

COVID-19 ADDENDUM TO 2020-21 UNIVERSITY OF PORTLAND RESIDENCE HALL AND FOOD SERVICE CONTRACT

This document is a legally binding addendum to the [2020-21 University of Portland Residence Hall and Food Service Contract](#) (this “Addendum”). This Addendum will be delivered via email to all students with housing reservations. By accepting this Addendum, you agree to and accept all terms and conditions included within the Addendum.

To the extent there are conflicts with the language in the 2020-21 University of Portland Residence Hall and Food Service Contract (the “Housing Contract”) and the language in this Addendum, the language in this Addendum shall supersede the conflicting provisions in the Housing Contract. All other terms of the Housing Contract remain in effect as written.

The University reserves the right to make changes to this and all policies governing University housing to ensure the safety and health of the community, and by continuing to occupy residence halls, students agree to abide by any changes. In addition to the Housing Contract and this Addendum, all University housing residents must also adhere to expectations, policies, and rules instituted by the University, as may be updated from time to time.

As a student living in University on-campus housing, the 2019 Novel Coronavirus (“COVID-19”) and related public health crises will impact your housing experience as we continue to make public health-informed decisions.

COVID-19 is contagious, and exposure to or infection with COVID-19 may result in serious illness and/or death.

Although the University holds the health and safety of its community as paramount, living in University housing could increase the risk of contracting any contagious illness, including COVID-19, because of the community and residential living model.

Risk of exposure is elevated for those at higher risk for severe complications from COVID-19, and students who are immuno-compromised or otherwise have health conditions that place them in higher-risk categories need to make personal decisions as to whether living in the residence halls can offer them the environment needed for their health and safety. While significant effort will be made to accommodate housing requests for these students, it is impossible to guarantee a housing option that does not present some level of risk for students to exposure to COVID-19. If you need to cancel your housing arrangement, please contact the Office of Residence Life.

Section I – Compliance with COVID Safety and Prevention Regulations, Policies, and Directives

As a condition of living in on-campus housing, students are expected and agree to follow all current CDC, state, and local recommendations and mandates as well as University regulations, [policies](#), and directives related to COVID-19 and preventing the spread, including but not limited to University policies and directives addressing health and safety measures; residence hall visitation and guests; travel restrictions; testing and vaccine; and quarantine and isolation. The University may make such changes or implement policies as needed to reduce the risks of

COVID-19 on campus and students will abide by such changes/policies. Students are expected to be familiar with and to periodically review the University's current policies and directives. Violations of policies and directives, including CDC guidelines, may result in immediate removal from housing and other disciplinary sanctions.

Section II – Quarantine and Isolation

Students who develop any symptoms that are consistent with COVID-19, as enumerated by the CDC at: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>, must call the University's Health Center, their healthcare provider, or, if needed, a local emergency room, immediately and follow all directives given by the healthcare provider.

Students acknowledge that the University may require students to self-isolate or quarantine, including without limitation:

- a. Developing any symptoms of possible COVID-19 infection or testing positive for COVID-19;
- b. A student or a student's roommate being in close contact with a person diagnosed with COVID-19, even if they feel healthy;
- c. Arriving in the U.S. within the previous 14 days after traveling in another country;
- d. Travel within the previous 14 days on a cruise ship of any kind; or
- e. Travel within the previous 14 days to any area within the U.S. where community spread of COVID-19 is present.

If University designated isolation space is available, students may be required to isolate in a designated isolation space. If the University does not have isolation space available or the University, in its sole discretion, determines is not able to provide adequate space or care to student in consideration of the student's or community's health, student may be required to move to alternative, temporary isolation housing or the University may terminate the student's housing agreement pursuant to Section III below. If required to self-isolate or quarantine for any reason, students will fully cooperate with the University and local health authorities, including by providing necessary information to facilitate contact tracing. Students agree that if required to self-isolate or quarantine, the University will not be responsible for any provision of home health care, and if due to the presence and nature of a student's symptoms such student is unable to provide self-care, that student must arrange for care by others at an appropriate off-campus location. In the event of any medical emergency, students agree to call 911 and notify appropriate health authorities if the student has or may have COVID-19.

