Access to Eocene Court is provided for Eastern Oregon University students, with families, who have been admitted to the University and enrolled for eight (8) credits or more at the University for three of the four academic sessions each year of occupancy of the unit. Special permission must be obtained from the Director of Housing and Residence Life for any student tenant who drops below these academic requirements at any time and wishes to remain in EOU Family Housing. The term of this agreement is in effect until the resident moves out or the contract is updated.

SECTION I: DEFINITIONS

For this contract’s purposes, the following definitions shall apply: Eocene Court (Family Housing) refers to all apartments operated by Eastern Oregon University that are rented to students who qualify under OAR 579-060-0140 to rent such apartments; including all grounds and building use by the said tenants, faculty or staff.

Family is defined as an EOU student member and spouse/domestic partner with or without child/children, or an EOU student with legal custody of dependent child/children. All components of the family must reside together. Documentation of marriage/domestic partnership will be required. Relevant documents may be requested as proof of relationship (i.e. birth certificates, marriage license, proof of domestic partnership such as shared bank accounts or other proof of domestic living arrangement, etc.)

Dependent is anyone meeting the dependent definitions as outlined in the Internal Revenue Code.

Domestic Partnership is defined as a legal or personal relationship between two individuals who live together and share a common domestic life but are not joined in a traditional marriage, common-law marriage or a civil union.

SECTION II: CONTRACT OBLIGATIONS

To make your stay more comfortable and to maintain the facility properly for future occupants, you should be familiar with the obligations placed upon you. The contract with its terms and conditions of occupancy is designed so that the residents who abide by the contract receive the greatest benefit. The terms and conditions of occupancy are based on the established educational goals of the University, consideration for other residents, health and safety standards, and compliance with established laws and the Student Code of Conduct.

If you do not comply with the terms and conditions of occupancy or the Student Code of Conduct, you may be subject to disciplinary action including eviction from housing. If you have questions concerning any of the terms and conditions, or any other aspect of living on campus, contact the Housing and Residence Life Office for assistance.

1. **Application for Housing:** An application fee of $30 is required upon the submission of an application for Family Housing to be placed on the waiting list. When a unit becomes available, the first qualifying student on the waiting list will be offered the unit. No deposit is required for
the contract. Occupants who leave apartments with damages or cleaning issues will be billed accordingly.

2. **Assignment:** This contract is not assignable without the prior written consent of the Housing and Residence Life Office. It may be declared void by the University should such an unapproved assignment be attempted.

Rental Fee: RENT must be paid one month in advance and is payable by the first of each month. Eastern Oregon University reserves the right to increase rental rates. Payments are to be made at the Student Accounts Office in Inlow Hall, on or before, the first of each month. It is the student’s responsibility to make the scheduled payments by the due dates regardless of the circumstances. Failure to receive a billing is not an acceptable excuse for late payment. Interest charges and applicable late fees will be assessed on all past due accounts. The following penalties will apply:

A. Registration may be denied to any student with a past due balance.

B. The extension of credit, provision of services, grade reports, diplomas, and transcripts may be withheld from any student with a past due balance.

C. Eviction from family housing may result.

D. Delinquent accounts referred to outside collection agencies will be assessed all costs and charges incurred including, but not limited to, collection costs, attorney’s fees, and court filing fees. The status of this account may be reported to credit bureaus.

Tenants who choose to leave Family Housing during the term of this contract may do so without acquiring additional fees by giving a minimum of 30 days’ notice to the Residence Life Office prior to the designated check out date. If 30 days (or more) notice of departure is not given, the tenant will be charged a fee of a minimum of one month’s rent. Tenants are responsible for keeping the Student Accounts Office informed of any name or address change until all liabilities and claims have been met satisfactorily. Unpaid debts to the University will preclude subsequent enrollment at EOU.

3. **Check in – Check out:** Upon check in, the Eocene Manager and tenant will complete an inventory form listing the condition of the apartment, number of keys issued and various other aspects of the apartment condition. Upon check-out, tenants shall contact the Eocene Manager to formally check out of the apartment. Check out will include completion of the inventory form and return of all assigned keys. If proper check out is not followed, a charge of $75.00 will be assessed to the tenant for improper check out. Please see section II. #17 for fees regarding keys/fobs. Tenants are expected to leave the unit in a clean and presentable condition. This includes cleaning all kitchen appliances; cleaning cupboards, sink and counter; cleaning all bathroom fixtures, washing marks off of walls and ceilings, sweeping and mopping floors, removing all personal belongings and removing trash from the unit.

4. **Occupancy:** Only family members, as defined in Section I, may reside in the apartment. All components of the family used to establish eligibility must reside together in the unit at all times. No more than two adults and two children, or one adult and three children may reside in an apartment. An infant under 12 months at the time the unit is offered will not be counted towards the maximum occupancy allowed. Guests may not visit for longer than one week without written approval from the Housing and Residence Life Office.

