office.
4. Failure to properly checkout may result in additional room and board charges until such time as a proper checkout is complete and other additional charges may also be assessed.

XI. Charges/Fees

1. Room/board rates appear in the Room and Board Rates sheet. They do not include Thanksgiving, Winter Break, and Spring Break. You may remain during the break periods but may be relocated with other residents who also remain.
2. Winter Break is charged at \$65 per seven day period beginning December 11, 2010 and ending January 1, 2011. Residents will be charged the full weekly rate for any portion of the 7 day period they remain in the residence halls. Spring Break is charged at \$65 for the week with no prorating. There is no charge for Thanksgiving weekend.
3. Students who live in the residence halls less than the full term will be assessed room and board charges on a prorated basis by the day, except under the following circumstances:
 - a. Moving into the residence halls during the first ten days of the Residence Hall Contract, the resident will be charged from the first day of the contract term.
 - b. Moving into the residence halls during the last ten days, residents will be charged for a minimum of ten days.
 - c. Checking out of the residence halls during the first ten days of the term, the resident will be charged for a minimum of ten days.
 - d. Checking out of the residence halls during the last ten days of the term, residents will be charged through the last day of the term.
2. In calculating room and board charges, the date which the student officially and properly checks out will be used to prorate the charges. Residents will continue to be charged until a proper checkout is complete. See above procedures for proper checkout.
3. Included in the room and board charge is a \$30 required fee for social, educational, and recreational programming for the residential community. This fee is prorated at \$10 per term. This programming effort is administered by Residence Life staff with significant input from the residential community. This fee is non-refundable and is paid in full at the beginning of each term.
4. Residents agree to pay EOU for all room and dining charges including reasonable collection fees and interest charges for past due amounts. Specific details of billing practices may be obtained from the EOU Student Accounts Office.
5. The Oregon State Board of Higher Education has authority to modify charges during any academic year if cost expectations on which charges are based substantially exceed present estimates. This includes any substantial increase in energy costs.

XII. Food Service

Residents living in North Hall, Daugherty Hall, Hunt Hall, and first-year students in Alikut Hall are required to be on a meal plan. Alikut residents may elect to be on one if they wish. Only meal

plan participants and paying individuals are allowed in the dining commons. For meal plan participants a University ID with a meal plan must be presented to the cashier to be allowed into the dining commons. Lost cards must be immediately reported to the Residence Life Office. Meal plans are non-transferable.

If you wish to downgrade your meal plan, those changes must be requested through the Residence Life Office in advance of the term or during the first two weeks of each term. Meal plans may be upgraded at any time. Meal plans are purchased for each term and are not transferable term to term or to a third party. Meals are purchased for the week or term and are not transferable week to week, or term to term.

Food must be consumed in the dining commons. With the exception of sick trays and sack lunches for students with class conflicts, food may not be taken out of the dining commons for later consumption.

Food consumed in the dining commons must be from inspected kitchens and meet minimum standards established by the University. For health reasons shirts and shoes must be worn in the dining room. Students are asked to take used dishes to the dish return window. Dishes, glasses, and utensils must not be taken from the dining room.

Generally the last meal served at the end of each quarter is lunch on Friday of finals week. The first meal of Fall Term is dinner on the day of regular check-in. The first meal of Winter and Spring terms is dinner the day prior to the first day of the term. The residence halls normally open the day prior to Fall Orientation or the day prior to the first class day of Winter and Spring terms. Meals are not served during Thanksgiving break, or vacation periods between academic terms. On holidays during the academic term, other than Thanksgiving, both brunch and dinner are served. Residents will be notified in advance of when the last meal of each term will be served and the first meal of each term.

XIII. Mail and email

1. Each resident will be assigned a mailbox. All mail received through EOU will be placed in the resident's assigned mailbox. Residents are required to check their mailboxes on a regular and frequent basis during the academic term.
2. Mail service and forwarding may be interrupted between academic terms.
3. All EOU students are assigned university email addresses. Email is considered the official form of communication for university information and residents are required to check their university email on a regular and frequent basis throughout the academic term. Official communications will not be sent to a non-university email account.

