

## 2022-2023 Winter Break Housing Contract

### December 15, 2022 – January 15, 2023

#### I. Definitions

For purposes of this *Agreement*, the terms below have the following meanings:

**9-Month Housing:** Residence hall and apartment-style housing during the academic year dates.

**Agreement:** The *Winter Break Housing* agreement for 2022–23.

**Agreement Period:** From 12PM on December 15th, 2022 through 8AM on January 15th, 2023

**Agreement Termination, Terminate:** Ending the *Agreement* after *Check-in* and before January 15, 2023. For terminations before *Check-in*, see *Cancellation*.

**Apartment:** Units in the *Residence Hall System* with *Rooms* that share a living area, private restroom(s), and kitchen or kitchenette space.

**Cancel, Cancellation:** Ending the *Agreement* before *Check-in*. For cancellations after *Check-in*, see *Agreement Termination*.

**Check in, Check-in:** Obtaining *Room* keys from *Campus Living* regardless of whether or not the student is physically occupying the space.

**Check out, Checkout:** Returning keys to the location designated by *CL*.

**College:** Lewis & Clark College.

**College Housing:** The entire network of *College* housing operations including the *Residence Hall System*, 9-Month Apartments, and any facilities operated in a public-private partnership with the *College*.

**College Dining:** The *College's* dining vendor, Bon Appetit

**Common Areas:** All areas in an apartment or suite other than the student's *Room* including, but not limited to, lounges, living rooms, bathrooms, balconies, hallways and kitchens.

**Defer, Deferment:** Requesting to postpone assignment start date to a future semester.

**Dining Meal Plan:** Meal swipes and Flex points specifically allocated for use within *College* dining facilities based on the *Dining Meal Plan* selected by the student.

**First Out, First In:** A process used by *CL* to determine if and when an *Agreement Holder* who has *Checked out* may be released from the financial obligations of this *Agreement*.

**CL:** Campus Living, a department of Lewis & Clark College.

**LC-ID:** A *College* identification card with many uses including access to *CL* facilities and the *Dining Meal Plan*.

**NSO:** New Student Orientation for newly admitted first year and transfer students to the *College*.

**NST:** New Student Trips for newly admitted first year and transfer students taking place prior to the start of *NSO*.

**Occupancy Period:** The period commencing at *Check-in* (as early as 12 noon on December 15, 2022) through 8AM on Sunday January 15, 2023, or through *Checkout*, whichever occurs first.

**Residence Hall System:** Akin Hall; Alder Hall; Copeland Hall; East Hall; Hartzfeld Hall (A, B, C, & D); Holmes Hall; Howard Hall; Juniper Hall; Manzanita Hall; Odell Hall; Platt Hall; Ponderosa Hall; Roberts Hall; Spruce Hall; Stewart Hall; West Hall; or any space assigned by *CL*.

**Room:** A space assigned to the student within *College Housing*.

**Room/Apartment Condition Report:** The form used to identify the condition of *Rooms* and *Common Areas*.

**Room Change:** Moving from one *Room* to another *Room* within *College Housing*.

**Roommate:** Students assigned to share a *Room* and/or *Common Area* (i.e., roommates, suitemates and apartmentmates).

**Suite:** Units in the *Residence Hall System* that have *Rooms* with a living room or restroom shared between them, and that have no kitchen or kitchenette.

**Winter Break:** The range of dates extending from 12PM on the day after Fall semester finals conclude, until the Sunday prior to the first day of Spring semester classes.

#### II. General Provisions

- A. I agree to all terms and conditions of this *Agreement* and acknowledge this *Agreement* is binding once I electronically sign and submit it online.
- B. This *Agreement* is entered into by and between the *College* and me, a *College* student, for my use and occupancy of a *Room* in the *Residence Hall System* according to the terms specified herein. This *Agreement* is a legal and binding document between the *College* and me.
- C. If I am younger than 18 years of age at the time I submit my housing application and *Agreement*, my parent or legal guardian must complete a cosigner agreement, provided through the housing application, within two weeks of my application submission. The *College* and I intend for this *Agreement* to constitute a license for the use of a *Room* and *Common Areas* in the *Residence Hall System* as assigned by *CL*, and further intend that this *Agreement* will not constitute a lease and will not create or transfer an interest in or a lien upon real estate. The relationship created by this *Agreement* between the *College* and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy is being provided incidental to the provision of educational services by the *College*.

