12-Month Annual Lease

Annual Lease 2027-28 | July 1, 2027-June 30, 2028

Housing and Residential Life contact: 100 Iba Hall, Stillwater, OK 74078 | (405) 744-5592 | reslife@okstate.edu

1. Parties and Agreements

1.1 **Parties.** This Lease is between Oklahoma State University (the "University") and the student identified in the Housing Portal (the "Resident").

1.2 **Guarantor.** If the Resident is under eighteen (18) years of age, the Resident must designate a parent, legal guardian, or other individual to act as a "Guarantor," who must also accept this Lease and separately guarantee the Resident's performance and payment obligations. This acceptance and guarantee by the Guarantor must be made in writing with Guarantor's signature and includes guarantee of payment, performance, and enforcement costs related to this Lease.

1.3 **Purpose.** This Lease provides University housing for twelve (12) continuous months. It is not a month-to-month rental agreement and is not intended for short-term occupancy.

1.4 **Acceptance and Binding Effect.** This Lease becomes binding when electronically or manually accepted by the Resident and, when required, the Guarantor. It is binding even if a specific room has not yet been assigned. The Resident's housing assignment, Housing Portal selections, incorporated policies, and approved addenda are part of this Lease.

1.5 **Financial Responsibility.** The Resident agrees to pay all housing fees and other charges assessed under this Lease. If the Resident is under eighteen (18) years of age, the Guarantor separately guarantees the Resident's performance and payment obligations.

1.6 **Minimum Age.** A student Resident must be at least sixteen (16) years of age by the beginning of the Lease Period.

2. Lease and Occupancy Period

2.1 **Lease Period.** The Lease Period is July 1, 2027, through June 30, 2028. If the Resident accepts this Lease after July 1, 2027, the Lease applies to the balance of the Lease Period. This Lease is binding upon acceptance, even if the Resident's occupancy and billing begin on a later date.

2.2 **Continuous Operations.** This Lease provides continuous housing from the Resident's effective occupancy date through June 30, 2028. It is not a month-to-month agreement and is not intended for short-term occupancy. University housing remains available during the Lease Period, including University break periods, unless Housing and Residential Life provides otherwise in writing. The University may temporarily change access, services, assignments, or operating procedures for maintenance, health and safety, emergency, or other legitimate operational reasons.

2.3 **Arrival and Billing.** Housing charges begin on the Resident's Effective Occupancy Date. The Resident must arrange an arrival date with Housing and Residential Life and complete all required check-in procedures. A Resident whose arrival is delayed must notify Housing and Residential Life and follow any required late-arrival process.

2.4 **Effective Occupancy Date.** The Resident's Effective Occupancy Date is the date the Resident completes check-in, receives a key or access credential, takes possession of the assigned space, or begins occupying the assigned space, whichever occurs first. Recurring housing charges begin on that date.

2.5 **Approved Arrival Date.** The Resident must coordinate an approved arrival date with Housing and Residential Life. Failure to arrive by the approved date or communicate an approved delay may be treated as a no-show under Section 5. Housing and Residential Life may release the assignment and assess the applicable Housing Deposit forfeiture, Cancellation Fee, or other financial responsibilities under the cancellation and termination schedule.

2.6 **Early Departure.** Voluntarily vacating the assigned space before June 30, 2028, does not automatically cancel this Lease or end the Resident's financial responsibility. A Resident seeking to leave before the end of the Lease Period must follow the cancellation, Lease release, or early termination process in Section 5. Housing charges continue through the effective cancellation or checkout date, and any applicable Lease Termination Fee will be determined under Section 5.

3. Eligibility, Enrollment, and First-Year Residency Requirement

3.1 **Eligibility.** By entering into this Lease, the Resident represents they are enrolled at the University or are an approved NOC-Stillwater student eligible for University housing. The Resident must remain eligible and enrolled for both the Fall and Spring semesters unless Housing and Residential Life grants a written exception or Lease release. Failure to maintain eligibility may result in cancellation of this Lease.

3.2 **First-year residency requirement.** The Resident is responsible for reviewing and complying with the University's First-Year On-Campus Residency Requirement, including Oklahoma State University Policy and Procedure 6-0301, as amended. Signing a non-university housing lease does not guarantee an exemption.

3.3 **Enrollment cancellation is separate.** Cancellation of the Resident's enrollment does not automatically cancel this Lease, nor does cancellation of this Lease automatically cancel the Resident's enrollment with the University. A Resident who will no longer attend the University must *separately* cancel admission or enrollment through the University's required process. Housing and Residential Life does not cancel the Resident's admission, enrollment, class schedule, financial aid, orientation registration, or other University commitments.