Housing Procedures

I. Equipment Use

1. The use of any type of sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, or Frisbees, is prohibited within the residence hall buildings including porches, hallways, lobbies, stairs, public areas, or in rooms.
2. Residence hall equipment, supplies, and furnishings must not be dismantled or removed from their designated area. Charges will be assessed for misuse, removal, damage, or theft.

II. Facilities

1. Unauthorized entry to, or use of, institutional facilities, including buildings and grounds, is prohibited. Use of EOU residence halls is limited to the residents, their escorted

2. *Custodial*: Students are responsible for cleaning their own room and for transporting personal trash to the dumpsters adjacent to each hall. In all residence halls, the custodial staff will clean all public areas, common bathrooms, and hallways on a regular basis and may do major cleaning during breaks in the academic year (Winter/Spring). However, custodians will not service individual student rooms or remove personal trash for students. Students leaving room trash for removal by Custodial Services will be charged a minimum \$25.00 cleaning fee and may face disciplinary action.
3. *Damage and Repairs*: Students are financially responsible for any damage to their assigned room and furnishings, other than normal wear and tear. Assessment of normal wear and tear will be made by a Residence Life Maintenance employee. 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.
4. *Damages to common areas of a unit*: If the individual(s) causing damages to common areas cannot be identified, the members of the unit containing the common area may be billed a prorated portion of the entire cost of repair and/or assessed charges.
5. *Damages to common areas of the building*: Damages to common areas of the building such as hallways, lobbies, lounges, and laundry rooms, will be charged on a pro-rated basis to the students living in that area or building, if the individual(s) causing damages to common areas cannot be identified.
6. *Doors*: Exterior doors may not be propped open for safety and security reasons. Students may be referred to the student conduct system if found propping these doors.
7. *Keys/Proximity Cards*: Students will be issued interior room/suite keys and a proximity card for exterior doors upon checking into the residence halls. Students are responsible for notifying the Residence Life Office when keys or a proximity card are lost or stolen. A lock change will occur and a charge of \$30 for the room key and/or proximity card will be imposed. This also applies to keys or proximity card not returned upon checking out. There will be a \$10 replacement charge for keys or proximity card that are returned in damaged condition. Keys or a proximity card may not be loaned or duplicated. Students locked out of their rooms more than five (5) times during the academic year will be charged \$5.00 for each lock-out after five (5).
8. *Room Entry by Custodians/Maintenance*: Authorized personnel may enter a resident's room/suite for the purposes of maintenance, routine inspections, cleaning, or in response to emergencies. Twenty-four hours prior notice will be provided except in the case of an emergency or unless residents provide written or verbal permission.
9. Posting of unapproved signs or erecting antennas or any other objects on the exterior of buildings is prohibited.
10. Residents are not allowed on roofs, allowed to climb up the sides of buildings or to be on the outside ledges of the buildings. Nothing is to be placed, stored, or exhibited on the outside ledges of the buildings. Windows are to remain in their tracks. Residents are not allowed to sit on window sills or extend any part of their body outside the window sills. Removal of any window screen is prohibited. Nothing is to be thrown, dropped, or spilled from the roofs, ledges, or windows. Violations of this policy may result in sanctions ranging from a \$50 fine to eviction from the residence halls.
11. Residents may use only same-gender or unisex bathroom facilities.

12. With the exception of a desk/office chair, residents may not bring into the residence halls upholstered furniture or mattresses and/or box springs.

