

UNIVERSITY HOUSING

Conferences • Dining Services • Student Apartments & Family Housing • Residence Halls

STUDENT APARTMENTS & FAMILY HOUSING (SAFH) HOUSE/APARTMENT RESIDENTIAL LEASE – FIXED TERM

Rental Address _____ Rental term begins: _____ Rental term ends: 6/30/2020

Rental Rate \$ _____ per month. Rental rate may not be increased prior to the end of the rental term.

	Name(s)	Student Identification Number(s)
Resident(s)	_____	_____
	_____	_____
	_____	_____
	_____	_____

Southern Oregon University, hereinafter called **University**, hereby rents to the above, hereinafter called **Resident(s)** the rental unit assigned for the period beginning on the date of occupancy indicated above under the following terms and conditions:

1. Term of Agreement

- a. The term of this residential lease is for a fixed term, with the rental term ending June 30, 2020.
- b. The University recognizes the academic calendar, graduation and the transitory nature of being a student, therefore there will be specific dates Residents will be permitted to end leases based on their graduation.
- c. The tenancy granted by this lease shall end two weeks following the last day of final exam week. Students are responsible for payment of rent until the final date of their tenancy (i.e., two weeks following the last day of final exams). If a student requests and is granted a move-out date that is later than this final date of tenancy, then the student will be required to pay rent up to and including their final date of occupancy.
- d. In the case of multiple students on a SAFH Residential Lease, when an individual resident submits a notice to vacate an apartment or house, the notice shall apply to all current residents of the unit.
- e. Entering into a new Student Apartments & Family Housing Residential Lease is the sole right of the University. If the Resident does not sign the subsequent lease the termination of the Resident’s tenancy, is referenced above.

2. Resident Eligibility Requirements

- a. Priority for Student Apartments & Family Housing space is given to:
 - 1. Students with child(ren) and non-custodial parents with an established parenting plan. The spouse and/or child(ren) must reside with the student applicant at least 180 days in the year. Summer-only visitation is not considered a year-round need. Verification of regular residence by the child(ren) may be required.
 - 2. Students who are married, in a domestic partnership, or who qualify under partnership by affidavit are second priority. No more than two adults may reside in each Student Apartments & Family Housing rental premises without written permission from the University Housing Office.
 - 3. Single SOU graduate students, single SOU students at least 25-years of age or older, or students who are active military, reservists or veterans with honorable discharges.
 - 4. SOU students who have earned senior (135 credits) status or above.
 - 5. SOU students who have earned junior (90 credits) status or above.
 - 6. Staff/faculty members on an interim basis. The Student Apartments & Family Housing is mainly for student use, allowing SOU to try to make apartment-style living more affordable. This is the reason that the University limits the amount of time an SOU employee (either faculty or staff) can live in University-owned, operated or managed housing to two (2) years or the end of two (2) full lease cycles. If the staff member works for University Housing and serves in an on-call rotation on some level, the two-year limitation would not apply. Additionally, faculty/staff will not be permitted to live with a student without documentation of a preexisting family relationship, or without written permission from the University Housing Office.

Main Tenant Initial: _____

All others, including non-SOU students (but excluding OHSU students) and individual students under the age of 25 who are Freshmen or Sophomores are ineligible to live at SOU Student Apartments & Family Housing without an approved University Housing Petition.