- D. I may not transfer or assign this *Agreement*, or the right to occupy my assigned *Room*, or any other rights or benefits granted hereunder, to another person.
- E. This *Agreement* is for the entire *Agreement Period*, Winter Break 2022-2023, or if entered into after the start of the semester, for the balance of the *Agreement Period*.
- F. The information provided by me in my housing application is true, complete and accurate. If the *College* determines that I have provided untrue, incomplete or inaccurate information, the *College* will have a basis to declare me in breach of this *Agreement*, take disciplinary action against me, and/or require that I *Check out* of *College Housing* immediately.
- G. All charges in this *Agreement* for the related service or action represent a reasonable approximation of the *College's* administrative costs, and I will be financially responsible for all payments as stated in this *Agreement*.
- H. I understand that I am expected to provide my cell phone number to the *College* for use by the emergency alert system. More information can be found at [https://www.lclark.edu/about/campus\\_safety/emergency\\_notification/](https://www.lclark.edu/about/campus_safety/emergency_notification/).
- I. My failure to comply with any term of this *Agreement* shall be grounds for the *College* to declare me in breach of this *Agreement* and require that I *Check out* of *College Housing*, and may result in other action against me by the *College* including, but not limited to, disciplinary action, termination of this *Agreement*, future ineligibility to reside in *College Housing*, and collection of outstanding debt and recovery of collection agency fees as stated in Section XIII.L.
- J. CL will not disclose information relating to my student record, housing application and assignment information as required by state and federal law, including but not limited to FERPA, except as stated in Section IX.G. I may authorize the release of information at <https://college.lclark.edu/offices/registrar/ferpa/student-authorization-to-release-educational-information/>.
- K. If I am seeking a housing or dining accommodation for a disability, I must email the Office of Student Accessibility (OSA) Housing Accommodation at [access@lclark.edu](mailto:access@lclark.edu) by the deadline shown at [http://college.lclark.edu/student\\_life/campus\\_living/housing-accommodations](http://college.lclark.edu/student_life/campus_living/housing-accommodations). Additional information is available at <https://www.lclark.edu/offices/student-accessibility/>. CL cannot proceed with a disability accommodation without direction from OSA.
- L. I am required to adhere to vaccination requirements established by CL, the *College*, and/or Public Health–Portland & Multnomah County.
- M. I must verify that I understand the inherent risk in living in congregate housing, notwithstanding health and safety measures, and that I am assuming such risk by signing this agreement.
- N. I must verify that I understand how the *Agreement* has been, or might be, impacted by different scenarios related to COVID-19 or similar public health crisis, by reading the CL Public Health Agreement found at <https://college.lclark.edu/live/files/32832-public-health-agreement> as part of my housing application.
- O. This *Agreement* may be amended with a 30-day notice by the *College* during the term of this *Agreement*.

## I. Eligibility

I represent and warrant that I am eligible to reside in the *Residence Hall System* because I meet and will maintain for the *Occupancy Period* all of the following eligibility criteria and expectations:

- A. I currently am or have been accepted as a student at the *College*.
- B. I am or will be at least 17 years of age at the time I *Check in*.
- C. I have not been dismissed from any *College Housing* facility nor has the *College* ever terminated my agreement, contract or lease, or filed an eviction or unlawful detainer action against me for any *College Housing* facility.
- D. If at any time after I have submitted this *Agreement* I become ineligible under the eligibility criteria stated above to reside in the *Residence Hall System*, I agree to inform CL in writing at [living@lclark.edu](mailto:living@lclark.edu) of my ineligibility within 24 hours of becoming ineligible, and to *Check out* as described in Section XIX within 72 hours of becoming ineligible, unless I am required to vacate earlier as described in this *Agreement*.

## II. Criminal Offenses

- A. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender; I must notify CL in writing at [living@lclark.edu](mailto:living@lclark.edu) at the time this *Agreement* is submitted and I acknowledge that the *College* has the discretion to determine whether my application to reside in *College Housing* should be accepted, and to assign me to a particular *Room* deemed appropriate by the *College*.
- B. If after submitting this *Agreement* and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender; I will inform CL of my offense in writing at [living@lclark.edu](mailto:living@lclark.edu) within 24 hours. I further agree that I will provide CL with all requested information regarding the event(s) at issue. CL has the discretion to require that I *Check out* within 24 hours of said notification unless CL provides me with written permission to remain in *College Housing*. Even if I am given written permission to remain in *College Housing*, CL retains the ability to change that determination and require I *Check out* as additional information is obtained.
- C. I will provide the *College* with any information it requests related to my offense(s) in order for the *College* to make a determination of my eligibility to reside in *College Housing* based on the best interests of the *College*.

## III. Agreement Period and Check-in Dates

- A. The duration of this *Agreement* and the charges outlined in this *Agreement* are for the period of 12PM on December 15th, 2022, through 8AM on January 15th, 2023.
- B. *Check-in* dates and times for each semester covered by this *Agreement* are:

Academic Semester	Check-in Date and Time
Winter Break Housing 2022-23	12PM on December 15th, 2022

- C. If I am assigned to a *Room* after the *Agreement Period* begins, my *Agreement* will begin on my assigned *Check-in* date. My *Check-in* date will be provided with my assignment information.

#### IV. Early Arrival Housing

- A. Early arrival housing for students moving in for the Spring 2023 semester who do not have a Fall 2022 agreement will be as early as 9AM on Wednesday, January 11, 2023.
- B. Early arrival for students with Fall 2022 agreements will be approved on a case by case basis, not to take place prior to 9AM on Wednesday, January 11, 2023 and will be assess a nightly early arrival fee that can be seen here on our list of incidental charges:  
[https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/)

#### V. Application Cancellation or Deferment

- A. I may *Cancel* or *Defer* my housing application and *Agreement* before I *Check in*.
- B. Details about *Cancellation* and *Deferment* can be found at  
[https://college.lclark.edu/student\\_life/campus\\_living/move-in/leaves-and-withdrawals/](https://college.lclark.edu/student_life/campus_living/move-in/leaves-and-withdrawals/).
- C. If I wish to *Terminate* this *Agreement* after *Check-in*, I may do so as described in Section XVIII.

