



♦ **TERMS and CONDITIONS**  
**Willamette University**  
**Apartment Lease**  
**Academic Year 2009-2010**

**RESIDENTIAL SERVICES**

This is your copy of the Terms and Conditions for Willamette University Apartment Lease (hereafter known as the Apartment Lease). The University may amend this lease by providing occupants notice in writing of any changes. It is mutually agreed that all required notice to the student is effective when deposited in the student's University mailbox and/or posted to his/her University email account. Please read all information carefully and keep this copy for your records.

**A. Address** (This is not a mailing address. No deliveries are accepted at this address. All residents are assigned a University PO Box.)

Haseldorf Apartments  
173 Cottage St. SE, Salem, OR 97301

University Apartments  
425 Winter St SE, Salem, OR 97301

Kaneko Commons Apartments  
1300 Mill Street, Salem, OR 97301

**B. Eligibility**

Campus apartments are reserved for Willamette University students. Only single juniors, seniors and graduate students enrolled at Willamette University (either full or part-time) who are in good academic and disciplinary standing, or others authorized by Residential Services, may reside in the apartments. All freshmen and sophomores are required to live on campus unless they are married, over the age of 21, or living with parent(s) within a commutable distance of 25 miles or less.

**C. Occupancy**

The term of the Apartment Lease is for the full term as indicated on the lease agreement, or, if entered into after the start of the term, for the balance of the term. The University agrees to assign space and provide services only after the applicant has properly signed and returned the lease and preference card and paid any required application fees. **By moving into an apartment without a signed lease, the student obligates him/herself to all of the terms and conditions of the lease including the non-negotiable cancellation fee.**

The period of occupancy for all leases begins one day before classes begin (or orientation, for new students). The period of occupancy for the 9-month lease ends 24 hours after one's last final (or at noon the day following Commencement, for official Commencement participants); 10-month lease ends 24 hours after the SOE program is complete in June. Students may live in their apartments over semester break if their lease is continuing. **Residents are required to vacate their apartments no later than noon the last day of their lease.** Students will not be allowed to occupy an apartment prior to these official opening dates and after these official closing dates except by authorization from the Director of Residential Services or an authorized designee at a cost of \$30 per night. This charge will be waived if the student is authorized to participate in an official University program.

The period of occupancy for students who lease an apartment after the first day of each semester will begin on the effective date of their lease. There will be no reduction in cost for late arrival or early departure.

Apartments will be held for the first two class days of each semester unless prior arrangements have been made with Residential Services. In conjunction with the Registrar's Office, students who have not arrived in their assigned spaces will be classified as "no-shows" after the second class day. Leases for "no-shows" will be canceled and the spaces reassigned.

Enrollment at the University and confirmation of an assignment is considered binding. Therefore, actual physical occupancy of the apartment by the occupant and/or one's possessions is not necessary to constitute occupancy.

## D. Interruption of Services

The University shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control.

## E. Assignments

Assignment to multiple occupancy apartments is only by mutual request and each resident is collectively responsible for the full payment of the rent. **If, at any point during the lease, a resident in a multiple occupancy apartment cancels their lease for any reason, the remaining resident(s) is responsible for either finding a new eligible apartment mate(s) (not currently under lease in a full multiple occupancy apartment) or moving.** The only exception to this is for apartment mates who cancel to move off campus during the term of the lease. This student is responsible for their portion of the rent until the University leases the apartment to an approved Willamette University student. The Apartment lease is binding for the entire term of the lease or portion thereof.