- b. "Student"- A person who has applied for admission to SOU and at the time they take possession of the housing unit has been officially admitted to the university; who registers for a minimum of twelve (12) undergraduate academic credit hours, or the 5th year of a teaching certification program at SOU, or six (6) graduate-level academic credit hours each academic term, and is in good academic standing; non-admitted students and dual enrolled students can be granted approval to reside in SAFH on a case-by-case basis, and with the approval of the Director of Housing.
- c. Prior to or upon signing the SAFH Residential Lease, the University shall require proof of eligibility, including but not limited to: certificate of admission, marriage certificate, custody papers, children's birth certificates, verification of admittance to a Graduate or 5th year education certification program, or appointment letter. Where applicable, spouse and/or children must be present and accompany the Resident at time of check-in.
- d. The Resident must notify the University Housing Office within 72 hours of any changes in eligibility. If the Resident's status changes so that the Resident is no longer eligible for Student Apartments & Family Housing tenancy, the University will terminate tenancy with 30-days written notice.
- e. The Resident must abide by the Student Code of Conduct and Student Apartments & Family Housing Policies and Procedures handbook. Should the Resident's judicial standing with the University change, the University reserves the right to terminate tenancy.

3. Assignment of House/Apartment

- a. Use of the rental premises is for residential purposes only. No commercial activity will be allowed.
- b. The University has the right to reassign the Resident immediately following a maintenance emergency without breaking this lease. If the original unit becomes habitable again the Resident will be permitted to return.

4. Transferring Units

- a. If the Resident wishes to transfer to a new unit within Student Apartments & Family Housing, the Resident must submit a transfer request online.
- b. The Resident's University Housing account must be current and in good standing prior to any unit change.
- c. The Resident is required to submit to an inspection of their current unit before any transfer request will be approved.
- d. If the Resident transfers to a unit that costs more per month, the Resident will be required to provide an additional security deposit to bring the current security deposit on file up to the current required amount.
- e. The Resident will be required to pay all necessary cleaning and damage fees associated with the old unit, including but not limited to carpet and blind cleaning fees.
- f. The Resident will be required to pay for both units while they are both occupied during the move; rent for the former unit will be charged up to the date the Resident has vacated that unit and returned keys.

5. Subletting

Subletting or renting to a third (3rd) party is strictly prohibited. Allowing an unapproved tenant of any kind to reside in the Student Apartments & Family Housing rental unit is a violation of this lease and may result in the service of an eviction notice.

6. Individual Student Policy and Retention of Deposit

When an individual resident submits a notice to vacate an apartment or house, the notice to vacate shall be effective as to all current residents of the unit. The other Resident(s) in the unit may appeal the notice to vacate by petitioning to stay in the unit and/or to assume the main tenancy. The petition must include all supporting information requested by the University necessary to consider the request. Following approval of a valid petition through this process, the deposit will be retained by the University under the name of the newly established main tenant until such time as the apartment is fully vacated by all resident(s).

No more than two adults may reside in each Student Apartments & Family Housing rental premises without written permission from the University Housing Office. The Residents' signatures on the SAFH Residential Lease signify acknowledgement and acceptance of this rule.

7. Deposit

At the time the SAFH Residential Lease is signed, the Resident must submit a security deposit, no less than one month's rent. The deposit will be held by the University during the period of time the Resident remains in Student Apartments & Family Housing. The University may deduct from the deposit any unpaid rent, unpaid utilities, pet fees, costs of lost keys or lock changes, costs to remedy a cleaning problem, and costs of damages caused by the Resident (or someone under the control of the Resident) not including normal wear-and-tear.

Within 30 days after termination of tenancy, the University will send a check to the forwarding address provided at the time of move out of any balance of the deposit owed to the Resident, and a written statement itemizing all deductions. If any Housing debt is owed to the University, that balance will first be deducted from the security deposit. The deposit does not represent the maximum liability the Resident could be responsible for, in regards to breach of this lease, but is merely a security they are required to provide. If the Resident transfers to a unit that costs more per month, they will be required to provide an additional security deposit to bring the current security deposit on file up to the current required amount.

At the time the Resident vacates the rental unit, a **carpet cleaning fee** of up to \$100.00 per carpeted room will be retained. At the time of checkout, the actual charges will be estimated based on the current rates charged to the University by the carpet cleaning company employed. A blind cleaning fee of up to \$200.00 per unit will also be charged upon check-out.