#### VI. Room, Apartment, and/or Suite Assignment

- A. Submission of a housing application or *Agreement* does not guarantee me a *Room* in *College Housing*.
- B. I will be assigned based on my assignment priority to any available *Room* within the *Residence Hall System* regardless of rate including, but not limited to, a triple *Room*, apartment or temporary housing space. Information about temporary housing can be found at  
[https://college.lclark.edu/student\\_life/campus\\_living/overflow-and-temporary-housing/](https://college.lclark.edu/student_life/campus_living/overflow-and-temporary-housing/).
- C. I may be assigned to any available *Room* regardless of assignment preferences expressed by me including, but not limited to, building, *Room* type, Living Learning Community and *Roommate* request.
- D. I will accept my assigned *Room* in the *Residence Hall System* through the end of the *Agreement Period*.
- E. If I have requested a specific *Roommate*, I attest that I am not dating my intended *Roommate*.
- F. Every effort will be made to hold the original assignment if CL is notified of an anticipated delay of arrival. No adjustments in, or proration of, housing fees will be made for late arrivals or early departures.
- G. I understand that CL will audit housing applications with the *College's* Office of Overseas and Off-Campus Programs and that CL will adjust my housing application and assignment as needed if I am found to have accepted a placement with a *College* abroad program for either Fall or Spring terms.
- H. CL will release my name, email address and telephone number to my assigned *Roommate*.
- I. No specific room is provided by this contract. CL reserves the right to reassign me to a different *Room* at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents, a violation of Community Standards or the Student Conduct Code, to accommodate facility operations or repair, to accommodate students with disabilities, to use available space more efficiently, or to further the best interests of the *College* and/or its community. I may be required to move with a 48-hour notice.
- J. If an unanticipated vacancy occurs the remaining occupant/s will have 5 business days from the date of notice to find a new roommate. If a replacement is not identified, the Office of Campus Living reserves the right to reassign the space.
- K. If a space is available in my *Room, Apartment, or Suite* I may be assigned a *Roommate* without prior notification.
- L. If a space is available in my *Room, Apartment, or Suite* I will keep the available space(s) clean and accessible. If I fail to do so, I will be charged the daily *Room* rate for both the unavailable space and my assigned space until the space is clean and accessible, and I may be subject to disciplinary action.
- M. Requests to under assign a *Room, Apartment, or Suite* will not be honored without payment of the full housing fees for the *Room, Apartment, or Suite* by the remaining occupants, subject to availability.

#### VII. Winter Break Housing

- A. Students must have an agreement for both the Fall 2022 and Spring 2023 terms to be eligible for *Winter Break* housing.
- B. *Winter Break* housing is included at no cost for residents of the apartments in East, West, and Roberts Halls.
- C. I agree to pay the *Winter Break* housing rate that can be found at [https://college.lclark.edu/student\\_life/campus\\_living/winter-housing/](https://college.lclark.edu/student_life/campus_living/winter-housing/) if I am assigned to a non-apartment space and intend to stay for the *Winter Break* period.
- D. If on my housing application I indicate that I require *Winter Break* housing, and I am not eligible for the apartments stated in Section X.A., CL will place me in the 2022-23 *Winter Break* residence hall for the *Agreement Period*.

- E. I understand that if my assigned space is in the apartments stated in Section X.A., or the 2022-23 *Winter Break* residence hall, I am not allowed to have other students use my space in my absence over the *Winter Break* period.
- F. I understand that if I need *Winter Break* housing and am not already assigned to the apartments stated in Section X.A., or the 2022-23 *Winter Break* residence hall, I am not guaranteed *Winter Break* housing unless I am participating in one of the following *College* sponsored activities: (1) *College Athletics*, (2) *Winterim*, (3) *Wilderness First Responder* training with *College Outdoors*, and (4) *Speech & Debate*.
- G. I understand that if I need *Winter Break* housing and am not already assigned to the apartments stated in Section X.A., or the 2022-23 *Winter Break* residence hall, CL will offer *Winter Break* housing to me in one of these locations, subject to availability, and that I will be expected to move into and vacate that space on specific transition dates.

## VIII. Winter Break Dining

- A. *College Dining* will provide dining service from the first day of the semester through dinner on the last day of final examinations for each academic semester. During Thanksgiving Break, *Winter Break* and Spring Break there will be limited or no service in the dining facilities.
- B. My *Dining Meal Plan* may be used only in *College* dining facilities.
- C. My *Dining Meal Plan* will be active for each semester on the following dates:

Semester	Board Dining Meal Plans Available for Use
Fall Semester	August 28, 2022 - December 14, 2022
Spring Semester	January 15, 2023 - May 4, 2022

- D. *Dining Meal Plan* Flex points and Block Plans works like a debit card, with the semester allotment of Meals and Flex points deposited into my *Dining Meal Plan* at the beginning of each semester on the first date of meal plan availability stated in Section XI.C.
- E. My *Dining Meal Plan* Flex points are nonrefundable and nontransferable to any account including my *College* student account.
- F. As long as I remain in residence, any Flex point balance remaining in my *Dining Meal Plan* at the end of fall semester 2022 will carry forward to the next semester. In addition, the next semester's *Dining Meal Plan* level allotment will be added to my account.
- G. Any balance of Flex points remaining in my *Dining Meal Plan* will be forfeited at 12 noon on May 8th, 2023.
- H. If I *Check out* prior to the end of an academic semester (e.g., Fall or Spring) and remain registered for classes, my *Dining Meal Plan* will remain available for use through the final meal period of that semester, at which point any Flex points remaining in my *Dining Meal Plan* will be forfeited.
- I. If I *Check out* prior to the end of an academic semester (e.g., Fall or Spring) and am no longer registered for classes, the cost of my *Dining Meal Plan* will be prorated based on my *Checkout* date and any Flex points remaining in my *Dining Meal Plan* will be forfeited.

## IX. Charges

- A. Room Charges
  - 1. Winter Break occupants in residence hall spaces agree to pay a \$450.00 fee for the Winter Break Period, unless enrolled in a college program that involves a separately agreed upon daily rate. Residents of College apartments with agreements for both Fall and Spring semesters have Winter Break housing included at no additional cost.
  - 2. My winter break fee includes electricity, gas, internet access, laundry, water, sewer and garbage services in open winter break communities. A temporary failure in utility service is not a breach of this *Agreement*.
  - 3. If I am assigned a *Room* after the *Agreement Period* begins, I must pay prorated housing charges based on my *Check-in* date assigned by CL, even if I do not *Check in* on that date.
- C. Other Charges
  - 1. Incidental charges: I will pay any incidental charges by the end of the month in which they are charged unless I *Check out* before the end of that month, in which case I will pay them before I *Check out*.
  - 2. A list of incidental housing charges can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).

