

Eastern Oregon University
Room & Dining Contract 2026–2027

This Room & Dining Contract ("Contract") is a legally binding agreement between the Eligible Student who has signed it ("Resident") and Eastern Oregon University ("EOU" or "University").

I. Resident Acknowledgement

By accepting this Contract, the Resident acknowledges that they have read and understand it, and agree to comply with:

- This Contract;
- The [Standards of Residency \(SOR\)](#);
- The EOU Student Code of Conduct; and
- All applicable University policies and procedures.

The Resident understands that compliance with the SOR and incorporated policies is a condition of housing and that violations may result in administrative action, disciplinary action, financial charges, reassignment, or termination of housing privileges.

II. Definitions

For purposes of this Contract:

- **Academic Year** means the period beginning September 16, 2026, and ending June 11, 2027.
- **Residence Life** refers to the Eastern Oregon University Residence Life Office and its authorized designees and staff.
- **Residence Halls** include all University-owned residential facilities.
- **Occupancy** is established when a Resident takes possession of a Residence Hall space, evidenced by the issuance and acceptance of a key or access credential and either: (1) physical move-in to the assigned space, or (2) use of the space for residential purposes.
- **Liquidated Damages**: a reasonable estimate of the costs anticipated to be incurred by the University when a Resident fails to fulfill the full term of this Contract after Occupancy. These costs may include, but are not limited to, administrative processing, staffing, vacancy management, utilities, and facilities operations. Liquidated damages are not intended as a penalty.
- **Proper Checkout** means completion of all Residence Life checkout procedures and return of all keys and access devices.

III. Applicable Law

This Contract is subject to and incorporates the requirements of [University Policy 2.20.05. Residence Halls and Eocene Court Housing Policies](#). This Contract is not a “rental agreement” as defined in the Oregon Residential Landlord and Tenant Act (OLTA), Oregon Revised Statutes (ORS) Chapter 90. University Residence Halls are not subject to the OLTA. ORS 90.110(1).

IV. Term of Contract

This Contract takes effect when signed, and is in effect for the Academic Year (or, if signed after September 16, 2026, the remainder of the Academic Year). Terms related to fulfillment of obligations survive until those obligations are satisfied.

Residents approved for Early Arrival shall execute an Early Arrival Agreement or Supplemental Housing Agreement.

V. Official Communication and Notice

The University's official method of communication with Residents regarding this Contract, housing assignments, deadlines, policies, and administrative actions is through the Resident's Eastern Oregon University email account and/or the University's designated housing management system.

Residents are responsible for regularly monitoring their University email and housing account. Failure to read or receive communications sent through official University channels does not excuse missed deadlines, noncompliance with Contract terms, or financial obligations.

VI. Eligibility and Live-In Requirement

A. Eligible Students

Housing is available only to fully admitted students enrolled in at least eight (8) credits per term.

B. First-Year Students

All admitted first-year students who enroll at EOU within one year of high school graduation for eight (8) or more credits per term are required to reside in University-owned housing for the full Academic Year. Students beginning enrollment in Winter or Spring term are required to live on campus for the remainder of the Academic Year.

C. International Students

All undergraduate international students in their first year of study in the United States are required to reside in University-owned housing during their first year at EOU.

D. Exceptions

Exceptions to the live-in requirement must be requested by petition and are granted at the discretion of a Live On Waiver Committee, as designated by Residence Life. Approval of an exception after Occupancy does not eliminate financial obligations incurred under this Contract unless expressly stated in writing by Residence Life.

Exceptions are granted solely at the discretion of the University. No verbal representations or informal communications shall constitute approval of an exception.

VII. Assignment and Deposit

A \$250 housing deposit is required to secure a housing assignment. The deposit will be applied to the Resident's student account upon Proper Checkout and may be used to offset any outstanding housing-related charges.