5. **Utilities:** The tenant shall contract directly with the providers of all utility services. All such contracts shall be effective at the time the tenant take possession of the unit. The tenant shall be responsible for paying all utility charges incurred by the tenant and shall hold the landlord harmless with respect to all such charges. At the time of possession of the unit tenants will be asked to complete a third party billing notification.
6. Interruption of Service and Construction: The University is not responsible for the continuation of mail, heating, maintenance or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers’ employees, power, water or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of Residence Life. Housing and Residence Life is not responsible for construction noise or disruption.

7. Contract Termination: This contract may be terminated by either the resident or the University by providing a thirty (30) day written notice. Failure of the tenant to provide sufficient notice will result in an additional fee equivalent to one month’s rent. Violations of the terms and conditions of occupancy, the Student Code of Conduct, federal, state and local laws may lead to contract termination.

8. Eviction: If a tenant is evicted for conduct proscribed by EOU, OUS and/or this document, the tenant will be responsible for full room charges through the date of the eviction. In addition, filing fees, service fees and/or court costs that are incurred by the university by reason of filing for eviction shall be added to the account of the tenant and the tenant shall have an obligation to reimburse the University for these expenses unless an appropriate contrary order of final judgment is entered by the court. Reasons for eviction can also include nonpayment of institutional charges/fees.

9. Liability: The University, the Oregon State Board of Higher Education, and the State of Oregon shall not be held liable for loss or damage to personal property in apartments, laundries, storage rooms or other public areas. It is the responsibility of the undersigned to keep the apartment secured 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 his/her own expense to cover such loss.

10. Apartment Access: Regularly scheduled and announced routine apartment inspections will be held by authorized Housing and Residence Life personnel (or their delegated representatives) for maintenance, safety, health, and sanitation purposes, or for probable cause. No drawers, closets or personal items will be opened, unless necessary. Authorized personnel may enter your apartment for purposes of maintenance or in response to emergencies.

11. Apartment Exterior: Posting of signs or erecting of aerials, antennas, etc. on the exterior of your apartment is prohibited unless expressly allowed by the Residence Life Office. Tenants are not allowed on roofs, not allowed to climb up the sides of buildings or into windows. The University will retrieve any articles on the roof and you will be charged the cost of the service.

12. Damage and Repairs: You are financially responsible for any damage to the apartment and furnishings, other than normal wear and tear. University personnel will make repairs; you are not permitted to make or contract for repairs. You are also responsible for damage intentionally or negligently caused by you, your family or your guests to other areas of the apartment complex and townhouses, and the grounds, furnishings or equipment.

13. Electrical/Furnishings: Refrigerators, stoves, water heaters, and heating units are supplied and cannot be substituted. Wood or pellet stoves are not allowed. Freezers, pianos/organ are not allowed. Card-operated washers/dryers are provided in the apartment complex area.

14. Fire Hazard/Health/Safety Inspections: The Eocene Manager will conduct inspections of all apartments for fire hazards a minimum of once a year and will return for spot inspections at least once a term. Residents will be given at least 24 hours notice and must grant access for such purposes, subject only to reasonable delay to ensure proper attire. The resident is expected to reasonably maintain his/her assigned living unit relative to order, cleanliness, and safety. The resident will be held financially accountable for the repair or replacement cost of any damage to the University’s room or furnishing therein, and may be subject to disciplinary
action. The resident assumes responsibility for the daily care and cleaning of his/her apartment, and for maintaining acceptable sanitation and safety conditions. Periodic cleanliness inspections will be made. The resident also agrees to use public areas in a mature and responsible manner and to help in assuring safety and cleanliness.

15. Grounds: Tenants are responsible for keeping the grounds around the apartments free from debris, litter, and toys.

16. Interior and Exterior Paint: Painting the interior or exterior of the apartment is prohibited.

17. Keys/Fobs: Each adult tenant of Eocene Court will be issued apartment and laundry room keys upon checking in. If a key is lost or stolen during the occupancy period, the tenant is responsible for notifying the Housing and Residence Life Office immediately. A lock change will be completed and the associated costs will be imposed. This also applies to keys not returned at checkout. Keys are not to be loaned or duplicated. Rekey of an apartment is a $30 fee. Loss of the laundry room key will result in a $100 fee charged to your account.

SECTION III: STANDARDS OF CONDUCT

Disciplinary sanctions as serious as expulsion or suspension from the University or eviction from University housing may be imposed against any student found committing, attempting to commit or intentionally assisting in the commission of any of the prohibited behaviors listed in the Student Code of Conduct and this contract.

1. Alcoholic Beverages: Use of alcohol is allowed for residents who are 21 years of age or older. If one of the occupants is under the age of 21 (excluding dependent children), use of alcohol is prohibited. Alcohol may not be consumed outside (i.e. porches, lawns, etc.)

2. Bicycles: Bicycles must be kept in designated areas and are not permitted on porches or in fire exits. Bicycles may be kept in your apartment.

3. Notification of Fire: In the event of fire, the tenant and household members should leave the building and call 911. The tenant should also notify Security at 541-962-3911.

4. Candles and Flammable Materials: Burning candles, gasoline, kerosene lamps, paint thinners, or other flammable materials are hazardous to the health and safety of residents and are prohibited inside campus housing facilities.