## X. Payments

- A. I will pay my CL charges according to the dates shown at [https://www.lclark.edu/offices/account\\_services/settling\\_your\\_account/due\\_dates/](https://www.lclark.edu/offices/account_services/settling_your_account/due_dates/).
- B. If I fail to make payments as required by this *Agreement*, my *Agreement* and assignment may be terminated. If my *Agreement* is terminated by CL, I will be required to move out and will be charged a termination charge as shown in Section XVIII.
- C. During my *Occupancy Period*, all billing adjustments and incidental charges placed on my account after the due date are considered due immediately.
- D. I may view my Statement of Account at any time at [https://www.lclark.edu/offices/account\\_services/settling\\_your\\_account/make\\_payments/](https://www.lclark.edu/offices/account_services/settling_your_account/make_payments/).
- E. CL will submit charges directly to my student account.
- F. I will make payments in one of the following manners:
  - 1. Online auto withdrawal from a checking or savings account, or credit card payment using a VISA, MasterCard, Discover or American Express at [https://www.lclark.edu/offices/account\\_services/settling\\_your\\_account/make\\_payments/](https://www.lclark.edu/offices/account_services/settling_your_account/make_payments/); or,
  - 2. Online international funds transfer via Flywire through



[https://www.lclark.edu/offices/account\\_services/settling\\_your\\_account/make\\_payments/](https://www.lclark.edu/offices/account_services/settling_your_account/make_payments/); or,

3. In person with a check or debit card at Student and Department Account Services, lower level of Templeton Campus Center. Hours of operation are available at [https://www.lclark.edu/offices/account\\_services/](https://www.lclark.edu/offices/account_services/).
- G. I will be assessed a late payment charge by the College if my student account is not paid in full by the payment due date. A list of incidental housing charges can be found at [http://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release](http://college.lclark.edu/student_life/campus_living/housing-contracts-and-release).
- H. If I have any questions about my student account, I will connect with my Student Account Specialist before the semester due date has passed. Staff information is available at [https://www.lclark.edu/offices/account\\_services/staff/](https://www.lclark.edu/offices/account_services/staff/).
- I. If I fail to make payments as required by this Agreement:
  1. My Dining Meal Plan and/or LC-ID may be inactivated until my student account is paid in full; and,
  2. Student and Departmental Account services may contact the person(s) I have designated as authorized to receive my financial account information; and,
  3. The College may declare me in breach of and terminate this Agreement, cancel my assignment and require that I Check out, and/or take further action against me including, but not limited to:
    - a. Denying future applications for College Housing; and,
    - b. Placing a hold on College registration, transfer of credits, transcripts and graduation; and,
    - c. Assessing collection agency charges as outlined in Section XIII.L; and,
    - d. Assessing legal fees and moving and storage costs; and,
    - e. Obtaining a legal judgment against me for any balance due.
- J. If I wish to dispute any housing or dining charges posted to my account, I must submit a fee waiver petition within 60 days of the charge being posted to my account. The petition can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/). I understand that petitions submitted more than 60 days after charges have been posted will not be considered, and I will be responsible for full payment of those charges.
- K. After I Check out, all charges are due immediately.
- L. The College reserves the right to the recovery of collection agency fees, which may be based on a percentage at a maximum of 40 percent of the debt in addition to the recovery of any outstanding balance, attorney fees, court costs and other collection costs including moving and storage costs.
- M. I authorize the Student and Department Account Services and their respective agents and contractors to contact me regarding outstanding charges or repayment of outstanding charges at the current or any future number that I provide for my cell phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

## XI. Community Standards

- A. I agree to abide by the Community Standards, which are appended hereto as Appendix A. I acknowledge that the Community Standards apply to me not only when I am in the building in which my Room is assigned but also while I am on any College Housing premises, which includes, but is not limited to, Common Areas, community centers, entry areas, hallways, parking areas, courtyards, terraces, decks, grounds, elevators, stairwells, playfields and dining facilities.
- B. I agree to abide by all regulations, policies and standards of the College and CL. Should my guests or I fail to comply with the conduct regulations, policies and standards of the College and CL including, but not limited to, the Community Standards, College Policies, and the Student Conduct Code, the College may take disciplinary action against me pursuant to the Student Rights & Responsibilities Conduct Process and/or the Student Conduct Code. For allegations that, if true, would constitute sexual misconduct, the College may take disciplinary action against me pursuant to the Student Rights & Responsibilities Conduct Process, the Student Conduct Code, and/or the Sexual Misconduct Policy. The Student Rights & Responsibilities Conduct Process may be found at [https://college.lclark.edu/student\\_life/our-departments-/student-rights-responsibilities/resolution-pathways/student-conduct-pathways-/](https://college.lclark.edu/student_life/our-departments-/student-rights-responsibilities/resolution-pathways/student-conduct-pathways-/).