3.4 **Loss of eligibility.** If at any time the Resident is no longer enrolled at the University or otherwise becomes ineligible to reside in University housing, including but not limited to withdrawal, suspension, expulsion, graduation, or employment separation (where applicable), the Resident must promptly notify Housing and Residential Life, submit any required housing cancellation or Lease release request, and vacate the residence hall within forty-eight (48) hours of the change in status. The Resident may request an extension from the Director of Housing or designee. All extensions must be approved in writing and shall not exceed seven (7) days from the effective date of the change in status. Failure to timely vacate the premises constitutes a breach of this Lease and may result in cancellation of the Lease and the exercise of any other remedies available to the University. The Resident's financial responsibility under this Lease shall be determined in accordance with Section 5, regardless of enrollment status or continued occupancy.

3.5 **Ineligible applicants.** A person registered or required to register under the Oklahoma Sex Offender Registration Act, the Mary Rippy Violent Crime Offender Registration Act, or another state equivalent is not eligible for University housing. The University may also act as allowed by law and policy when an applicant's conduct or criminal history presents a material safety or operational concern.

4. Fees, Deposits, Rates, and Billing

4.1 **Required Materials and Payments.** A housing assignment is contingent upon completion of the housing registration, acceptance of this Lease, and payment of the applicable registration fee and deposit.

Fee or Deposit	Description	Amount
Housing Deposit	~~Due~~ when resident completes their registration. Potentially ~~re~~fundable, less amounts owed, if the Lease is completed or properly cancelled under Section 5.	$300

4.2 **Application of Housing Deposit.** After the Resident completes six (6) consecutive months of occupancy under this Lease, the University will apply the $300 Housing Deposit as a credit to the Resident's Bursar account. The deposit is not applied toward the six-month occupancy requirement and does not reduce housing charges before the credit is posted.

Before the six-month requirement is satisfied, the deposit remains subject to the cancellation and forfeiture provisions in Section 5. The University may apply the deposit to unpaid housing charges, damages, cleaning charges, lost keys or access credentials, improper checkout charges, or other amounts owed by the Resident.

4.3 **Housing rates.** Housing rates are per person and are established or approved by the Oklahoma A&M Board of Regents. Current rates are incorporated by reference and published by Housing and Residential Life. Rates may change upon appropriate approval and notice.

4.4 **Billing.** Housing charges, damages, cleaning charges, lost-key or access charges, improper checkout charges, and other amounts owed under this Lease are posted to the Resident's Bursar account and are payable according to University billing deadlines.

4.5 **Dining.** Any required dining plan is administered and billed by University Dining Services under its applicable terms. A housing cancellation or release does not automatically resolve dining-plan obligations.

4.6 **Failure to pay.** Failure to satisfy amounts owed may result in University account holds, denial of services, removal from housing, collection activity, or other lawful remedies consistent with University policy. Upon termination of this Lease, the Resident remains responsible for any amounts already owed.

5. Cancellation, Release, and Early Termination

5.1 **Required Method.** The Resident must submit any cancellation, Lease release, or early termination request using the designated form in the Housing Portal. Verbal requests and ordinary email messages do not cancel the Lease unless Housing and Residential Life expressly authorizes another method in writing. A request is granted only upon written approval by Housing and Residential Life.

5.2 **Five-Business-Day Grace Period.** If the Resident accepts this Lease after June 1, 2027, the Resident may cancel without a cancellation fee within five (5) business days after acceptance, provided occupancy has not begun. Leases accepted on or before June 1, 2027, are governed by the cancellation schedule in Section 5.3. No grace period applies after occupancy begins.

5.3 **Cancellation and Termination Schedule.** After the applicable grace period, the Resident is responsible for the housing charges, Housing Deposit forfeiture, Cancellation Fee, or Lease Termination Fee identified for the applicable effective cancellation or termination period in the following schedule, unless Housing and Residential Life approves a Lease release or adjustment in writing or a different result is required by law.

For purposes of this Section, the Lease Period begins July 1, 2027. The Resident's recurring housing charges begin on the Effective Occupancy Date determined under Section 2.4.