8. Termination of Tenancy

The University may terminate Residents' tenancy in the manner provided by law, including but not limited to termination at any time if Residents (or members of Residents' household, approved occupants of Residents' space, Residents' guests, Residents' pet, or others on the Premises with the knowledge and/or permission of Residents or any of them) violate any term of this Lease (including but not limited to failure to pay rent on time and other charges), the rules and regulations applicable to Residents' tenancy, or any law or ordinance which relates to Residents' conduct as a Resident; or as otherwise permitted by law. If the Resident ends tenancy prior to the ending date of this Lease, as referenced on Page 1, Resident agrees to pay an early termination fee of one-and-one-half month's rent (as detailed in Section 10), in addition to rent. Residents will also be responsible for rent during those 30 days.

9. Keys and Lock Charges

Each unit will be issued two keys to the unit, one mailbox key, if applicable, and one laundry room fob, if applicable. Additional keys may be issued at the sole discretion of the University. The University shall retain the right to deny requests for additional keys if the University believes the request is unreasonable. Keys are to remain the property of the University and are to be returned upon vacating the unit. The Resident is strictly prohibited from having additional keys made by a non-University organization or individual. The Resident will be charged for lost keys or keys not returned, according to the list below:

- a. \$125.00 for apartment or house lost key(s) and lock change (regardless of number of lost keys)
- b. \$125.00 for each lost mailbox key and Lock Change (regardless of number of lost keys)
- c. \$50.00 for a missing/lost laundry room fob

No refund will be given for keys returned three days or more after vacating, and/or after locks have been changed for security reasons. The installation and use of unauthorized locks on interior and exterior doors by the Resident is prohibited.

The University will not issue any keys or laundry fobs to any tenant or family member under the age of 10.

10. Rental Rates, Due Date, Additional Fees

The monthly rental rate is due without demand, payable in advance on the first day of each month to Southern Oregon University at the University Housing Office in the ground floor of the Greensprings Residence Hall or at the following mailing address:

University Housing Office
Southern Oregon University
450 Wightman St
Ashland, Oregon 97520

If the rent is not paid on the eighth day of the month, the Resident must pay a late charge of \$100.00. If the eighth day of the month falls on a day when the University Housing Office is closed, rent will be overdue after 4:00 p.m. the following business day.

Any funding source, including but not limited to financial aid reversals, unfunded checks, and credit card chargebacks, that result in the retroactive non-payment of rent or other fees will immediately become due, with additional late and interest fees.

FEES PAYABLE BY RESIDENTS FOR EACH VIOLATION, in addition to any other sums due under this Lease:

- Late fee, if rent is not received by 4:00 p.m., end of day, on 8th day of the rental period: \$100.00.
- Smoke alarm and carbon monoxide alarm tampering fee: \$250.00.
- Early termination fee (if Resident terminates before ending date): one-and-one half months' rent.
- Dishonored check fee: \$25.00, plus amount charged by bank.
- Violation of a written pet agreement: \$50.00.
- Monthly fee for not putting the utility bill in Resident's name: \$50.00

FEES FOR SECOND OR SUBSEQUENT NONCOMPLIANCE AFTER WARNING NOTICE WITHIN A YEAR:

- Failure to clean up garbage, rubbish, pet waste or other waste: \$50.00.
- Parking violation or other improper use of vehicle: \$50.00.
- Smoking in designated nonsmoking area, or within 25 feet of any University property: \$50.00.
- Keeping unauthorized pet on the premises: \$50.00.
- Late payment of utility charges owed to the University: \$50.00

11. Beginning Inspection

Prior to or at the time of taking possession of the rental unit, the Resident will inspect the unit for inventory verification, cleanliness and general condition of the premises and appliances. The Resident will be required to verify the unit's general condition online through their Housing portal within three days of taking possession of the unit. If the online form is not completed and accepted, the Resident has agreed that the apartment/house was in good condition at check-in and agrees to check-out under that acceptance. The Resident will be provided one apartment key in order to complete the Inventory and Inspection form. The Resident will be given the mailbox key (if applicable), and laundry fob (if applicable) upon completing and accepting the Inventory and Inspection form.