## XII. Room Changes

- A. I may only make a Room Change with prior written approval by an authorized CL staff member.
- B. If I wish to change my Room, I must follow all Room Change procedures, which can be found at [https://college.lclark.edu/student\\_life/campus\\_living/room-change-information/](https://college.lclark.edu/student_life/campus_living/room-change-information/).
- C. If CL approves my Room Change request or I am required to make a Room Change as part of a disciplinary process, I will be assessed a nonrefundable Room Change charge. A list of incidental housing charges can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).
- D. If I do not follow proper Room Change procedures, I will be charged an Improper Room Change charge in addition to the Room Change charge.
- E. I must return my originally assigned Room keys to the location designated by CL by my Room Change deadline. If my keys are not returned by the deadline, I will be assessed the daily rate for both Rooms until the keys to my originally assigned Room are returned and I will be charged an improper Room Change charge.
- F. If I make a Room Change without prior approval from an authorized CL staff member:
  1. I will be assessed an Unauthorized Room Change charge; and,

2. I will be charged the daily *Room* rate for both *Rooms* until I have *Checked out* of my originally assigned *Room* or I have moved back to my originally assigned *Room*; and,
  3. I will be charged a *Room Change* charge if CL approves my *Room Change* request; and,
  4. I may be assessed an *Improper Room Change* charge if I do not follow proper *Room Change* procedures.
- G. Prior to my *Room Change* deadline, I will remove all of my personal belongings from my *Room* and *Common Areas* and follow the cleaning guidelines at [https://college.lclark.edu/student\\_life/campus\\_living/move-in/move-out/](https://college.lclark.edu/student_life/campus_living/move-in/move-out/). If I do not remove my personal belongings, CL may pack and store and/or dispose of them at my expense. While CL intends to make reasonable efforts to protect my belongings, I will not hold the College liable for any damage or loss.
- H. If my keys are not returned by my *Room Change* deadline, I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key.
- I. A list of incidental housing charges can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).

### XIII. Entry and Inspection

- A. When performing routine inspections and maintenance, the College will give me at least 24 hours' notice of its intent to enter my *Room* or *Common Area*, and will enter only at reasonable times.
- B. College custodial staff will routinely enter *Common Areas* in order to clean.
- C. College staff, contractors and designees have the right to enter my *Room* and *Common Area* and I will not be given prior notice:
1. In the event of an emergency, or other circumstances that necessitate inspection or maintenance without 24 hours' notice;
  2. If I request or if my *Roommate* requests repairs or maintenance, which includes but is not limited to the submission of a work order;
  3. If my *Roommate*, including any person sharing my *Room*, apartment or suite, moves out, for cleaning or maintenance.
  4. If College staff and/or Campus Safety Officers are entering areas outside my *Room* unannounced to conduct rounds concerning health, safety or security checks, to enforce Community Standards and other policies, or to investigate possible criminal activity.

### XIV. Cleaning, Alterations and Damages

- A. Within one week of *Check-in*, I will inspect and, if necessary, update the *Room/Apartment Condition Report* and submit it to CL. Any damage or missing items not declared on the *Room/Apartment Condition Report* will be my responsibility and will be charged to me when I *Check out*.
- B. I will report lost *Room* and/or apartment keys to my regional desk immediately. If, after 72 hours, I have not demonstrated to CL that I have located my keys, any affected locks will be changed at my expense. I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key or building access card. A list of incidental housing charges can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).
- C. I will keep my *Room* and *Common Areas* clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in designated collection sites. I will be responsible for any charges that result from my failure to keep my *Room* or *Common Areas* clean, orderly and in good condition.
- D. If I am assigned to a *Room* with a private or semiprivate bathroom, I will cooperate with my *Roommate* to care for and maintain the bathroom, including providing cleaning supplies.
- E. I will not make any repairs or alterations to any College Housing premises. If repairs are required, I must submit a work order at [https://college.lclark.edu/student\\_life/campus\\_living/work\\_orders.php](https://college.lclark.edu/student_life/campus_living/work_orders.php).
- F. If I or any guest of mine damages any CL property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by CL.
- G. If any damage occurs in the *Common Areas* and/or shared areas of my *Room* and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by CL will be divided equally among me and my *Roommates*.

### XV. Agreement Termination

- I may terminate my *Agreement* after I *Check in*. If I wish to terminate this *Agreement* prior to *Check-in*, I may do so as described in Section VIII.
- A. The duration of this *Agreement* and the housing and dining charges contained within this *Agreement* are for the period of 12PM on December 15, 2022, through 8AM on January 15, 2023.
- B. If I *Check out* during the winter break agreement period, between December 15, 2022 and January 15, 2023:
1. I must submit an *Agreement Termination* notice in advance of my *Checkout* date at [https://college.lclark.edu/student\\_life/campus\\_living/move-in/leaves-and-withdrawals/](https://college.lclark.edu/student_life/campus_living/move-in/leaves-and-withdrawals/); and,
  2. I will be responsible for paying all charges for my assigned *Room* for the entire *Agreement Period* unless I am participating in a winter break college affiliated program identified in section VIII.F.
- C. If I *Check out* during the *Occupancy Period* without submitting an *Agreement Termination* notice:
1. CL will terminate my *Agreement*; and,
  2. I will be responsible for paying the full agreement's housing charges; and,
  3. I will be responsible for paying the early termination charge and late notice charge as outlined in Section XVIII.B.

