

# SHORT TERM GUEST HOUSING AGREEMENT

By booking a reservation with Short Term Guest Housing, you are acknowledging the Agreement between Pacific University ("University") and the individual in need of lodging accommodations ("Guest") for access and personal residential use of space at Pacific University during the dates specified in the reservation. This Agreement is not a lease, nor does it create or imply any property interest or convey any possessory or tenancy rights in the building or unit or in any particular space.

### PROCEDURES

**Check In** | Keys may be picked up at the Clark Hall front desk Monday - Friday at 4:00 pm. If your checkin date is scheduled for over the weekend OR if you have informed us in advance that you will need to pick up your keys after 5:00 pm, your keys will be given to Campus Public Safety to be picked up. You can contact them by calling 503-352-2230.

**Check Out** | You must check out of your room by 4:00 pm on your departure date and must return your keys to the key drop box located on door 107 of Clark Hall. This is located on the first floor of Clark Hall, near the entrance on the West wing. Signage will be posted throughout the building for the key return location.

**Keys** | You will be given two types of keys. One key is a building access card that will allow you to enter the building. The other key is to your room. If your stay is longer than 1-week, you will also be given a proxy key card.

**Dining Services** | Due to limited amenities, if your stay is longer than 1-week, you will be required to participate in the Short-Term Guest Housing Meal Plan. This Meal Plan will give you access to eat in the Forest Grove Pacific Café, which offers fresh and delicious all-you-care-to-eat meals. Note: mini fridges & microwaves are available for use.

In addition to this, guests can also utilize other Forest Grove and Hillsboro Campus Dining Services which take cash or credit card. This includes: the Market and Starbucks on the Forest Grove Campus, and the Market on the Hillsboro Campus.

**Lounge Access** | Guests will have access to the lounge on the third floor of Clark Hall. This lounge has a microwave, a refrigerator, and a portable AC unit to act as a cooling station.

**Laundry Services** | If your stay is longer than 1-week, you will be given a code to utilize the laundry room that is located on the lower level of Clark Hall (signage is posted throughout the building). You will also be given a proxy card which will give you access from the lobby back into the 1st floor hallway. This laundry room is only available to guests staying longer than 1-weeks. The laundry equipment is free to use, however, detergent is not provided.

Mail Services | If you will be receiving mail while you are here, please make sure it is addressed to you at

the address below. You will need to stop by the Mailroom to pick it up. The Mailroom is located on the lower floor of Washburne Hall (University Center).

2043 College Way, Forest Grove, OR 97116

### **GUEST RESPONSIBILITIES**

**Housekeeping** | Guest is responsible for taking their trash to the designated trash can located in the hallway. General upkeep of room and laundry room (if using) during Guest's stay is the responsibility of the Guest. Guest is responsible for removal of all items brought into the room and laundry room (if using). This includes but is not limited to food, clothing, appliances, and additional bedding.

**Smoking-free and drug-free environment** | Pacific University is a smoke-free environment. Therefore, smoking is not allowed anywhere on campus. Pacific University is also a drug-free campus (including marijuana) as required by the Drug-Free Schools and Communities Act. The irresponsible use or unlawful possession, use or distribution of alcohol and drugs on University property is prohibited. Violation of these policies will result in termination of this agreement.

**Alcohol** | By law, the consumption of alcoholic beverages is not permitted for Guests under the age of 21. Guests over the age of 21 are permitted to consume alcohol in their room.

**Visitors** | Guests are not permitted to bring visitors into Clark Hall. Unless an individual has been approved to stay in Short Term Guest Housing, they are not to be allowed in the building. This includes family and friends.

**Keys** | Guests will be charged \$200 for lost, stolen or unreturned room keys and \$50 for any damaged or unreturned building access key card.

Noise | Being courteous to other guests is expected by maintaining a quiet atmosphere.

**Damages** | Guests shall be responsible for charges for loss or damage of facilities. Guest is financially responsible for all damage caused by Guest to University facilities, fixtures, equipment, and items or loss of University equipment. Guests may be charged for additional housekeeping or maintenance costs incurred and/or for any change in the general condition of University property that is not the result of normal wear and tear. Guests will be charged for loss, damages, excessive cleaning, and lost keys during the agreement term period. Fees to dispose of any items left behind will also be charged to Guests on their final bill.

**Guest Property** | Pacific University is not responsible for loss or damage to personal property in University housing or facilities due to fire, theft, pests, water, interruption of water or heat, other utility problems, damages caused by Guests, other residents, or other causes.

**Weapons and Dangerous Materials** | Possession of firearms, explosives, other weapons, or dangerous chemicals on Pacific University premises or use of any item, even if legally possessed, is not allowed on campus. Possession or use of any item in a manner that harms, threatens or causes fear to others or the discharge of a firearm on Pacific University premises will result in immediate termination of this Agreement and Guest will be asked to leave.

HoverBoards and Drones | HoverBoards or Drones are not permitted on Pacific University campuses.

**Animals** | Animals, except those specifically trained and assigned to aid individuals with disabilities, are prohibited in all campus buildings. Any damage done to University property by a Guest's animal may result in additional charges.