Section III – University-Initiated Termination

At any time with notice, the University reserves its right to reassign a resident temporarily or permanently to alternative University housing deemed appropriate by the University based on the needs of the University. The University also reserves its right to designate currently assigned housing spaces for expanded or decreased occupancy or for other purposes, based on the needs

of the University. Such relocation or reassignment does not release any student from the financial obligations owed to the University under the Housing Contract.

Upon notice of 48 hours, the University reserves the right to terminate housing agreements and require students to leave University housing due to public health emergencies or pandemics, including COVID-19 and related consideration or government orders or mandates, or any student's failure to comply with a federal, state, local or University health or safety-related directive (which includes without limitation the terms of this COVID Addendum).

The University and student acknowledge the ongoing possibility that, due to a health or safety emergency, including the COVID-19 pandemic, students may not be able to occupy campus housing and/or student's use of campus housing facilities may be significantly restricted.

Furthermore, during a health or safety emergency, certain companies or staff contracted by the University to provide services to campus housing facilities may not be available or may be significantly limited. Notwithstanding anything in this contract to the contrary, the University may adjust the housing schedule contained herein, temporarily close, and/or place restrictions on use of residence halls as necessary in the University's sole discretion to preserve the health and safety of its students and the campus community. In the event of such temporary closures, restrictions, and/or adjustments to the housing services schedule, the University shall not be obligated to issue refunds or credits, whether partial or full, for such interruptions or adjustments.

In the event the University requires students to vacate residence halls, students will be responsible for removing all valuable personal items at that time. As determined by the University, in its sole discretion, in the event of an emergency or as may otherwise be necessary or beneficial to protect the health or safety of members of the University community, the University may remove possessions and/or furnishings from residence halls rooms or units for cleaning, inspection, protection, or storage. The University will not be responsible for loss or damage to a student's personal items that are moved or stored in such instances. The University may destroy and discard personal belongings such as perishable items, items that violate University policy, explosives, and hazardous materials. Should the University discover items that raise concern for immediate safety or a significant violation of University policy or law, this matter may be referred to the appropriate authorities.

In the event that residential students are asked to leave University housing during the semester, the University will issue refunds of room and amenities charges on a per-night basis as well as unused board points. These refunds will be reduced by any room and board scholarships and/or other outstanding charges on the student account for the current semester or earlier.

Section IV – Assumption of Risk, Release, and Indemnity

1. Assumption of Risk. It is incumbent on each student, after evaluating available information and such student's own personal health and safety considerations, to make an independent decision whether to reside in University housing. Each student acknowledges that that by residing in University housing, such student accepts and acknowledges all risks associated with

communal living, which include exposure to contagious virus such as COVID-19. Each student acknowledges, understands and agrees that the University cannot control these risks.

2. RELEASE. IN CONSIDERATION OF THE UNIVERSITY GRANTING MY REQUEST TO PERMIT STUDENT TO RESIDE IN UNIVERSITY HOUSING DURING A PANDEMIC OR PUBLIC HEALTH EMERGENCY, I RELEASE THE UNIVERSITY AND ITS OFFICERS, REGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, EXPENSES, OR LOSSES (“CLAIMS”) TO ME OR MY PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, RESULTING FROM, RELATING TO, OR ARISING OUT OF POTENTIAL EXPOSURE TO CONTAGIOUS VIRUSES OR ILLNESS, INCLUDING INJURY OR DEATH, IN ANY WAY CONNECTED WITH OR CAUSED BY OR SUSTAINED WHILE RESIDING IN UNIVERSITY HOUSING.

3. Indemnity, Hold Harmless, and Waiver. By living in a residence hall I agree to indemnify and hold harmless, waive, and covenant not to sue the University or any of its regents, officers, employees, and representatives from liability for the illness, injury or death of any person(s) or damage to property that may result from my breach of this COVID Residence Hall Policy or the Housing Contract, or other negligent, grossly negligent, reckless or intentional act or omission while residing in University housing. It is my express intent that this shall bind the members of my family and spouse, heirs, assigns, and personal representatives, and shall be governed by the laws of the state of Oregon.