12. End of Term Inspection

When possession of the rental unit is returned to the University at the termination of the rental lease, the University representative and the Resident will inspect the unit for inventory verification, cleanliness, and general condition of the premises and appliances. Within two weeks prior to vacating the rental unit, the Resident must arrange during normal business hours a mutually agreeable time to jointly inspect the unit with the University representative. This inspection must be arranged a minimum of 4 business days in advance. Failure to arrange or attend this inspection by the Resident will relieve the University of any obligation to make an inspection in the Resident's presence.

The Resident is required to turn in all keys to the Greensprings Housing Front Desk. If all keys are not turned in to the Greensprings Housing Front Desk, Resident is responsible for the cost to rekey all applicable items and doors.

13. Holdover Resident

If the Resident remains in possession of the rental unit past the termination of the lease, the University takes immediate possession of the rental unit.

If the Resident remains in possession of the rental unit without the University's consent after a lawful termination, the University may initiate a forcible entry and detainer action to evict the Resident and may obtain damages as provided by law.

The Resident will be charged the cost of rent per day until they vacate Student Apartments & Family Housing.

14. Non-Smoking and Marijuana Policy

Smoking of any kind, including but not limited to cigarettes, cigars, electronic smoking devices, or pipes, in or within 25 feet of any University property is strictly prohibited. This includes all physical University structures (maintenance shop, laundry room, community building, all apartments, and all houses) and the following outside areas: Covered bike areas, mailboxes, community gardens, basketball court, all child playgrounds including the Children's Center enclosed play area, trash compactors, and recycling areas. Resident agrees by signing the lease that neither they nor their guests will smoke in or within 25 feet of the locations specified in this lease. Resident or their guests found smoking within 25 feet of the location may incur a \$50.00 smoking fee, charged to their student account, after receiving an initial warning from University Housing.

Marijuana

Possession or use of marijuana and marijuana paraphernalia is prohibited on campus. Even though **Oregon State law** allows adults age 21 and older to possess small amounts of marijuana for recreational use, federal law prohibits marijuana possession and use of any kind. Because Southern Oregon University receives federal funds, SOU must adhere to federal laws pertaining to possession and use of marijuana. Students with medical marijuana are prohibited from possessing or using marijuana of any kind and possessing or using marijuana paraphernalia on campus. Marijuana and marijuana paraphernalia that is found on campus will be confiscated and destroyed by CPS staff and/or the Ashland Police Department.

15. Utilities

The Resident must provide the University Housing Office with receipts indicating that the utilities for which the Resident is responsible have been put in the Resident’s name and the required deposits have been paid, or a \$50 per month fee will be assessed, in addition to the utility bill.

The Resident will pay for the following utilities (if applicable):

Water Sewer Electricity Gas Garbage Can Oil

The University will pay for the following utilities (if applicable):

Water Sewer Electricity Gas Garbage Can Oil

16. Appliances

The University will provide a stove and refrigerator as part of the lease.

17. Pets and Service/Emotional Support Animals

No animal or pet shall be kept on the premises without the approval and consent of the University Housing Office. If the animal is an Emotional Support Animal or Service Animal, they cannot be kept on the premises without an approved petition by the department of Disability Resources, which establishes that the animal constitutes a necessary and reasonable accommodation. Pets/animals are not allowed anywhere inside the Student Apartments & Family Housing Community Building, including the Quincy community laundry-room and/or community room, or in the following apartment buildings: Quincy Street Buildings 3, 5, 7, 16, 17, & 19; and Wightman Street Apartments 40 #1, 40 #2, 40 #5, & 40 #6; and every apartment in Wightman Street Buildings 72, 120, & 132. The animal-free spaces are delineated as such in order to accommodate current and future tenants with competing needs, disabilities or health requirements, including but not limited to pet allergies, animal phobias, and/or other related needs.