- D. If I file for a formal withdrawal or take a leave of absence from the *College* during the *Agreement Period*, I will not be charged an early termination charge or late notice charges. My housing and dining charges will be prorated as of my *Checkout* date provided that date is more than ten days before the end of the semester. Information on withdrawals and leaves of absence are at [https://college.lclark.edu/offices/registrar/leave\\_of\\_absence\\_or\\_withdrawal\\_from\\_lc.php](https://college.lclark.edu/offices/registrar/leave_of_absence_or_withdrawal_from_lc.php)
- E. I will not be charged an early termination charge or any *Room* charges for future semesters, although late notice charges as stated in Section XVIII.B may still apply, if I provide documentation within five days of my *Checkout* date to CL at [living@lclark.edu](mailto:living@lclark.edu) that establishes one of the following:
  - 1. I have completed my academic program or am graduating at the time of *Checkout*; or,
  - 2. I am participating in a *College*-sponsored study abroad program for *College* credit for the next academic semester; or,
  - 3. I am participating in an internship program for *College* credit located outside of commuting distance as defined at [https://college.lclark.edu/student\\_life/campus\\_living/residency-requirement-and-exemptions/](https://college.lclark.edu/student_life/campus_living/residency-requirement-and-exemptions/) for the next academic semester.
  - 4. I am eligible based on Armed Forces exceptions. I must provide CL with copies of any such military orders at [living@lclark.edu](mailto:living@lclark.edu).
- F. If CL terminates my *Agreement* before the end of the *Agreement Period* for any breach of this *Agreement*:
  - 1. My *Agreement* will be terminated for the current semester and future semesters; and,
  - 2. I will be responsible for paying the \$200 early termination charge; and,
  - 3. I will be responsible for paying the current semester's housing and dining charges; and,
  - 4. I will not receive a prorated refund of any of the current semester's housing and dining charges.
- J. If I leave my *Room* permanently without formally *Checking out*, CL will begin abandonment procedures, which includes contacting *Roommates*, neighbors, the registrar and other LC departments to try to determine my whereabouts and intentions. Charges associated with abandonment include lock change and key replacement, moving, handling and storage of belongings, and cleaning or repair charges, in addition to any *Room* payment owed. *Room* charges may be prorated if CL determines I am no longer a student at the LC.

## **XVI. Checkout**

- A. When I *Check out* of my *Room*, I will follow proper *Checkout* procedures as described at [https://college.lclark.edu/student\\_life/campus\\_living/move-in/move-out/](https://college.lclark.edu/student_life/campus_living/move-in/move-out/).
- B. If I am *Checking out* prior to the end of the *Agreement Period*, I will follow *Agreement Termination* procedures stated in Section XVIII.
- C. Prior to my *Checkout*, I will remove all of my personal belongings from my *Room* and *Common Areas* and follow the cleaning guidelines at [https://college.lclark.edu/student\\_life/campus\\_living/move-in/move-out/](https://college.lclark.edu/student_life/campus_living/move-in/move-out/). If I do not remove my personal belongings, CL may pack and store and/or dispose of them at my expense. While CL intends to make reasonable efforts to protect my belongings, I will not hold the *College* liable for any damage or loss.
- D. If I do not return my *Room* keys by the date I provided on my *Agreement Termination* notice or at the end of the *Agreement Period*, whichever comes first, I will be assessed other applicable charges for unreturned items and/or labor charges as shown in the incidental housing charges table at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).
- E. If my keys are not returned, I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key. A list of incidental housing charges can be found at [https://college.lclark.edu/student\\_life/campus\\_living/housing-contracts-and-release/](https://college.lclark.edu/student_life/campus_living/housing-contracts-and-release/).
- F. When I *Check out*, I will leave my *Room* and *Common Areas* and all furnishings in good order and repair except for reasonable wear, and pay any repair, replacement and/or cleaning costs as determined by CL.
- G. If I *Check out* and have a pending application or future assignment I must immediately pay any additional charges assessed after I *Check out*.
- H. If I *Check out* and do not have a pending application or future assignment I will pay any outstanding balance immediately.
- I. If any refund remains uncashed, it will be managed in accordance with the *College* refund policy and guidelines set by Oregon's Unclaimed Property regulations.
- J. It is my responsibility to keep my local address and permanent address current through [https://www.lclark.edu/about/campus\\_safety/emergency\\_notification/](https://www.lclark.edu/about/campus_safety/emergency_notification/).
- K. Any balance in my *Dining Meal Plan* will be forfeited at 12 noon on June 11, 2022.
- L. Any balance in my *students account* will remain in my account when I *Check out*, and will be refunded to me upon written request from my *College* email account to [https://www.lclark.edu/offices/account\\_services/settling\\_your\\_account/make\\_payments/](https://www.lclark.edu/offices/account_services/settling_your_account/make_payments/).

## **XVII. Emergency Closures**

- A. The *College's* inability to make a *Room* available to me for any reason beyond the *College's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event shall not constitute a breach of this *Agreement* by the *College*. In such circumstances, the *College* shall have no liability to me in any way for injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind. The *College* may attempt to find, but cannot guarantee, an alternative space for me.

## **XVIII. Injury or Property Loss**

- A. The *College* shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to

my property or that of any guest of mine, except to the extent caused by the *College's* negligence. I acknowledge that the *College* recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the *College* does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.

- B. Nothing in this *Agreement* shall be construed as being intended to protect any person or class of persons from injury or harm.
- C. If there is loss of or damage to my property or that of any guest of mine for any reason beyond the *College's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event, the *College* shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.

#### **XIX. Severability and Choice of Law**

- A. The provisions of this *Agreement* are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this *Agreement* shall continue to be valid and enforceable.
- B. This *Agreement* shall be governed in all respects by the laws of Oregon State. The parties agree that any legal action related in any way to this *Agreement* shall be brought exclusively in Multnomah County, Portland, Oregon.