## SAFETY & SECURITY

Safety Compliance | Guest shall use and occupy the University facilities in a safe and careful manner and

shall, at Guest's sole expense comply with all laws, statutes, ordinances, rules, and regulations of the United States, the State of Oregon, Washington County, the City of Forest Grove, and any other governmental body with applicable jurisdiction.

**Emergencies** | In case of emergency, accident or illness, I give permission to be treated by a professional medical person and admitted to a hospital if necessary. I agree to be the party responsible for all medical expenses which are incurred on my behalf.

**Theft or Loss** | The University shall accept no responsibility for theft or other loss of money, valuable, or personal effects of participants, employees, patrons, agents and invitees of the Guest. The responsibility for personal safety and the security of personal belongings rests at all times with the Guest. Any property left in the University facilities by the Guest shall be deemed abandoned and shall become property of the University to be disposed of or utilized at University's sole discretion.

**Entry and/or Inspections** | The University will reasonably respect the privacy of the Guest, but reserves the right to enter units. Reasons that may deem entry necessary include, but are not limited to:

- Perform repairs or maintenance;
- Recover University property not authorized in the unit;
- Preform periodic fire, health and safety, or cleanliness inspections;
- Investigate a report of a university policy violation; or,
- Address an emergency, including, but not limited to fire, water leaks/floods, accidents, sickness, or danger to the health and welfare of any Guests.

**Fire Safety** | Pacific University regulations specifically prohibit tampering with fire safety equipment, turning in a false alarm, or engaging in behavior which constitutes a material fire hazard. Any fire report which indicates that a fire alarm has been maliciously activated by a participant of this Agreement will result in a fine ranging from \$100.00 to \$500.00, plus any costs to repair or clean any damages. Dismantling or tampering of any smoke or fire alarm or detector is unlawful and carries a \$250.00 fine. In case of a fire alarm, all Guests are required to evacuate facilities until notified by proper authorities that facilities are safe to re-enter.

Harassment, Including Sexual Harassment | Pacific University does not tolerate harassment or violent conduct. This includes harassing actions between and among supervisors and employees, between and among fellow employees, between and among employees and students and between and among third parties such as Guests, vendors or visitors and any member of the University community. Harassment is unwelcome verbal or physical conduct that demeans or shows hostility toward an individual because of the individual's race, color, gender, sexual orientation, religion, age, marital status, national origin, physical or mental disability, veteran status or any other basis protected by applicable local, state or federal law and includes sexual violence. Harassment occurs when it (1) has the purpose or effect of creating an intimidating, hostile, offensive working or academic environment; (2) has the purpose or effect of unreasonably interfering with an individual's work or academic performance; (3) violates state or federal law; or (3) otherwise adversely affects an individual's employment or learning opportunities. Guest expressly agrees to inform Pacific University Campus Public Safety regarding known or suspected harassment occurring on Pacific University property or otherwise occurring in conjunction with this Agreement. Campus Public Safety may be reached at (503) 352-2230; 24 hours per day, seven days per week. Violation of the University Harassment Policy will result in immediate removal from Pacific University and termination of the Agreement.

**Hold Harmless** | Guest hereby agrees to indemnify, protect, defend, and hold harmless Pacific University, its officers, faculty, staff, students, and agents from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim or demand that Guest, Guest's heirs or legal representatives, has or may have for any and all personal injuries Guest may suffer or sustain, as a result of, arising out of, associated with, or resulting directly or indirectly from Guest's occupancy of the University facilities, other than intentional or grossly negligent acts of the University, its trustees, officers, employees, students and/or agents.

**Notice of Nondiscrimination Policy** | It is the policy of Pacific University not to discriminate on *the basis of sex, physical or mental disability, race, color, national origin, sexual orientation, age,* religious preference or disabled veteran or Vietnam Era status in admission and access to, or treatment in employment, educational programs or activities as required by Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act, the Americans with Disabilities Act of 1990, or any other classification protected under state or federal law, or city ordinance. Questions or complaints may be directed to the Vice President for Academic Affairs, 2043 College Way, Forest Grove, OR 97116, provost@pacificu.edu.

**Termination of Agreement** | Pacific University reserves the right to remove Guest from housing and terminate the Agreement, without refund, for conduct considered inappropriate by University, including, without limitation, any violation of the Terms and Conditions of this Agreement.

**University Policies** | University policies referenced throughout this agreement can be found online at <u>pacificu.edu/policies-forms/directory</u>; furthermore, the Residence Hall Handbook contains specific policies about living on campus and can be found online at <u>pacificu.edu/node/18289</u>.

#### AGREEMENT

By booking a reservation with Short Term Guest Housing through our service portal (Team Dynamix), you are agreeing to be bound to the Pacific University Agreement Terms and Conditions as listed above. You understand that Pacific University is not responsible for loss or damage to personal property in housing facilities due to fire, theft, water, interruption of water or heat, other utility problems, or other causes. You understand that any violation of university policy, including but not limited to violation of alcohol and/or drug policies may result in termination of this Agreement.