Approved pets are allowed in all other apartment buildings and all University-owned houses, provided the Resident completes a separate pet application, provides the University with all required documentation, pays a \$300.00 refundable security deposit per pet (max of two), and complies with all rules and regulations dictated in the pet application.

The University reserves the right to deny any requests for a pet for any reason other than that which is required by law. Any pet not included on the original pet application, such as a visiting pet, is strictly prohibited. Any tenant who fails to comply with the pet application, or is found to have an unapproved pet or animal within their residence, will be given ten days pursuant to Oregon Landlord and Tenant Law in which to remove the pet or vacate the premises.

If approved to have a pet(s) at the time the SAFH Residential Lease is signed, the Resident must submit a \$300.00 per pet security deposit and have provided all necessary documentation prior to the animal moving in.

18. Guests

Overnight guests may be permitted to stay for a maximum of two weeks, in a lease period. However, guests staying more than one week must be registered with the University Housing Office, and with approval when applicable. Residents are ultimately responsible for the behavior and actions of their guests, including but not limited to damage to the unit or surrounding area(s).

19. Interior Paint

Painting is prohibited except by authorized University personnel. Up to \$250.00 (per room) may be charged if interior of unit has been painted by Resident.

20. Replacing Lights

The Resident is responsible for all compact florescent or incandescent lights inside of the rental units; if the Resident requests to have compact florescent or incandescent lights inside of the rental units changed via a Maintenance request, the Resident will be billed for parts and labor via their student account. If florescent tube lights or any outdoor lights need changing submit a Maintenance request, and University facilities will replace at no cost to the Resident, barring excessive damage to light structures.

21. Wall and Contact Papering

The Resident is not allowed to wallpaper interior walls, or use adhesive contact paper inside shelves/drawers in any of the Student Apartments & Family Housing units. Only non-adhesive shelf paper may be used.

22. Wall Hangings and TV Mounts

Residents may use small nails or nail-type picture-hooks (no glue-on hooks) to hang pictures, etc. on the walls which will be nailed into the wall studs. Ceiling plant hooks are limited to no more than three in each unit and must be fastened into the ceiling studs. There may be a small fee upon vacating the unit.

Residents are not permitted to mount TV’s to walls without University assistance, via a maintenance request.

23. Building and General Alterations

Residents are not permitted to make any alterations on Student Apartments & Family Housing premises without written permission from the University.

24. Cable, Internet, and Telephone Hookup

The Resident is not permitted to install cable, dishes, or antennas to the exterior of the units or within their units. The resident is not able to set up a personal wireless access point within their apartment. The Resident is able to set-up a landline telephone at Resident's expense.

25. Air Conditioners

Air conditioners can only be installed by the University Facilities team. The air conditioner must be purchased by the resident, along with the necessary plexiglass to cover the window gaps. The Resident is prohibited from installing their own air conditioner.

26. Storage of Personal Belongings

In the apartments, all bicycles shall be stored on the unit's back-patio area, outside storage area, or University provided bike racks. All personal property and toys must be stored inside or in the outside storage closets. Toys cannot be left unattended overnight. The Resident is prohibited from placing indoor furniture or items, including but not limited to couches, sofas, and loveseats, on front/back patios and will immediately and properly dispose of said items when requested by the University. Disposal of furniture or appliances is only permitted in the furniture dumpster located on the Quincy side of the complex. Disposal of such goods is the Resident's responsibility; improper disposal by the Resident of such items on University property may result in a charge to have the items removed. Only common household trash may be compacted in the trash compactors.