### **Appendix A: Community Standards**

#### **A. Conduct**

- 1. I will respect the rights, privileges and property of other members of the *College* community and visitors to campus.
- 2. I will refrain from any conduct that would interfere with *College* operations or endanger the health, welfare or safety of other persons, myself or animals used by persons with disabilities.
- 3. I will refrain from any conduct that, in the *College's* sole judgment, would violate any city, county, state or federal laws. This conduct includes, but is not limited to, theft; robbery; possession of stolen property; damage to or unauthorized possession, use or removal of *College* property; gambling or wagering activities, directing lasers at any person or mode of transportation; and unauthorized use of any service (e.g., *LC-ID Card*, building access cards, authorization codes).
- 4. I am subject to all *College* policies for Lewis & Clark College, which may be found at [https://college.lclark.edu/student\\_life/our-departments/student-rights-responsibilities/student-code-of-conduct/college-policies/](https://college.lclark.edu/student_life/our-departments/student-rights-responsibilities/student-code-of-conduct/college-policies/).
- 5. I will comply with the directions of *College* officials and their authorized agents acting in the performance of their duties.
- 6. I will not provide false information to or withhold material information from any *College* staff member or agent acting in the course of their duties.
- 7. I understand that the *College* prohibits cohabitation by students who are dating partners, regardless of gender, in *College Housing*.
- 8. I and my guests will present *LC-ID Cards* or other identification to authorized *College* staff upon request.
- 9. During posted Quiet Hours, I will refrain from making noise (e.g., loud talking, volume of electronic equipment) that can be heard beyond the boundaries of my *Room*, apartment, or any space I am visiting. Quiet Hours begin at 10 p.m. on the evenings before *College* classes are in session and at midnight on all other nights. Quiet Hours end each day at 10 a.m. Quiet Hours are in effect 24 hours a day beginning the Wednesday before Finals Week of each semester and extending through the end of Finals Week.
- 10. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment) even outside the designated Quiet Hours and areas.
- 11. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, drones, balls, Nerf guns and Frisbees within all *College Housing* buildings including, but not limited to, *Rooms*, *Common Areas*, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.
- 12. I will not commit any act of dishonesty including, but not limited to, personal misrepresentation, knowingly furnishing false information to the *College*, forgery and the alteration or fraudulent use of documents including electronic documents or instruments of identification (e.g., misuse of electronic mail systems and computers including unauthorized/illegal access to *College*-owned Ethernet connections).
- 13. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
- 14. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyber-bullying, intimidation, hazing, pranks and/or other conduct that recklessly or intentionally endangers or threatens the health, safety or welfare of any person or results in damage to *College* property.
- 15. I will not participate in conduct that violates the *College's* policies regarding sexual misconduct as defined in the Student Conduct Code for Lewis & Clark College.
- 16. I will not use my *Roommate's* possessions without their prior consent.

#### **B. Substance & Tobacco Use**

- 1. I will not possess, use, purchase or be under the influence of alcohol if I am less than 21 years of age.
- 2. I will not be visibly intoxicated even if I am of legal drinking age.
- 3. I will not knowingly be in the presence of alcohol if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or



older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.

4. I will not provide or serve alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and any guest who is less than 21 years of age is in attendance.
5. I will not possess alcohol containers if I am less than 21 years of age.
6. I will not possess or consume alcohol in public places including, but not limited to, lounges, *Common Areas* within suites, study rooms, hallways, entryways, elevators, stairwells, balconies, terraces and decks. If the door of a *Room* is open, the *Room* is considered a public place.
7. I will not manufacture or sell alcohol either directly or indirectly.
8. I will not display advertisements of alcohol that are visible outside my *Room*.
9. I will not possess, share, sell or use kegs, beer bongs, beer balls or other common-source containers of alcohol, nor will I possess a large quantity of alcohol or alcohol containers intended for or used by a group rather than an individual.
10. I will not allow possession, consumption or storage of alcohol at any time in my *Room* or apartment if I am less than 21 years of age.  
Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, distribute, transport, or be under the influence of illegal drugs or controlled substances as defined in the United States Code Title 21 Section 802 found at <https://www.govregs.com/uscode/21/802> including, but not limited to, any quantity of marijuana. Possession of a medical marijuana license or prescription does not provide exemption from this policy.
12. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
13. I will not possess any drug paraphernalia.
14. Lewis & Clark prohibits smoking, the use of tobacco products and the use of inhalant delivery systems. These prohibitions extend to all Lewis & Clark spaces including, but not limited to, buildings, private vehicles on Lewis & Clark property, on sidewalks, in parking lots, in recreational areas and athletic venues, in other outdoor areas managed by the institution, and in Lewis & Clark-owned or leased vehicles (collectively "Lewis & Clark Property").

### C. Guests

1. I understand that only I and my assigned *Roommate* may reside in my *Room*, apartment or suite.
2. I understand that I may be held responsible for any violation of *College* policies, rules, regulations and other standards of conduct by my guests in *College Housing*.
3. I will meet my guests at the entrance of my building and accompany them at all times while in the building.
4. During *Winter Break* overnight guests are not allowed, unless approved on a case by case basis through Campus Living. Students eligible for Winter housing who are found to be trying to stay in their own room, or another student's room, will be given the option of vacating or being signed up for Winter Housing and paying the Winter Break fee and will be held accountable to other related policy violations.
5. I will not pressure my *Roommate* to consent to my guests staying overnight.
6. I will not allow my guests to stay overnight more than three consecutive nights and no more than a total of ten nights during a semester.
7. I will ensure that the presence of my guests will not restrict my *Roommate* from free access to our *Room* or any *Common Area*, or create a situation that would infringe on my *Roommate*'s right to remain undisturbed.
8. I will not allow my guests to occupy my *Room* unless I am also present.
9. The *College* has the authority to require that any guest leave *College Housing* and may prohibit any guest from being on *College* premises. I will cooperate with any request by the *College* that my guests leave, and I agree not to allow anyone who I know to have been prohibited or excluded from *College Housing* premises by the *College* to be present in my *Room* or on *College Housing* premises.