Housing assignments are made based on application completion date, availability, and other relevant operational, programmatic, or community considerations as determined by the University. The listed factors are not exhaustive, and preferences are considered but not guaranteed.

VIII. Occupancy

Occupancy begins upon issuance of a key or access credential, regardless of whether personal belongings have been moved into the assigned space. Failure to physically occupy the assigned space does not negate Occupancy or financial responsibility once access credentials are issued.

Residents may occupy only their assigned space and may not change rooms without prior written approval from Residence Life. Residents or students using spaces not assigned to them may face disciplinary actions and/or financial penalties.

IX. Early Arrival

Early arrival approval does not modify the Academic Year term, cancellation provisions, or financial obligations of this Contract unless expressly stated in writing by the University.

Occupancy during an approved early arrival period constitutes Occupancy under this Contract and subjects the Resident to all terms of this Contract, the Standards of Residency, and applicable University policies from the date access to University housing is granted.

X. Cancellation and Termination

A. Cancellation Prior to Occupancy

Residents must cancel, in writing, by the published deadlines. Failure to cancel by the applicable published deadline will result in a cancellation fee based on the following schedule for Fall:

Cancellation on or before June 26, 2026	100% refund of deposit (\$250)
Cancellation on June 27 - July 31, 2026	50% refund of deposit (\$125)
Cancellation on August 1 - August 30, 2026	0% refund of deposit
Cancellation after September 1, 2026	Forfeiture of deposit + \$150 fee (\$400 total)

Winter:

Cancellation on or before December 18, 2026	100% refund of deposit (\$250)
Cancellation after December 19, 2026	Forfeiture of deposit + \$150 fee (\$400 total)

Spring:

Cancellation on or March 12, 2027	100% refund of deposit (\$250)
Cancellation after March 13, 2027	Forfeiture of deposit + \$150 fee (\$400 total)

B. Termination After Occupancy

After Occupancy, release from this Contract is permitted only for:

1. Graduation;
2. University-approved educational leave;
3. Administrative or academic separation initiated by the University; or

Residents who do not qualify for release will be charged liquidated damages of \$8 per contract day from the date of checkout through June 11, 2027.

Withdrawal from classes or reduced enrollment does not automatically terminate this Contract.

C. University-Initiated Cancellation or Termination

The University reserves the right to cancel or terminate this Contract when a Resident fails to meet eligibility requirements or when continuation of the Contract is inconsistent with University policy, housing operations, or community safety.

Circumstances that may result in University-initiated cancellation or termination include, but are not limited to:

- Failure to check in or take Occupancy of the assigned space by the published check-in date without prior written notice and approval of a late arrival;
- Cancellation, delay, or denial of admission or enrollment to the University;
- Failure to meet or maintain Contract eligibility requirements, including enrollment status;
- Knowingly providing false, misleading, or incomplete information, or failing to disclose required information, in connection with their housing application, admission, or enrollment.
- Serious or repeated violations of the Standards of Residency or the Student Code of Conduct.

University-initiated cancellation or termination does not automatically release the Resident from financial obligations incurred under this Contract unless expressly approved in writing by the University.

D. Resident Petition for Release from Contract

Resident petitions for release from this Contract must be submitted in writing to the Residence Life Office and include supporting documentation where applicable.

Petitions for release of contract will be reviewed by Residence Life within a reasonable timeframe, typically ten (10) business days from receipt of a complete submission. The University may request additional information before making a determination.

Petition decisions are based on an individualized assessment of the circumstances presented and are not guaranteed. Approval, denial, or partial approval may include conditions, adjusted effective dates, or assessed charges as determined by the University.

Submission of a petition does not suspend contractual or financial obligations unless expressly approved in writing by the University.

XI. Financial Obligations

Resident agrees to pay all room, dining, and housing-related charges assessed under this Contract. Charges continue until Proper Checkout is completed. Resident is responsible for reasonable collection costs, interest, and fees associated with unpaid balances, as permitted by law and University policy.