27. Damage, Reporting to University, Alarms, Injury, Indemnity

Resident must immediately report to University in writing all damage to the Premises (other than ordinary wear-and-tear), all hazardous conditions upon the Premises, and all needed maintenance thereof (including the need for new batteries in smoke and carbon monoxide detectors). Resident is not to disconnect, damage, or otherwise tamper with or disable smoke and carbon monoxide detectors and alarms. Resident is to assume all liability for damages that may result to the Premises from leaks or overflowing of plumbing or other causes, if caused by the act or negligence of Residents or their guests, or Resident failure to report such problems, and to be responsible for any damage or breakage to any part of the Premises or equipment, including electrical appliances, etc., other than ordinary wear and tear, and to INDEMNIFY AND HOLD UNIVERSITY HARMLESS FROM ANY INJURY OR DAMAGE ON OR ABOUT THE PREMISES CLAIMED BY RESIDENTS, RESIDENT VISITORS OR GUESTS, OR THIRD PARTIES, including costs and attorney fees incurred in defending against such claims, except to the extent such indemnification and assumption of liability is not permitted by law. Resident agrees to periodically check the smoke and carbon monoxide detectors and alarms on the Premises (at least every 6 months) to assure they are in proper working order, and to notify University in writing of any operating deficiency of such alarms on the Premises. Resident is responsible for all damage and injury caused by stoppage of waste pipes, overflow of sinks, garbage disposals, bathtubs, dishwashers, toilets and washbasins, Resident's noncompliance with University's rules of occupancy, or Resident's failure to properly ventilate and control moisture in the Premises, including damage and injury caused by mold. Resident acknowledges they cannot hire out their own contractors to make repairs.

28. Parking

Upon signing this lease, residents will receive up to two parking permits to be displayed in the rearview mirror of their vehicle. The resident will also receive one guest parking permit. If additional permits are required, the resident must request the permits in writing to the Area Coordinator.

29. Laundry

Resident shall not erect lines for drying clothes. However, clothes may be hung out for drying using standard folding racks.

30. Yards & Maintenance

Resident shall maintain premises, including the immediate yard area, in a neat and orderly condition. The resident is responsible for the day-to-day care and cleanliness of the premises. Rubbish, toys, loose paper, cans, bottles, and other visible trash or waste will not be permitted to accumulate outside in yard areas, on front or back patios, and/or underneath steps. Additionally, tenants are not permitted to attach any overhanging cover or cage to the balcony or patio areas.

Resident is responsible for the upkeep of adjacent yard areas. For house residents, this is intended to mean proper watering and trimming of all lawn areas not cared for by the University. If lawn and yard areas are not maintained in a suitable manner by the Resident, the University reserves the right to maintain said premises and bill the Resident for incurred expenses.

The University reserves the right to spray any pesticides/herbicides as deemed necessary by the University.