1. Apartment assignments to Kaneko Commons, University, Haseldorf and Court Street Apartments, are made by Residential Services.
2. The following assignment eligibility will be considered for students in good standing with the University (academic and disciplinary) wishing to live in University-owned apartments:
  - (a) Students currently under contract/lease with Residential Services, with priority given to eligible students of graduate, senior and junior standing. Graduate students qualify for assignment to Haseldorf and the University Apartments only.
  - (b) Students on approved study abroad programs of junior, senior or graduate standing.
  - (c) Other Willamette students of junior, senior or graduate standing.
  - (d) New students of junior, senior or graduate standing.
  - (e) Others authorized by Willamette University.
3. If a vacancy within an apartment occurs, the remaining occupant(s) will be given the following options:
  - (a) Select an eligible apartment mate(s) under University contract within 2 working days of the vacancy or the remaining occupant(s) pays the full rent of the apartment.
  - (b) Move to an under-assigned apartment or residence hall if condition 3(a) is not selected. This requires signing a contract for room and meal plan, if applicable.Willamette University will reassign an occupant to a residence hall or cancel the lease if conditions (a) or (b) above are not met.
4. In the event of unforeseen emergencies or other situations, an apartment may be closed and students may be required to move from their original assignment.
5. Willamette University reserves the right to immediately assign or reassign space for the benefit of students or the living unit.
6. Non-Willamette students are not eligible to lease space at the Kaneko Commons, University or Haseldorf Apartments except by authorization from Residential Services.
7. Types of accommodations are honored whenever possible.
8. Greek affiliates may sign up for an on campus apartment after their Chapter house is full and they have signed their chapter's waiting list. Greek affiliates are reassigned to their chapter (in accordance with the waiting list) if a vacancy occurs at any time throughout the year.
9. Students requesting special accommodations due to a disability must submit acceptable documentation to the Disability Services Office prior to the assignment deadline to be certified. Residential Services will review the recommendation made by Disability Services and make an assignment based on the availability of space, the individual's needs, and the University's ability to accommodate the student. Any time a student requests and is assigned a specific accommodation, regardless of circumstances, the prevailing rate will be charged.

## F. Payment

The student agrees to pay the rent and all properly billed charges (e.g., for damages, guests, lost keys, etc.) at the time(s) scheduled by Willamette University. If more than one student occupies an apartment, each is collectively responsible for the full payment of the rent. The rent is to be paid in advance unless a deferred payment plan is arranged with the Business Office. Students residing at the Kaneko Commons, University

and Haseldorf Apartments may be required to pay a per semester program and/or activity fee. Contact Residence Life for more information. Failure to complete financial arrangements with the Business Office may result in the cancellation of this lease agreement by Willamette University. Should the student move out or move in during semester break, the student agrees to pay the to-date accrued rent.

## G. Refundable Cleaning Deposit

All Apartments.....\$200.00 per person.

The student is required to deposit with Willamette University the sum of \$200.00 before the time of occupancy. The \$200.00 cleaning deposit is refundable provided that the apartment has been checked by a Residence Life Staff Member and **meets all cleaning specifications**. No partial refunds will be given. Cleaning deposits are not transferable from one unit to another. It is the duty of the student to return the premises to its original state at the commencement of the lease, reasonable use and wear excepted. Reasonable use and wear may be understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, in spite of the student's care. Students are responsible for the cleaning of their apartments and the cleaning supplies. If an apartment is not cleaned and the forfeited cleaning deposit does not cover the cost of returning the premises to its original state, the occupant will be billed accordingly.

## H. Cancellation Provisions

The apartment lease is binding for the entire specified academic program as indicated on the lease agreement or portion thereof if entered into after the beginning of the lease. Juniors, seniors or any students who are 21 or older are eligible to cancel this lease if advance written notification is provided to Residential Services. In the event of our cancellation, or the student's choice to cancel this agreement to move off campus, the to-date accrued rent charges, a **non-negotiable \$750 lease cancellation penalty** and rent charges until the University leases your portion of the apartment to an approved Willamette University student will be assessed. **The grace period for canceling this lease to move off campus without financial penalty ends at 4:30 PM, May 29, 2009.**

Students who cancel their lease **at any time during the lease term** are responsible for the following within 24 hours (this time allowance may vary with the last day of each semester): (1) returning their key to a Residence Life Staff member to avoid a \$65 rekey charge, (2) checking out with a Residence Life Staff member to avoid paying an improper check out charge and (3) if moving off campus, paying the \$750 non-negotiable contract cancellation penalty.

Students who cancel their lease at the end of Fall semester are responsible for moving out by noon Sunday following finals.

