



EMPLOYEE HOUSING LICENSE AGREEMENT

This **EMPLOYEE HOUSING LICENSE AGREEMENT** (the "Housing Agreement") is entered into effective as of this _____ day of _____, 20____, by and between Oregon State University (the "University"), and _____ (the "Employee"). This Housing Agreement is entered into by University through it _____.

1. **The Housing.** University is providing Employee a right to use a dwelling Without _____ a garage with an address of _____, (the "Housing") located at _____ (the "Facility"). The housing is provided conditioned upon the Employee's employment in and about the Facility.
2. **Use.** The Employee shall use the Housing or work duties and residential purposes only. No persons other than Employee's immediate family or Employee will reside in the Housing. The Employee shall not use the Housing of the Facility for the purpose of carrying on any business, profession or trade of any kind. Employee's work duties and/or conditions related to the Housing are as follows: _____, as more fully described in Exhibit A.
3. **Term and Termination.**
 - a. Unless earlier terminated, Employee has the right to occupy the Housing beginning _____ and ending on _____, ("Term"). The Term may be extended via a written amendment signed by both parties; however, in no event shall this Housing Agreement exceed five (5) years, cumulative.
 - b. A party may terminate this Housing Agreement for any reason or no reason upon thirty (30) days prior written notice delivered to the other party in accordance with Section 23.
 - c. In addition to the above, this Housing Agreement terminates automatically 48 hours after Employee's employment is terminated for any reason.
4. **Rent and Services in Lieu of Rent.** Employee's contribution for use of the Housing during the Term shall be paid as follows.
 - a. The payment of _____ and no/100 dollars (\$ _____) is due and payable on the first day of each month.
 - b. The performance of the services and conditions described and itemized in the rent reduction report attached as Exhibit A valued at _____ and no/100 dollars (\$ _____).The total rental value of the Housing is _____ and no/100 dollars (\$ _____) per month. Rent amount may be adjusted with 30 days prior written notice to employee (i) as needed to maintain consistency with market rates at University's sole discretion; (ii) due to modifications to Exhibit A.
5. **Security and Damage Deposit.** The total security/damage deposit is _____, plus \$100 per pet, due on or before signing of this Housing Agreement or other date as may be mutually agreed upon, to be applied to remedy any default by Employee in performing Employee's obligations under the Housing Agreement, including unpaid rent, and to repair damages to the Housing caused by Employee, not including ordinary wear and tear. Within 60 days after termination of the Housing Agreement, University will either refund the deposit to Employee or will give Employee a written accounting stating the basis or bases of University's claim to the deposit. University will provide the written accounting by mailing the accounting to the last known address of the Employee. If costs of repairing damages exceed the amount of the security deposit, Employee will be responsible for all such excess costs. No interest will accrue of be payable on this deposit.
6. **Utilities and Services.** Utilities and services will be paid for by University or Employee as follows:

Utility or Service	University or Employee
Water	Employee
Sewer	Employee
Electricity	Employee
Natural Gas	Employee

Trash Removal	Employee
Telephone	Employee
Cable	Employee
Other (List)	Employee

Employee must maintain services identified above to the Housing during the Term of this Housing Agreement and may not choose to allow these services to be disconnected. At the beginning of the Term of this Housing Agreement, the Employee shall arrange for these services to be turned on and for the billing of services directly to Employee.

7. **General Maintenance.** All maintenance problems relating to the Housing shall be directed to _____ at _____ during the hours of _____ Monday through Friday. For University holidays and after-hours emergencies, contact shall be made to _____. Employee agrees to allow University or University's contractor to enter the Housing and/or Facility to make repairs and inspections as necessary. The University shall provide notice to the Employee in the form of a telephone message, written message or electronic mail message, for normal repairs prior to the commencement of work. In the case of an emergency, University will attempt to notify Employee at the Facility before entering the Housing and/or Facility, but may proceed to enter without notice to correct the damage if the Employee is not at the Housing and/or Facility or does not appear to be at the Housing and/or Facility. Employee shall not make modifications, changes or repairs to the Housing without the prior written consent of University. Employee is responsible for the cost to repair any damage to the Housing that is not reasonable and expected normal building maintenance, such as broken window, holes made in walls or ceilings, damage to carpets or floor coverings, other than normal wear, damage to appliances, other than normal wear, etc.
8. **Keys.** Employee is responsible for all keys issued. If keys are lost or stolen, the Employee agrees to contact University immediately to re-key the outside entrances to the Housing at Employee's cost. These costs may be deducted from the security/damage deposit and are the financial responsibility of the Employee.
9. **Pets.** Pets are allowed with written permission of University's Housing Contract, which University can withhold in its sole discretion. The written permission will outline the number of and types of pets allowed, and is required for any additional pets. The Employee is responsible for ensuring proper identification is worn by pet, and that pet vaccinations and licenses are kept current. Employee must comply with any county requirements for pets. Employee must keep pets under control at all times. Employee will ensure pets do not unreasonably disturb others, and that they are kept on a leash in areas designated by University's Housing Contract. Pets must be house trained, and Employee must clean up after pets at all times, immediately indoors and a minimum of once a day outdoors. OSU has the right to revoke its permission for pets in the events of serious or repeated violations of the agreement, or in the event of the pets becoming a nuisance. Employee is responsible for all losses, claims, damages and expenses related to injury or damage to persons or property caused by Employee's pets.
10. **Legal Compliance.** Employee use and possession of the Housing is subject to applicable federal, state and local laws, ordinances, rules and regulations, as well as all applicable University standards, policies, rules and regulations.
11. **No Smoking within Housing.** Smoking is not permitted inside the Housing. Smoking shall not be permitted within 25 feet of the Housing or other University buildings and may be prohibited entirely by University's no smoking policy (<http://oregonstate.edu/smokefree/>).
12. **Hazardous Materials.** Employee shall not keep or have any dangerous articles, flammable fluids or explosive or hazardous or toxic substances on or about the Housing. Employee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Housing, other than common household chemicals, which shall be kept, used any stored in a safe manner that complies with all laws regulating any such materials.
13. **Right of Entry.** At all times, University retains the right of control over the Housing, subject only to the reasonable rights of privacy for inspection or entry by University. The Housing is subject to periodic inspection by University, subject to courtesy knocking to meet reasonable expectations of privacy.
14. **Smoke and Carbon Monoxide Alarm Disclosure.** The Housing is equipped with one or more ☐ battery-operated, ☐ hard-wired, and/or ☐ hard-wired with battery backup smoke alarm(s) and, if the Housing contains a carbon monoxide source or is within a structure that contains a carbon monoxide source, one or more ☐ battery-operated, ☐ hard-wired, and/or ☐ hard-wired with battery backup carbon monoxide alarm(s).