III. Fire Safety

1. Fire drills will be held periodically to ensure that residents are aware of the alarm and the emergency building evacuation plan. The building evacuation plan for each building is posted on every floor and should be reviewed by each person. Every alarm must be treated as an emergency and all persons must evacuate the building immediately. Exceptions to evacuating will be in the event of fire alarm testing or repair. Notices will be posted on the entry doors to each residence hall at least 24 hours prior to testing or repair, except in cases of emergency. During fire drills, Residence Life staff will do a visual inspection of each room and suite to ensure compliance with applicable fire safety laws and policies. Any other visible violations of law or policy will also be addressed.
2. Possession, displaying or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, and kerosene lamps is hazardous to the health and safety of residents and is prohibited inside the residence halls.
3. All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved. Extension cords, multi-plug adapters, and the chaining together of power strips is prohibited. When power strips are used, circuit breakers and reset buttons are required.
4. No more than two sets of decorative lighting (string lights) may be plugged into each other. The decorative lights must be plugged into a power strip with circuit breakers or reset buttons.
5. Ceiling lights and lamps of any type including lava and disco lamps cannot be covered with hats, towels, or any other fabric.
6. The suite/room must be maintained and organized to the degree that residents are able to safely and easily exit the room.
7. A fine up to \$150 and referral to the student conduct system will be imposed for any of the following: smoking within a housing facility, failure to evacuate, activating false alarms in residence halls, propping open fire doors, creating a fire hazard, malicious burning, or tampering with fire equipment (fire extinguishers, plastic ties securing valves, fire alarm pull stations, smoke detectors, fire hose connections, sprinkler heads, sprinkler pipes, hoses, connections, valves, emergency exit signs, etc.).
8. Items prohibited in the residence halls:
 - a. Candles of any type (with or without a wick)
 - b. Fuel-powered motor vehicles or associated parts for use, maintenance, repair, or storage.
 - c. Full-size refrigerators other than those provided by Residence Life
 - d. Appliances with open heat sources (toaster ovens and bread toasters for example) and/or no thermostat control (hot plates and grills for example) (*not applicable to Alikut Hall residents*)
 - e. Space heaters except those provided by EOU and/or Residence Life
 - f. Burning of incense, sage, or any object
 - g. Smoking of any type within the buildings
 - h. Evidence of candles, burning of incense, sage, or any object
 - i. Drapes hanging over interior entries that block natural exit pathway
 - j. George Foreman or other electric grills (*not applicable to Alikut Hall residents*)
 - k. Hanging of any items over or covering the smoke detector

- l. Flammable materials on the ceiling or covering ceiling lights or hanging anything from the ceiling.
 - m. Excessive amounts of combustible materials on exterior room doors
 - n. Multi-plug adaptors
 - o. Halogen lamps
 - p. Extension cords
9. Cooking implements allowed in Alikut Hall must be used only in the kitchen area of the suite.

IV. Guests

1. Residents are accountable and responsible for the conduct of their guests while on residence hall property or immediately adjacent areas, or at residence hall-sponsored or supervised activities. This is true when guests are there by the resident's explicit invitation and also when the guests are present by the resident's acquiescence.
2. Guests may spend no more than six (6) nights per academic term in any room or residence hall at EOU.
3. Residents must accompany their guests at all times.
4. The cost of repairing any damage to university property caused by guests of a resident will be charged to the resident.
5. Guests may only use the same-gender or unisex bathroom facilities.
6. All overnight guests must be registered with the RA staff in the hall's office and may stay in the resident's room provided there is no roommate conflict or displacement. Guest rooms may also be available by prior arrangement with the Residence Life Office.
7. During interim breaks, guest privileges will be limited.
8. EOU and Residence Life staff reserves the right to deny access to any guest whose behavior is deemed inappropriate.
9. EOU and Residence Life policies apply to all guests.

V. Room and Hall care

1. Residents agree to uphold reasonable care of their rooms, its furnishings, and to maintain sanitary and safe conditions acceptable to Residence Life. To prevent charges, residents are responsible for the removal of their own trash to dumpsters located at the exterior of each building.
2. Lofting, stacking, or removal of any bed not originally designed to be lofted or stacked is prohibited.
3. Cinderblocks are prohibited and the construction of loft/bunk beds is prohibited.
4. Waterbeds are not permitted.
5. All furniture must be kept in the room to which it is assigned. Residents are responsible to restore the room to its original condition and configuration prior to checkout. This requires that all components, equipment, and furnishings are in the room and assembled. Residents are financially responsible for any damage to their room and furnishings other than normal wear and tear. Any costs to return the room to its original condition will be charged to the residents.

VI. Pets

Aquarium fish in aquarium tanks are permitted. No other pets are permitted. Feeding and harboring of stray animals is also a violation of the pet policy.

Conduct

Violations of any of the following sections of the Room and Dining Contract will likely result in referral to the student conduct system.

