



## Eastern Oregon University Residence Life Office Short-Term Housing Contract

This Short-Term Housing Contract (“Contract”) is by and between (“Guest”) and Eastern Oregon University for its University Housing (“EOU”). EOU and Guest are referred to individually as a “Party” and jointly as the “Parties.” This Contract is for a short-term space in an EOU Residential housing facility.

### Guest and EOU agree to the following:

**1) Term.** The term of this Contract is for the following dates \_\_\_\_\_.

**2) Assignment of Space.** EOU shall provide Guest with a space in an EOU housing facility. EOU will accommodate housing preferences when possible, but does not guarantee assignments based on preferences. EOU may reassign Guest and the individuals listed on Guest’s registration to another space at any time during the term of this Contract.

**3) Compliance & Safety.** Guest hereby agrees to comply with all EOU policies, including but not limited to:

- EOU Student Conduct and Community Standards’ **Student Conduct Code**, available at <https://www.eou.edu/student-affairs/code-of-conduct/>;
- Smoking is prohibited on EOU property; EOU is a tobacco free campus;
- Individuals must notify a University Staff Member as soon as possible, but in any event, within 24 hours of any injuries, incidents, or emergencies that occur within EOU facilities;
- No pets are allowed in the residence halls or dining centers;

Guest will become familiar with and abide by these policies and will be considerate and respect the rights of other guests at all times.

Guest is responsible for the conduct and safety of, and compliance with this Contract and the policies set forth herein. Guest is also responsible for any and all conduct of and damages caused by any individuals accompanying Guest. See Section 4 for additional conditions for minor guests.

Although EOU works cooperatively with guests to promote a safe and secure environment, Guests and all other persons occupying or using EOU property are responsible for their own safety and security and for the safety and security of all other persons occupying or using EOU property. EOU may remove any individual from EOU property for failure to comply with EOU’s policies or for any other reason. Upon the exercise of this authority, Guest waives, on behalf of Guest and all individuals listed on Guest’s registration, any and all claims for any refund and for damages against EOU, its officers, agents, and employees.

**4) Access.** EOU shall provide Guest a key for access to Guest’s designated space. In providing space to Guest, EOU does not relinquish the rights to control the management of EOU property or to enforce all the necessary and proper rules for the management and operation of its property. EOU, its officers, agents, and employees may enter Guest’s space for safety, security, and maintenance purposes.

**5) Care of Property.**

Short-Term Housing Contract

a) **Guest's Property.** Guest is solely responsible for Guest's personal property and the personal property of all individuals accompanying Guest, at all times. EOU IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY IN EOU FACILITIES. GUESTS ARE ENCOURAGED TO CARRY PERSONAL PROPERTY INSURANCE.

b) **EOU's Property.** Guest and all individuals listed on Guest's registration and accompanying Guest must keep EOU's property clean and use reasonable care to protect EOU property.

**6) Termination.** EOU may terminate this Contract at any time, with or without cause, and with or without notice. If this Contract is terminated, Guest and all individuals listed on Guest's registration and accompanying Guest will immediately vacate EOU property. EOU reserves the right to terminate this Contract and remove any individual from its property at its sole discretion.

**7) Checking out.** Guest must remove all property of any kind, including but not limited to personal belongings and garbage, from the assigned space and return all keys and electronic access devices to EOU on or before the End Date. EOU is authorized to remove all property remaining in Guest's space after the End Date, at Guest's expense, and will send such property to EOU Surplus for public auction or disposal. EOU, its officers, agents, and employees, shall not be liable for any damage or loss due to the removal of, damage to, or disposal of such property.

**8) Charges for loss or damage.** Guest shall pay EOU, on demand, for the following items caused by Guest or any individual listed on Guest's registration and accompanying Guest:

a) *Damage to EOU property;*

b) Excessive cleaning required to return EOU property to its original condition (excluding normal wear and tear); (The condition of EOU property will be determined upon final inspection of the room by EOU staff);

c) *Lost keys;*

d) Relocation of furniture moved from other guest rooms or public areas into Guest's space; and

e) Removal of personal property after Guest has vacated.

Charges for loss or damage will be assessed by EOU on the Guest's account and a final bill will be emailed to the Guest after the Guest's departure. All bills are due upon receipt. After 45 days, EOU may assess the overdue bill 2/3 of 1% per month or 8% per annum on the outstanding balance.

**10) General Conditions.**

a) **Assignment.** This Contract is non-assignable and non-transferrable.

b) **Indemnity.** Guest shall save, indemnify, defend, and hold harmless EOU and its officers, agents, employees and members from all claims, suits, and actions of whatsoever nature (including attorneys' fees) resulting from or arising out of the activities of Guest, individuals listed on Guest's reservation, and all individuals accompanying Guest and Guest's party.

c) **Consequential Damages Waiver.** EOU shall not be liable under this Contract to Guest or any other person for any damages that could not reasonably have been foreseen on the date of this Contract or for any punitive damages. For avoidance of doubt, in no event shall EOU be liable for any incidental, consequential, special, or indirect damages, including loss of future revenue or income, or damages based on any kind of multiple.

d) **Insurance.** Guest shall obtain, at Guest's expense, and keep in effect during the term of this Contract, personal medical insurance for themselves and all members of their party. All such individuals agree to use their medical insurance for any needs arising during any of their stay at EOU.

e) **Choice of Law.** This Contract 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 Contract will be brought and conducted solely and exclusively in the Circuit Court of Union County for the State of Oregon

Short-Term Housing Contract

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

g) **Force Majeure:** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of EOU or Guest, respectively.

h) **Severability.** If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

i) **Counterparts.** This Contract 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 Contract has the same force and effect as an original. This Contract may be executed or signed by click-through or click-wrap or other electronic acknowledgement.

j) **Merger.** THIS CONTRACT 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 CONTRACT. THIS CONTRACT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS CONTRACTS, WARRANTIES, AGREEMENTS, REPRESENTATIONS OR UNDERSTANDINGS, IF ANY, WRITTEN OR ORAL. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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.

GUEST, by their signature below, acknowledge having read and understood this Contract and agree to be bound by its terms and conditions.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Under 18 Parent's Signature