This lease may be canceled during the term of the lease without financial penalty for the following reasons: (1) graduation, (2) withdrawal for at least one semester, (3) participation in a University-sponsored study abroad program, (4) leave of absence, (5) call to active military duty, (6) ineligibility to continue enrollment due to a failure to meet academic requirements, (7) failure to enroll second semester, or (8) marriage (must provide proof).

**Residents who are still enrolled and leave the apartments during the term of the lease without a release from the lease continue to be financially responsible for rent charges that accrue while this lease is in effect.**

**Residents are advised not to sign outside contracts or leases until they have been formally notified of their release.**

## I. Prorating of Lease Charges

Students who check out of an apartment during early arrival/orientation through the first Friday of classes, for any reason, will be charged the equivalent of prorated rent for a minimum of five (5) days, plus any applicable cancellation fees/charges.

If a student is withdrawing from the University, charges are prorated by the date the student officially checks out with their Residence Life staff member, not the date the student withdraws from the University. However, in no case will prorating of charges be based on a check-out date earlier than the date the student officially withdraws from the University, which is what cancels this agreement. See section H. for check out responsibilities.

## J. Relocation and Termination

1. Nothing in this agreement will limit the right of Willamette University to terminate this agreement.
2. Any student who violates the lease and/or rules and regulations covered by the Terms and Conditions for the Single Student Apartment Lease (including non-payment) may be required to relocate or withdraw from housing accommodations and pay the \$750 non-negotiable lease cancellation penalty (see section H).
3. For the benefit of the individual students and/or the community, behavior, which significantly disrupts individuals or the community, shall be grounds for notice to relocate to another assignment, including a residential room with a meal plan, or to vacate the apartment and terminate the lease (e.g., disorderly conduct, harassment, unreasonable noise) and pay the \$750 non-negotiable lease cancellation penalty (see section H).
4. In the event of a roommate conflict where the University requires a resident to move out of the apartment/building, it is understood that the resident may be required to change their room style/type. If the resident is required to move to a residential room, a meal plan will be assigned.
5. The University will give the student at least 3 days notice of termination or reassignment unless the student, or someone under the student's control, threatens to inflict, or actually inflicts personal injury or substantial damage to the premises or commits an act which is a significant disruption to the community. In such a case, 24-hour notice of termination may be delivered to the student.
6. Failure to: (a) comply with instructions to vacate after termination or relocation by Willamette University or (b) move out after withdrawing from campus housing will result in the removal and storage of the student's possessions by the University at the student's expense.

## K. Utilities

Charge for utilities connected with these premises shall be paid by Willamette University, with the exception of phone service at Haseldorf and Court Street that shall be paid by the resident.

## L. Furnishings

The Kaneko Commons and University Apartments are furnished. Haseldorf and some Court Street Apartments are partially furnished. The Kaneko Commons and University Apartments are on the University phone system. Haseldorf and Court Street occupants are responsible for providing their own phone service. Kitchen equipment, cleaning supplies and vacuum cleaners are not provided. Only appliances with automatic shut off switches may be used in the Apartments. Furnishings provided therein are to be used in the manner for which they are designed. University property, including apartment and lounge area furnishings, may not be moved within the building or taken from an apartment. There is elevator service in the Kaneko Commons and University Apartments. No elevator service is available in Haseldorf and Court Street.

## M. Use of Premises / Maintenance

1. **Use:** The premises shall be used only as a dwelling unit. Students shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities or appliances on the premises.
2. **Damage/Destruction:** Students are responsible for all upkeep, damages or losses to furniture, appliances (e.g., burners that do not function due to baked on food), or premises caused by their own or their guest's negligence. Expense or damage caused by stoppage of waste pipes, or over flow of bathtubs, toilets, or sinks must be paid by the student. Students must pay for damage to the building or furnishings other than normal wear and tear.

The University acknowledges that depreciation occurs to a building, apartment, furniture, and equipment due to reasonable wear and tear caused by normal usage. However, the student specifically agrees that he or she will be responsible for damage or other loss incurred to the building, apartment, furniture and equipment that is in excess of normal wear and tear. This will include the responsibility for unassigned window/glass door breakage in an apartment/residence.