EOU reserves the right to adjust housing and dining rates if actual operating costs substantially exceed projections.

A. Residential Programming Fee

A \$20.00 mandatory Residential Programming Fee is assessed to all Residents each academic term to support Residence Life programs and initiatives that promote community engagement, well-being, inclusion, and student success within University housing. The fee is billed as part of housing-related charges, is non-refundable, and applies regardless of Resident's level of participation in programs or events. Programming offerings and the amount of the fee may vary by term or residential community as determined by the University.

B. Reporting of Maintenance Concerns

Resident shall not attempt to repair damaged or inoperative facilities.

Resident is responsible for promptly reporting maintenance, cleanliness, or facility concerns in their assigned space or shared areas through designated University reporting systems.

Failure to report concerns in a timely manner that results in increased damage, repair costs, or safety risks may result in financial responsibility or administrative action.

Residents may be held financially responsible for damages to their assigned space or shared/common areas when individual responsibility cannot be determined.

XII. Meal Plan Requirement

Participation in a Residential Dining Meal Plan is a condition of housing for residents assigned to designated halls or classifications as determined by the University. Meal plan charges apply regardless of actual usage.

Meal plan charges may be prorated when a resident's housing eligibility ends or housing assignment changes, in accordance with University policy. Proration adjusts future charges only and does not constitute a refund.

Meal plan fees and dining dollars are non-refundable once assessed or made available, except as expressly required by law or approved in writing by the University.

Residents required to participate in a residential meal plan who do not select a meal plan by the published deadline may be assigned a default meal (Best Value - Regular) plan as determined by the University. The assigned meal plan and associated charges will apply unless changed during an approved meal plan change period.

XIII. Academic Break Housing and Dining

Housing and dining services during academic breaks, including but not limited to Thanksgiving Break, Winter Break, Spring Break, and periods between academic terms, are not included in Academic Year housing or dining charges unless expressly stated in writing by the University.

Residents seeking housing or dining services during academic breaks may be required to submit a separate application and pay additional charges at rates established by the University.

Break	Dates	Cost
Thanksgiving	11/21/2026 - 11/29/2026	No additional cost
Holiday Closure	12/19/2026 - 1/3/2027	\$25 per night, up to \$250
Spring Break	3/20/2027 - 3/28/2027	No additional cost

Rates are subject to change for future academic years and will be published annually.

Availability of housing and dining services during academic breaks is limited and not guaranteed. The University reserves the right to modify services, restrict access, consolidate housing assignments, designate specific facilities for break occupancy, or adjust rates during academic breaks.

Residents required to vacate University housing during designated closure periods must do so by published deadlines. Failure to vacate assigned spaces during required closure periods may result in additional charges, administrative action, and/or disciplinary consequences. Charges assessed for academic break housing or dining services are non-refundable except as required by law or approved in writing by the University.

XIV. Standards of Residency and Policy Incorporation

The [Standards of Residency \(SOR\)](#), as issued and amended, as necessary, by Residence Life and/or the University, are incorporated into and made part of this Contract by reference. The Resident acknowledges that:

- The SOR establishes binding conditions of residence;
- Violations of the SOR constitute violations of this Contract;
- The SOR may be revised by Residence Life and/or the University with reasonable notice; and
- Continued Occupancy constitutes acceptance of such revisions.

This Contract also incorporates the Student Code of Conduct and other applicable University policies. The Resident is responsible for reviewing the current version of the Standards of Residency as published by Residence Life and the University.

In the event of a conflict between this Contract and the Standards of Residency, the terms of this Contract shall govern.

XV. Accommodation Requests

If Resident desires housing-related accommodations, including but not limited to disability-related accommodations or Emotional Support Animal(s), Resident must submit requests through the University's established accommodation process by published deadlines, as determined in the Standards of Residency.

Requests submitted after published deadlines may limit the University's ability to provide preferred accommodations but will be reviewed in accordance with applicable law.