I. Alcohol and drugs

1. Possessing, consuming, or furnishing alcoholic beverages is prohibited in public areas. All state and federal alcohol laws are in effect.
2. Residents 21 years of age or older may consume alcohol in the privacy of their room/suite with the door closed.
3. Residents 21 years of age or older may only bring alcohol into the residence halls if concealed.
4. Residents may not display alcoholic beverage containers regardless of the contents and individuals under 21 years of age are prohibited from displaying and/or possessing alcoholic beverage containers within Residence Life facilities or grounds. Possession of alcohol in large quantities (i.e., kegs, party balls, cases of beer) and activities that encourage the abuse of alcohol or disruptive behavior (i.e., beer bongs and drinking games) are prohibited. Any alcohol or devices designed or used to facilitate the contravention of this section will be confiscated and destroyed.
5. Illegal use, possession, furnishing, or being under the influence of controlled substances on university owned or controlled property or at university sponsored or supervised activities is prohibited.
6. Possession or use of drug paraphernalia is prohibited in the residence halls. Drug paraphernalia includes "bongs," pipes, vaporizers and/or other devices that may be used to facilitate the consumption of illegal drugs. Any paraphernalia found will be confiscated and destroyed.
7. No resident may be detectably under the influence of alcohol or any substance not legally obtained or prescribed within the public areas of the residence halls.
8. Residents may not allow alcohol use by a minor or illegal drug use by any person within their residence hall room or suite.
9. Under no circumstances may minors possess, use, or be under the influence of alcohol. Under no circumstances may any resident be under the influence of any substance not legally obtained or prescribed.
10. Minors (under the age of 21) may not be present where alcohol is being consumed. The only exception is when the minor's roommate is 21 years of age or older and consuming within the room or suite.

II. Noise

1. The maintenance of an environment that is conducive to sleep and study is a primary focus of the Residence Life staff.
2. The right to sleep or study supersedes the right to make noise at any time. It is expected that residents exercise courtesy towards their neighbors at all times.
3. Quiet hours are established from 10pm to 8am each night. Additionally, 24-hour quiet hours are established beginning at 10pm Wednesday of the tenth week and extend through the end of Finals Week.
4. The Residence Life staff has the authority to determine if noise policies have been violated.

III. Gambling

All forms of gambling for money are prohibited for all persons while on University owned or controlled property.

IV. Room entry

It is expected that students will cooperate with Residence Life staff when they are approached regarding compliance with student conduct policies/codes and compelling State interests. It is always preferred that students invite staff into their spaces in order to address compelling State interests. Staff will only approach rooms/suites regarding conduct/community issues if they have probable cause to believe a violation has/is occurring or to address a disruption to the educational living environment. Staff will knock and announce themselves and it is expected that residents will respond in a reasonable time frame. If students do not respond to an announced knock, staff will wait 15 seconds before knocking

and announcing a second time. If after 15 seconds have passed on the second knock and there is no response, staff may enter rooms and suites for the purpose of addressing the probable cause issues. Staff will conduct plain view searches to address the specific concern for which probable cause exists. If while conducting a plain view search other violations of University or Residence Hall policies are observed, staff will take appropriate measures to address the observed violations.

V. Dangerous devices

1. Residence Life maintains a controlled firearms room in each residence hall. All firearms, ammunition, spring or air powered devices designed to expel a projectile by the action of powder, compressed air, gas, compressed spring, or by any chemical action, archery equipment, crossbows, and any other similar devices must be checked into the storeroom.
2. Access to the storeroom is controlled by Residence Life staff. If a resident wishes to check out a firearm or other device, they must contact a staff member and once checked out, must immediately remove the firearm or device from the building. Upon return to campus, the firearm or device must be immediately checked into the storeroom with a staff member. All firearms must have a trigger lock in place while on University property. At no time may firearms or any other device listed above be taken into a residence hall room.
3. The following items are not allowed in the residence halls:
 - a. Any knife having a blade that projects or swings into position by force of a spring, by centrifugal force, or by gravity.
 - b. Any dirk, dagger, metal knuckles, blackjack, sap, or similar instruments.
 - c. Any explosive or dangerous chemicals, fireworks, or any other objects as weapons except as specifically permitted by this contract or EOU policy

By my signature hereon, I certify that I have read this Room and Dining Contract 2010-2011 in its entirety and agree to abide by all. I understand that this is my agreement to live in the residence halls for the entire Academic Year, 2010-2011.

Dated this _____ day of _____, 20__

Signature of Student/Resident

Print Full Name

Dated this _____ day of _____, 20__

Parent or Legal Guardian Signature
Required for residents under 18 years of age

Please make a copy for your records.