Damage or loss within apartments is the joint responsibility of the occupants. Students are responsible for immediately reporting any maintenance needs, damages or losses by completing a maintenance request (<http://www.willamette.edu/dept/reslife/>) or informing their Residence Life staff member so repairs can be made in a timely manner. (i.e., water leaks, malfunctioning appliances).

Because all residents share responsibility for their building, damage, vandalism or loss to public areas will be their joint responsibility. Any costs incurred to repair and/or clean public areas will be equally split and assessed to the entire living group or portion thereof if the person(s) responsible is not identified.

A handling fee of \$5 will be assessed to bills for vandalism and/or damages in excess of normal wear and tear.

3. **Malfunctions/Tampering/Alterations:** Students shall report immediately in writing all malfunction of equipment, failure of essential services, or need of repair. Students or their guests shall not tamper with the heating system, refrigerator, locks, entrance or hall doors, lights, other appliances, or smoke detectors, or make any alterations of any kind to the premises.
4. **Smoke Detectors:** The resident is responsible for testing the smoke detector in their apartment and completing a maintenance request if it is not in working order (<http://www.willamette.edu/dept/reslife/>) or informing their Residence Life staff member to submit one.
5. **Guests:** Students are responsible for payment of all charges relating to the presence of their guests on campus and ensuring that their guests comply with housing policies and general campus rules and regulations. Guest rooms may be rented through Residential Services. There is a three (3) night limit for all campus guests. Consent to host a guest in a multiple occupancy apartment must be obtained from the roommate(s) in advance. Guests are not allowed during vacation periods (see M.9.).
6. **Vehicle Repair:** No motor vehicles/scooters shall be repaired on the premises or stored in living units. No inoperable or dismantled vehicles are allowed on the premises. Vehicles/scooters found on the premises will be removed and stored at the expense of the owner.
7. **Common Areas:** Students shall not leave bicycles, motorcycles, scooters, or other personal property in the common areas. Students are not to affix any decal, poster, or sign to the interior or exterior of the premises. No signs or posters may be placed in the yard area without prior written permission of the Area/Commons Coordinator.
8. **Inventory:** Students are responsible for checking in and out of their apartments with a member of the Residence Life staff. An inventory card is filled out for the student's protection. When an apartment is vacated, it is to be returned to its original condition. A \$25 fine is assessed if an occupant fails to check in/out of their apartment with a staff member within 24 hours of arrival/departure/withdrawal. A student has properly checked out when they have given their completed, signed inventory card and key to the residence life staff member who checks the student out.
9. **Vacation Periods:** Campus apartments are open during Thanksgiving, semester and spring vacations. Only Willamette University students assigned to the apartment may reside in campus apartments during these vacation periods. Unauthorized individuals found within secured residences during vacation periods will be considered trespassers unless written permission is granted by the Director of Residential Services or designee,

## N. Charges

1. **Replacement Price:** All missing, broken, or damaged articles or equipment described in the inventory, or any other items furnished to the student by Willamette University, shall be charged against the student for the replacement cost. This will include responsibility for unassigned glass breakage in an apartment/common area.
2. **Damage:** All damage (e.g., furniture, counter tops, appliances, etc.) shall be repaired or replaced at the student's expense.
3. **Limited Liability:** Willamette University shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of Willamette University.

## O. Entry into Premises

It is the University's policy to respect each resident's right to maximum privacy in his/her apartment. Where possible, notice is given prior to entering an apartment for routine maintenance and inspection. The student will not reasonably withhold consent to Willamette University or its designee to enter an apartment/residence in order to inspect the premises, or make reasonable or agreed upon repairs or improvements.

University personnel and their authorized designee(s) may enter a resident's apartment without notice for an emergency, maintenance work, fire safety inspections, fire alarms/drills, insuring compliance with health and safety standards or a reasonable cause to believe there have been violations of University policy or state or federal law.

By submitting a work order to a University staff member to make repairs in the apartment, the occupant gives permission for Facilities Management and WITS staff to enter the apartment for requested repairs even if they are not present.