5. Commercial Solicitation: Commercial solicitation, advertising, promotion and commercial transactions are prohibited in all areas where such activity will, or is likely to interfere with, impede or make more costly than normal, functions of that area.

6. Tobacco Policy: The use of all tobacco products (including, but not limited to cigarettes, cigars, pipes, smokeless tobacco, betel nut, or any other tobacco product, including “e-cigarettes”) is prohibited at all times within any interior space and all outside property or grounds controlled, owned, leased, or shared by Eastern Oregon University (including, but not limited to parking lots, rooftops, entrances and exit way; and within all vehicles on campus properties).

7. Controlled Substances: Illegal use, possession or furnishing of controlled substances as defined by Chapter 475 of the Oregon Revised Statutes and regulations adopted hereunder, on University owned or controlled property or at University sponsored or supervised activities is prohibited.

8. Dangerous Devices: Possession or use of firearms, explosives, dangerous chemicals, or other dangerous weapons or instrumentalities, unless otherwise authorized by law or policy are prohibited.

9. Disorderly Conduct: Conduct resulting from drunkenness, unreasonable noise, or behavior that results in unreasonable annoyance is prohibited. This includes conduct of dependents living in the apartment/townhouse.
10. Guest Conduct: You are responsible and financially accountable to the University for the presence and conduct of anyone you have invited to visit or in whose visit you have acquiesced. This is true not only when they are there by your explicit invitation, but also when they are there simply with your current acquiescence in their presence. The guest must not interfere with the rights/freedoms of your neighbors.

11. Noise: The concentration of living units demands that special quiet hours must be observed between 10 pm and 7 am during weekdays and between 10 pm and 9 am on Saturday and Sunday.

12. Parking: One off-street parking space is available for each apartment. Special parking areas are set aside for visitors, motorbikes and bicycles. Off-street parking for tenants with more than one vehicle is on a space available basis only. Parking for trucks (other than pickups), work vehicles, trailers and snowmobiles is generally not available in Eocene Court off-street parking.

13. Pets: One ten gallon fish tank with aquarium fish is allowed per apartment. In addition only one adult, indoor cat will be permitted in each unit. Residents with a cat must complete an Approval Form and provide written documentation from a veterinarian of current shot records. A $50 refundable pet deposit and a $25 non-refundable cleaning fee will be charged to cover any damage due to the animal. No other animals are allowed.

14. Public Areas/Storage: Personal items are to be stored in the apartment. Sidewalk, porches, and yards may not be used to store personal belongings. Children’s toys and other personal items left on the grounds are subject to removal by University Personnel.

15. Tampering with Fire Equipment/Electrical Panels: A fine up to $150 and referral to the student conduct program will be imposed for any of the following: smoking within the housing facility, malicious burning or tampering with fire equipment including fire alarms, smoke detector, carbon monoxide detectors, other fire/life safety equipment or electrical panels. This includes disconnecting or removing the smoke detector battery, removal of fire exit signs and intentionally switching off or removing electrical fuses or switches.

16. Waterbeds: Waterbeds are not permitted.

17. Use of Facilities: Unauthorized entry to or use of institutional facilities, including buildings and grounds, is prohibited. Use of the Eastern Oregon University housing facilities is limited to the residents, their escorted guests and other persons specifically authorized by the Residence Life Office.

18. Bathtubs: To prevent water damage, the shower curtain should be hanging inside the tub edge when using the bathtub to take a shower.

19. Airflow: All vents and ducts must remain unobstructed to ensure comfort for residents.

ALL GENERAL REGULATIONS AND POLICIES STATED IN THIS CONTRACT WILL APPLY TO ALL RESIDENTS OF EOCENE COURT.

SECTION IV: EXCEPTIONS

Exceptions to any Provision of this Contract: Exceptions may be requested by petition. Petition forms are available in the Housing and Residence Life Office. Exceptions to one provision of this contract shall not be construed as waiver of any other provisions. The final determination on exceptions lies wholly within the discretion of the Residence Life Office.
EOCENE COURT HOUSING CONTRACT

This Rental Agreement is entered into between _____________________________, the tenant and EOU Residence Life, the Landlord; for use of the premises located at _________________________________, beginning on the__________day of __________________, __________.

Print the names of all other occupants residing in this Unit:            _______________________________,
Name of Additional Adult

______________________________, ________________________, _____________________________.
Name of Child                             Name of Child                             Name of Child

Knowingly furnishing false information is an offense under the EOU Student Code of Conduct with sanctions as serious as expulsion from the university. I have read this contract in its entirety and I certify that I meet all housing eligibility requirements. I hereby agree to be bound by and to comply with this contract.

Dated this _____day of ______________, __________.

______________________________________    _________________________________________
Student Tenant Signature                   Housing and Residence Life Representative

______________________________________
EOU Student Identification Number

Contact Information:
Housing and Residence Life Office
541-962-3553
HUB 216
Eastern Oregon University
One University Boulevard
La Grande, OR  97850