Main Tenant Initial: _____

31. Fire, Safety, and Sanitation

- a. A fire, safety, and sanitation inspection of each unit will be conducted no less than annually, and additionally during the year at the sole discretion of University Housing. If the University finds as a result of the inspection(s) that a Resident is causing excessive damage to the unit and/or is contributing to an unsafe and/or unsanitary living environment, the University may, pursuant to Oregon Residential Landlord and Tenant law, require the Resident to vacate the unit.
- b. In the event of fire on the premises, the Resident must evacuate the rental unit and call 911 for the Ashland Fire Department. The Resident must also notify Campus Public Safety at 541-552-6258 (or 541-552-6911 after hours), the University Housing Office at 541-552-6371, and the Student Apartments & Family Housing Resident Manager at 541-944-3625.
- c. Fire extinguishers must be used for fires only and must not be removed from hanger except to extinguish fires. Expended fire extinguishers must be reported to the University Housing Office immediately for replacement.
- d. Tampering with smoke detectors and fire sprinkler systems is strictly prohibited. Anyone found tampering with fire equipment or damaging fire equipment, intentionally or accidentally, may face disciplinary action through the Student Conduct office, a minimum of a \$250.00 fine, or both. Tampering includes, but is not limited to, covering, removing, disconnecting, or otherwise disabling the smoke detector and/or hanging items from sprinkler heads.
- e. The following are the only permitted outdoor grills and barbecues: Propane, butane, and electric. All other types are prohibited. Furthermore, all types of outdoor grills are prohibited in 2nd and 3rd floor flats. Permitted outdoor grills, including fuel and other items, must be stored OUTSIDE of the rental unit.
- f. Highly combustible or explosive materials (such as fireworks, laboratory chemicals, gunpowder, paint cans and paint thinners, etc.) cannot be used or stored in the rental unit or on the premises, with the exception of propane tanks. All items, including furniture, must be placed at least six inches from wall-heaters. Portable heaters and multi-plug electrical adaptors are prohibited. Resident is required to utilize insulated, three-prong extension cords, with power strip.
- g. The Resident agrees to use all reasonable efforts to be safe in the use of candles, incense, and lighters.
- h. The Resident shall keep stairwell and entryways clear and shall not attach items to electrical meters and/or conduits on the premises.

32. Wightman Window Guards

All Wightman second floor apartment windows have window safety guards installed. These window guards are required to be in place at all times and are designed to fire/emergency egress specifications. University Housing staff will perform inspections to ensure all window guards are still in place. Proper actual notice will be provided before these inspections. If a Resident prefers to remove the window guards in their apartment, they must submit a written petition to the University Housing Office. No action may be taken before the petition is approved by the University Housing Office. All window guard equipment remains the sole property of the University. Any Resident in a Quincy apartment who wishes to have window guards installed may contact the University Housing Office; installation is at no cost to resident.

33. Privacy and Reasonable Access

Except in the case of emergency, or as otherwise provided by this lease, by law, or by consent of the Resident (including the submission of a maintenance work request), the University must give at least 24-hours notice before entering a dwelling. This notice may be verbal, written, or through the Resident's University email. The University will enter only at reasonable times and in a reasonable manner. The University will not abuse the right to access nor use it to harass. The Resident will not unreasonably withhold consent or access to the dwelling.

34. Abandoned Property

If the University reasonably believes the Resident abandoned property which was left behind after termination of the SAFH Residential Lease, the University may dispose of the property pursuant to Oregon Residential Landlord and Tenant Law. The Resident will have five days after receiving actual notice of abandoned property (or eight days if the notice is mailed) to respond to said notice and arrange a time to collect the property. If the Resident contacts the University within the required period of time, the Resident will then have 15 days to retrieve the abandoned property. Notice of abandoned property will be addressed to the Resident's rental address unless a forwarding address is provided upon check-out.

35. Absence in Excess of Seven Days

The Resident is required to notify the University Housing Office in writing of any anticipated absence in excess of seven days. During such absence the University may enter the unit when reasonably necessary.

Main Tenant Initial: _____

36. Minimum Apartment/House Temperature, Winter

From October through March, the Resident will not turn the heat below 60 degrees.

37. Good Neighbor

The Resident, and any other person listed on the SAFH Residential Lease, and the Resident's guests will conduct themselves on the Student Apartments & Family Housing premises in a manner which will not disturb any Resident or their neighbor's peaceful enjoyment. Residents, and all those listed on the SAFH Residential Lease and the Resident's guests are not to permit any act or condition on the Premises which violates any federal, state, or local law or disturbs any neighbor's peaceful enjoyment of their premises; not to use or permit the use of the Premises for any illegal purpose; and not to perform any car repairs on the Premises. This includes but is not limited to minor maintenance such as an oil change; disorderly conduct, shouting, excessively loud voices, use of musical instruments, playing of loud music, and use of any other device on or about the Premises which creates noise that may disturb neighboring tenants, illegal possession, delivery, or use of any controlled substance is expressly prohibited, whether illegal under state, federal, or local law.