Should a vacancy occur in a multi-bedroom apartment, Facilities Services staff may be scheduled to clean the open bedroom at the expense of the departing resident.

#### **P. Sublease**

The student will not transfer their interest in this agreement or sublet the premises.

#### **Q. Loss of or Damage to Personal Property**

Willamette University is not liable or responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests, or for personal injury sustained on the premises.

#### **R. Insurance**

Students are responsible for maintaining their own personal property insurance and liability coverage for damage, loss/theft of property or fire.

#### **S. Safety and Security**

Willamette University is an open campus in an urban area. Students are urged to be cognizant of their own safety and security needs while on and off campus.

The University has taken steps to provide a safe and secure environment. Appropriate apartment locks and outside door locks are provided. An escort service is available by contacting Campus Safety.

Ultimately the responsibility for personal safety and the security of personal belongings rests with the individual.

Propping exterior doors jeopardizes the safety and security of the entire community and may result in judicial action.

All fire doors including resident's apartments equipped with an automatic door closure are not to be tampered with or disabled. According to the Uniform Fire Code it is a violation to prop a door even if it is attended. The City Fire Marshal, Student Judicial Board or a Campus Judicial Officer may levy fines.

#### **T. Health or Safety Concern**

If a student's behavior causes University staff to be concerned for his/her health or safety, the University may require that the student meet with a staff member at the Bishop Wellness Center for discussion, evaluation and/or treatment.

#### **U. Abandonment**

The occupant agrees that any goods, bicycles, motor vehicles, or other property left in an apartment or common area after termination of the occupancy by any means, shall be considered abandoned and are subject to donation and/or disposal at the student's expense.

#### **V. Storage**

**At Haseldorf and Kaneko Commons:** Storage of belongings at any time will be at the student's own risk. Only limited space for personal belongings is available and is not guaranteed. Items left in designated storage areas over one year will be subject to donation and/or disposal. All items must be clearly marked with the student's name, contact information and the date stored. Items may not be stored in common areas at any time.

**At the University and Court Street Apartments:** Storage space for personal items, other than that which is provided in the apartment, is unavailable.

See sections Q. and R.

## **W. Keys/Card Access**

All apartments are locked 24 hours a day and have a card lock access system or key for entry. Compass Cards (student I.D. cards) are used for the card lock system. At check in students are issued keys/card access to their apartment (and the outside door at Court Street). Students are responsible for their key(s) until they check out. Students may not loan their apartment key(s) or ID to anyone for any purpose. All keys/access cards (for Kaneko Commons) are picked up at Residential Services. Keys are returned to the Residence Life staff member who checks the resident out of the apartment. If a key is lost, stolen or not returned at check out, it is the student's responsibility to pay for the lock to be changed for the security of the resident(s). Failure to return an apartment key at check out will result in a lock change. A lock change and new keys costs \$65. Replacement cost for a lost ID card is \$10.

## **X. Parking**

Signing this Lease Agreement does not guarantee eligibility for parking in Willamette University lots near the Kaneko Commons or University Apartments. Court Street and Haseldorf residents may be required to purchase a Residential Permit from the City of Salem to park on the street near their buildings.

## **Y. Telephone Service**

Only local phone calls may be direct dialed from a campus residence. Long distance calls may be made using a calling card. Students who do not abide by the telephone service regulations are subject to conduct action. Students who elect not to bring their own apartment phones may check one out from WITS.

## **Z. Indemnity**

Student hereby agrees to hold the University harmless for any suit, action at law, or other claim resulting from an injury to the student or the student's guests or invitees or damage to property while living in a University residence, unless the injury is caused by the negligence of the University or its authorized agents.