If the smoke alarm is battery-operated, the battery is a 10-year battery. University has tested the alarms prior to entering this Housing Agreement and has determined that they are working properly, and the batteries have power, as of _____.

Employee is responsible for replacing dead batteries and must use only 10-year batteries in the smoke alarm(s).

15. **Lead-Based Paint.** Pursuant to the Residential Lead-Based Reduction Act of 1992, if the Housing was built prior to 1978, the University is required to: (1) disclose information regarding known lead-based paint and lead based paint hazards; (2) provide any such reports to its tenants; and (3) provide a lead warning statement and a lead hazard information pamphlet. Accordingly, this information is provided as Exhibit B and made a part of this Housing Agreement.

16. **University Personal Property.** The following items are University property and are to be left within the Housing at the expiration of this Housing Agreement:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. **Extended Absences.** Employee agrees to notify University of any anticipated extended absence from the Housing that will leave the Housing vacant in excess of ten (10) days, no later than the first day of the extended absence.
18. **Indemnification.** Employee agrees to release, indemnify and hold harmless University from any and all claims for loss of or damage to property or bodily injury, including personal injury, to persons arising out of the use of the Housing by Employee or Employee's invitees.
19. **Insurance.** Employee shall purchase and maintain during the term of this Housing Agreement renter's insurance covering Employee's personal property located in the Housing, and renters liability insurance or personal liability in an amount not less than \$100,000 per occurrence, covering bodily and personal injury and property damage. In the event Employee has authorized animals living in the Housing, the required renter's liability insurance shall not include an exclusion(s) for liability arising from or related to the authorized animals. Employee shall provide a Certificate of Insurance evidencing such coverage.
20. **No Assignment.** This Housing Agreement is not assignable by either party.
21. **End of Housing Agreement Tasks.** In the event of termination of this Housing Agreement, Employee shall:
- Remove all of Employee's personal property and trash from the Housing and outside yard, leave the Housing in as good condition as received, excepting normal and reasonable wear and tear. If Employee fails to remove any such personal property, those items will be deemed abandoned, and University may remove or dispose of the items without liability to Employee or others.
 - Thoroughly clean all kitchen appliances, defrost and clean the inside of the refrigerator with bleach-water, clean stove and inside of oven with oven cleaner, wash out all kitchen and bathroom cabinets so that there is no dirt or other debris, shampoo carpets, adequately clean wood and/or vinyl flooring, and thoroughly clean and disinfect bathroom toilet, shower, sink and tub fixtures.
 - Return all Housing keys to the University. If any keys are unreturned, University may re-key the Housing at Employee's expense.
 - If Employee fails to complete the above tasks to the reasonable satisfaction of University, University may complete the tasks and, upon demand, Employee shall reimburse University for its costs. These costs may be deducted from the security/damage deposit and are the financial responsibility of the Employee.
22. **Amendment.** This Housing Agreement may be extended in writing by the mutual agreement of the parties, but in no event shall the Housing Agreement extend longer than five (5) years, cumulative.
23. **Notices.** Notices required hereunder shall be sent to the Employee at the Housing and to University c/o

_____ at the _____
("University's Housing Contact"), with a copy to OSU Real Estate at 850 SW 35th Street, Corvallis, Oregon 97333.

IN WITNESS WHEREOF, University and Employee have executed this Housing Agreement the day and year first above written.

University

Employee

By: _____

By: _____

Name: Nicole Neuschwander

Name: _____

Title: Director, OSU Real Estate

ONID: _____

Date: _____

Date: _____