38. Resident Responsibilities

Resident agrees to:

- a. keep all premises under their control and all plumbing fixtures and appliances they use as clean as the condition in which the premises under their control and all plumbing fixtures and appliances were received, and to dispose of all waste in designated areas in a sanitary and safe manner
- b. use the premises, facilities, and all appliances in a reasonable manner considering the purpose for which they were designated and intended;
- c. not deliberately or negligently destroy or remove any part of the premises, or knowingly permit others to do so;
- d. report in writing, online through the University Housing website, or by phone within 24 hours to the University Housing Office any need for repairs (if the repair is of an urgent matter, such as, broken pipes, flooding, excessive water damage, fire, broken locks or safety issue, Resident agrees to immediately contact the University Housing Office at 541-552-6371, or the Student Apartments & Family Housing Resident Manager after normal business hours at 541-944-3625);
- e. hold the University harmless for any damages suffered as a result of negligence by the Resident and/or guests of the Resident;
- f. assume liability for loss or damage to all personal property in the unit or stored on the premises;
- g. return the unit and surrounding area in as clean a condition as when taking occupancy.

39. University's Responsibilities

The University agrees to make all repairs and to do whatever is reasonably necessary to keep the premises in a fit and habitable condition in compliance with applicable state, county, and municipal laws and regulations. The University will provide:

- a. physical facilities, including provided appliances in good repair;
- b. effective water and weather protection, including windows and doors;
- c. plumbing which conforms to applicable code maintained in good working order;
- d. adequate heating;
- e. an electrical system which conforms to applicable code maintained in good working order;
- f. adequate outside receptacles for the removal of garbage;
- g. an approved and adequate water supply system capable of supplying hot and cold water;
- h. safety from fire hazard; and
- i. working locks for all outside doors and keys for the Resident.

The University is not responsible for the continuation of the above services in the event of an "act of nature"; strike or lockout of public employees or suppliers' employees; interruptions caused by other than the University; or in the event of other events beyond the control of the University.

40. Attorney Fees and Court Cost

In the event that filing fees, service fees, and/or court costs are incurred by the University by reason of filing or otherwise initiating a forcible entry and detainer action, said expenses shall be added to the student account of the Resident, and the Resident shall have an obligation to reimburse the University for said expenses. This reimbursement obligation shall arise regardless of whether the case proceeds to trial and regardless of whether the University made a court appearance, provided that this obligation is rescinded upon an appropriate contrary order for final judgment of the court in which the unlawful detainer is filed.

41. Good Faith

Every duty and every act which must be performed under this lease imposes an obligation of good faith in its performance or enforcement.

42. Misrepresentation of Information

Resident is relying on no promises by the University except those set forth herein. Resident represents and warrants that all information provided by resident in connection with their application for tenancy is true, accurate and complete; any misstatement or inaccuracy of the same may be grounds for termination of tenancy by the University.

43. Petitions

Resident has the right to petition for waiver of all or part of the *SAFH Residential Lease* in the event of exceptional circumstances. Petitions are available through the University Housing Office and on the University Housing website. All petitions are first given to the Assistant Director of University Housing for Resident Life or designee. If the petition is denied, it may then be forwarded to the Housing Policy & Appeals Committee for review. All decisions by the committee are final. The Resident must submit a request in writing to the University Housing Office to have their case heard by the Housing Policy Committee.

Other Provisions

I have read and agree to be bound and comply with all the terms and conditions stated in this SAFH Residential Lease. I certify that I meet all Student Apartments & Family Housing eligibility requirements.

Resident Signature	_____	Date	_____
Joint Signature	_____	Date	_____
Joint Signature	_____	Date	_____
Joint Signature	_____	Date	_____
University Representative	_____	Date	_____

Cell Phone Number, Email Address for Resident(s) 18 or older, including non-primary Residents

Name(s)	Cell Phone Number, Email Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____