## **A.A. Severability / Non-Waiver / Remedies Cumulative**

The Terms and Conditions for the Single Student Apartment Lease are intended to comply with all laws applicable to the University. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and validity and enforceability of all other provisions of this Agreement and all other application of any such provision shall not be affected thereby. The failure of the University to exercise any right or remedy available as a result of the student's breach of any of the terms, covenants or conditions of this Agreement shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the student and no breach thereof shall be waived, altered or modified except by an express written instrument executed by the University. The receipt of rent by the University with the knowledge of the breach of any terms, covenants or conditions of the Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

## **A.B. Rules and Regulations**

The following are prohibited in campus residences and/or on University property. Violations may result in conduct action or could, depending on the severity, result in removal from on campus housing.

1. Violations of any published University policy or procedure or any local, state or federal law.
2. The sale of alcoholic beverages, and the use, sale, distribution or possession of narcotics and other illegal drugs. The use or possession of alcoholic beverages is permitted only as outlined in the Selected Policies Manual and in adherence to Oregon State law.
3. Commercial use of any part of a residence facility or grounds, or solicitation anywhere on the premises by residents or nonresidents except as authorized by Residential Services. This includes using the facility as a day care location or for other personal gain.
4. Cats, dogs, or other pets, with the exception of fish (which are the student's responsibility at all times).
5. Gambling.
6. The possession of dangerous weapons including but not limited to sling shots, firearms (including BB, Airsoft and paintball guns), nunchakus, knives, explosives including firecrackers, fireworks, dangerous chemicals or propulsion devices. A weapon includes: (a) any item or instrument defined as a weapon by local, state or

federal law, (b) any item designed to cause injury or incapacitate another person, (c) any item used to harass, threaten, intimidate, assault or batter another person, (d) any item the University deems dangerous.

7. The installation of or tampering with television antennas or cables of any kind or Digital Satellite System equipment, except as authorized by Residential Services.
8. Halogen lights (i.e., desk, floor), sun lamps.
9. The use of open flame devices in apartments that present a fire hazard or electrical devices that overload the electrical capacity of the building.
10. The unauthorized possession, use, reproduction or sale of keys/I.D. cards to University facilities.
11. Water beds, lofts (e.g. raising the bed off the floor in any manner not consistent with manufacturer specifications) or other constructed additions.
12. The painting of apartments.
13. Cohabitation (except in the Kaneko Commons 2 and 4 bedroom apartments and the Haseldorf 2 bedroom apartments that may be assigned to mutually requested women and men and in approved gender neutral assignments).
14. Noise at any time of the day or night that significantly disturbs other residents.
15. Tampering with and/or blocking fire safety equipment, fire alarms, smoke detectors, sprinklers and fire fighting equipment or removing automatic door closures.
16. Remaining in the building during a fire alarm or drill.
17. Using hallways, stairwells or other emergency exits for bicycles, other personal property, recycling or any items that block egress.
18. Blocking emergency exits in any way.
19. The use of roof areas of buildings, porches, fire escapes or covered walkways.
20. Stolen property (e.g., street signs, etc.).
21. Smoking in apartments. (Smoking is allowed 25 feet away from University buildings.)
22. Candles and incense.
23. Removing beds or other furniture from the assigned apartment.
24. Removing furniture/equipment from lounges or other common areas.
25. Failure to clean up body fluids. A biohazard clean up fee will be assessed to an individual or to an entire living group or portion thereof, if the responsible party is not identified.
26. Violations of the City Fire Code and University Safety Guidelines, (a) that prohibit the use of unfused and/or ungrounded extensions, splitters, or power strips, (b) that prohibit storage and/or use of flammable materials, (c) that include non-compliance with fire safety inspection violations.
27. Using windows as exits or entrances (except in emergencies) or throwing anything out of a window or off balconies (this includes any use of roof or overhang areas or ledges).
28. Hanging items out of a window, including window coolers, or displaying items in a window is subject to restrictions.
29. Hanging items from pipes, vents, conduits, smoke detectors, sprinklers or other building structures.
30. Behavior which intimidates or interferes with the quiet enjoyment of the premises by others, specifically but not limited to: behavior which attempts to force a roommate to move out of the apartment, or to prevent a new roommate from moving in, and behavior which is disruptive in dining areas, classrooms or any other residential/campus facility.
31. The use of the University's name, symbols and identity without written permission.
32. Anything that changes the outside appearance of the building.