Additional procedures, timelines, and requirements are outlined in the Standards of Residency and University accommodation policies.

XVI. Administrative Action, Breach, and Remedies

A. In General

Residence Life may take administrative housing actions, including reassignment, restriction, or termination of housing privileges, when a Resident violates this Contract, the SOR, or University policy, or when continued occupancy poses a risk to the community or is otherwise inconsistent with maintaining a safe and functional residential environment.

Administrative housing actions may occur independently of, or concurrently with, student conduct proceedings.

Nothing in this Contract limits the University's authority to take immediate action necessary to promote the health, safety, or welfare of the campus/residential community.

B. Emergency Reassignment and Housing Modifications.

The University reserves the right to temporarily or permanently reassign Residents, consolidate housing assignments, or modify housing operations when necessary to address emergencies,

public health concerns, facility conditions, safety considerations, or other circumstances beyond the University's reasonable control. Such actions do not release the Resident from contractual obligations unless expressly stated in writing by the University.

C. Request for Administrative Review

If Resident believes an administrative housing action was imposed in error or without consideration of relevant information, Resident may submit a written request for administrative review within five (5) business days of notice.

Reviews are limited to determining whether the decision was consistent with University policy and available information at the time. The review decision is final.

D. Eviction

Eviction for misconduct or non-payment does not release the Resident from financial obligations. Residents evicted for misconduct may be assessed \$8 per contract day through June 11, 2027.

XVII. Liability and Indemnification

Resident assumes responsibility for securing their assigned space and belongings and is encouraged to maintain personal property insurance. EOU is not responsible for loss or damage to personal property.

Resident agrees to indemnify and hold harmless the University from claims arising from the Resident's actions, negligence, or violations of this Contract.

XVIII. Photographs and Recordings

Resident acknowledges that photographs, video, or audio recordings may be taken within University housing facilities or dining venues for University purposes.

By accepting this Contract, Resident grants Eastern Oregon University permission to use photographs or recordings in which the Resident may appear for University-related purposes, including but not limited to marketing, promotional materials, publications, websites, and social media, unless the Resident submits a written opt-out request in accordance with University procedures.

XIX. Interruptions of Service and Emergency Conditions

In circumstances where University housing or dining services are substantially disrupted, unusable, or inaccessible for an extended period due to events beyond the University's reasonable control, the University may, at its discretion, consider reasonable adjustments to housing or dining charges or provide alternative accommodations where feasible.

Any such adjustments must be approved in writing by the University and do not create an ongoing obligation or precedent.

XX. Force Majeure

The University shall not be deemed in breach of this Contract for failure or delay in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, epidemics or public health emergencies, government orders, labor disruptions, utility failures, or other circumstances that materially impact housing operations.

Such events do not relieve the Resident of financial or contractual obligations unless expressly stated in writing by the University.

XXI. Severability

If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XXII. Entire Agreement; No Waiver

This Contract constitutes the entire agreement between the University and Resident and supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral. It may only be modified as noted herein, or by written agreement of the parties.

Failure by the University to enforce any provision of this Contract shall not constitute a waiver of that provision or of the University's right to enforce it in the future.

XXII. Signature and Acceptance

By accepting this Contract, Resident affirms that they have read, understand, and agree to comply with all terms and conditions of this Room & Dining Contract and will comply with all policies incorporated by reference.

Acceptance of this Contract through the University's housing system, including electronic acknowledgment or submission, constitutes the Resident's valid and binding signature. The Resident further acknowledges that no verbal statements, representations, or promises made by University employees or agents modify or supersede the terms of this Contract unless expressly stated in writing and authorized by the University.

This Contract is effective upon acceptance by the Resident and remains in effect until the Resident has completed Proper Checkout and satisfied all contractual and financial obligations.

EOU is an equal-opportunity institution committed to compliance with the Americans with Disabilities Act. This Contract is available in accessible formats upon request.