### D. Safety and Security

1. I will not provide building access to someone I do not know.
2. I will not lend or give my *Room* keys or my *LC-ID* to anyone nor will I use the *Room* key or *LC-ID* of another student.
3. I will not duplicate or misuse a *College* key or *LC-ID*.
4. I will not enter any residential *Room* areas within *College Housing* other than the one I am assigned to unless I am accompanied by a resident of that community.
5. I will not possess candles. (For ceremonial candle use, please contact The Office of Spiritual Life for accommodation requests at [spirituallife@clark.edu](mailto:spirituallife@clark.edu).)
6. I will not burn incense or anything with an open flame or do anything to violate Oregon State & Portland Fire Codes at <https://www.portlandoregon.gov/fire/48127>.
7. I will not sleep or allow my guests to sleep in the lounges or other *Common Areas*.
8. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
9. I will not:
  - a. Possess, use, manufacture, transport, display, sell or distribute any firearms, electroshock weapons, air powered guns (e.g., BB guns, air

soft guns, pellet guns, paint guns), or other weapons or replicas of any of the above-mentioned items.

- b. Possess any knife having a blade longer than three inches that is not used for culinary purposes.
  - c. Possess any knife having a blade that projects or swings into position by force of a spring (e.g., switchblade).
  - d. Intentionally wield or brandish any item capable of producing bodily harm in a manner that intimidates another person or warrants fear for safety of another person.
10. I will not under any circumstance use outside of the intended purpose, hang anything on, or tamper with any safety device, sign or equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, water pipes, fire extinguishers, alarm systems, asbestos materials stickers, or any areas labeled by an asbestos materials sticker. I will report safety equipment malfunctions to *College* staff immediately.
  11. If I am responsible for fire alarm activation due to smoke from cooking, I may be charged for costs associated with the response by fire safety personnel.
  12. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
  13. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
  14. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.

#### **E. Pets**

1. I will not allow or keep any pets or animals on the premises with the exception of fish, except animals that are an accommodation approved by OSA for the current *Agreement Period*.
2. I understand that if I have an approved accommodation for an animal that I will review and acknowledge the guidelines for having animals in college housing located at <https://www.lclark.edu/live/profiles/5911-service-and-assistance-animal-policy>.

#### **F. Communication and Computing**

1. I will read all correspondence and information sent by CL to my *College* email account or mailbox, or posted on my *Room* door, and I will promptly respond if requested.
2. I will keep my local address and permanent address current through [https://www.lclark.edu/about/campus\\_safety/emergency\\_notification/](https://www.lclark.edu/about/campus_safety/emergency_notification/).
3. I will use *College* computer resources in accordance with all *College* policies and applicable laws including, but not limited to, the *College's* Guidelines for Appropriate Use of *College* Resources at [https://www.lclark.edu/information\\_technology/policies/](https://www.lclark.edu/information_technology/policies/).

#### **G. Facilities**

1. I will not use or possess prohibited equipment or appliances as listed in the Resident Handbook at [https://college.lclark.edu/student\\_life/campus\\_living/handbook/](https://college.lclark.edu/student_life/campus_living/handbook/).
2. I will not cook in any lounge, lobby, television room or other public area except for designated kitchens and kitchenettes.
3. I will not leave cooking equipment unattended while in use.
4. I will not tamper with or interfere with the operation of security systems, locks or elevators, unlock doors designated to be locked or prop any door.
5. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
6. I will keep my *Room* and shared areas clean, orderly and in good condition at all times, and will comply within 24 hours with any *College*-prescribed corrective action. I will be responsible for any charges that result from my failure to keep my *Room* or shared areas clean, orderly or in good condition.
7. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
8. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
9. I will not display or hang the following items on the exterior of *Room* doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the *Room* number or the peephole.
10. I may have artificial, nonmetallic trees and living potted trees and plants in my *Room*. I will not display trees or plants in any lounge or public area.
11. I may decorate only with miniature, low-heat producing electric lights that are Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations. LED lights are recommended.
12. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
13. I will turn off all electrical decorations when my *Room* is unoccupied.
14. I will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other *Common Area*.
15. I will not vandalize, destroy, damage or tamper with or move from their designated locations materials posted by or the property of the *College*, of *College* contractors or vendors, or of other residents or their guests.
16. I will not operate, park or store motorcycles or motorized scooters inside any building, or on stairwells, patios, porches, walkways, terraces or decks.
17. I will not use my *Room* or any other *College Housing* facility for commercial purposes or financial profit.

18. I will not post any materials outside my *Room* except as allowed in the Student Life Posting Policy at [https://college.lclark.edu/student\\_life/our-departments/student-rights-responsibilities/student-code-of-conduct/college-policies/freedom-of-expression-academic-inquiry-policy/student-life-publicity-procedures/](https://college.lclark.edu/student_life/our-departments/student-rights-responsibilities/student-code-of-conduct/college-policies/freedom-of-expression-academic-inquiry-policy/student-life-publicity-procedures/), and the Resident Handbook at [https://college.lclark.edu/student\\_life/campus\\_living/handbook/](https://college.lclark.edu/student_life/campus_living/handbook/).
19. I will not solicit or distribute promotional materials except as allowed in the Campus Living Solicitation Policy at [https://college.lclark.edu/student\\_life/campus\\_living/advertising-and-solicitation-policies/](https://college.lclark.edu/student_life/campus_living/advertising-and-solicitation-policies/).
20. I will place garbage, recyclables and compostable items in specifically designated collection sites. I may be required to pay any applicable City of Portland fines for disposing of recyclables in improper waste containers.
21. I will not install, alter or remove any fixtures, mechanisms, or locks in *College Housing* premises. This includes, but is not limited to, removing windows or screens, installing shelves or hooks, damaging walls, painting or paneling surfaces, removing doors, removing drapes or blinds, replacing light fixtures or tampering with the heating system. I will not paint or make any permanent changes to my *Room* or apartment.