Effective cancellation / termination period	Resident financial responsibility
Within five (5) business days after signing the Lease	Refund of the $300 housing deposit
After the grace period, more than thirty (30) days before July 1, 2027	Loss of the $300 housing deposit
After the grace period, thirty (30) days or fewer before July 1, 2027	Forfeiture of the $300 housing deposit plus a $500 Cancellation Fee
On or after July 1, 2027, but before the Effective Occupancy Date	Forfeiture of the $300 housing deposit plus a $1,000 Cancellation Fee
On or after the Effective Occupancy Date	Housing charges through the Effective Checkout Date, plus a $1,500 Lease Termination Fee. Any Housing Deposit not previously credited to the Resident's Bursar account is forfeited.
Approved Lease release after occupancy	Daily prorated housing charges through the approved checkout date; no Lease Termination Fee. Any Housing Deposit not previously credited will be refunded or applied to amounts owed, as determined under Section 4.
Final Lease-period departure with at least thirty (30) days' notice	Housing charges through the approved checkout date; no Lease Termination Fee
Final Lease-period departure with fewer than thirty (30) days' notice	Housing charges through thirty (30) days from the date of notice or June 30, 2028, whichever occurs first; no additional Lease Termination Fee
Conduct-related suspension, behavioral removal, eviction, or other conduct-related action	No proration, Lease release consideration, or Lease Termination Fee waiver. The Resident remains responsible for all housing charges through the end of the Lease Period unless the University determines otherwise in writing.

5.4 **Approved Lease Release and Voluntary Cancellation.** Housing and Residential Life may approve a Lease release or adjust charges for documented circumstances, including graduation, withdrawal, academic suspension, a University-approved internship or co-op, student teaching, study abroad, military activation, significant medical circumstances, or another circumstance approved under University policy.

If such a release is approved, the Resident is responsible for daily prorated housing charges through the approved checkout date, and no Lease Termination Fee applies. Approval, the effective release date, and the Resident's financial responsibility must all be confirmed in writing by Housing and Residential Life. Withdrawal from the University or the occurrence of another listed circumstance does not automatically cancel the Lease or guarantee a no-fee release.

A cancellation that does not qualify for an approved Lease release is considered a voluntary cancellation. The Resident is responsible for the housing charges and Lease Termination Fee identified for the applicable effective cancellation or termination period in Section 5.3.

5.4 **Conduct-Related Removal.** A cancellation or termination resulting from disciplinary suspension, behavioral removal, eviction, or other conduct-related action is not eligible for prorated housing charges, consideration for Lease release, or waiver of an applicable Lease Termination Fee. This applies whether the Resident requests cancellation following the conduct-related action or the University terminates the Resident's occupancy or Lease. Unless the University determines otherwise in writing, the Resident remains financially responsible for all housing charges through the end of the Lease Period.

5.5 **Notice to Vacate During Final Lease Period.** A Resident may request an early departure date on or after April 15, 2028, by submitting a Notice to Vacate through the Housing Portal.

To avoid a Lease Termination Fee, the Resident must submit the notice at least thirty (30) days before the requested departure date and complete official checkout on the approved departure date.

If fewer than thirty (30) days' notice is provided, the Resident remains responsible for housing charges through the date thirty (30) days after notice was submitted or June 30, 2028, whichever occurs first. No additional Lease Termination Fee applies during this final Lease-period departure window.

5.6 **Official Checkout and End of Occupancy.** When occupancy has begun, housing charges continue until the Resident vacates the assigned space, removes all personal belongings, returns all keys and access credentials, and completes official checkout. A space containing the Resident's belongings remains occupied.

5.7 **No Show or Failure to Occupy.** Failure to check in, occupy the assigned space, or communicate an approved late arrival does not cancel the Lease. Failure to occupy or formally cancel by the first day of fall classes may result in release of the assignment, forfeiture of the $300 Housing Deposit, assessment of the applicable Cancellation Fee, or other financial responsibility identified in Section 5.3.

5.8 **Cancellation Prior to Occupancy.** Occupancy begins upon issuance of a key or access credential, completion of check-in, or possession of the assigned space, whichever occurs first. A cancellation submitted after the applicable grace period but before occupancy begins is subject to the deposit forfeiture and Cancellation Fee identified for the applicable effective cancellation period in Section 5.3.

5.9 **Cancellation After Occupancy.** A Resident requesting cancellation after occupancy begins must provide at least thirty days' written notice through the Housing Portal. Failure to provide thirty days' notice does not invalidate the request but may affect the effective cancellation date, housing charges, or other financial responsibility under the applicable effective cancellation or termination period in Section 5.3.

5.10 **Cancellation by the University.** If the University terminates this Lease because suitable University housing is unavailable, the Housing Deposit will be refunded and any unearned housing charges will be credited or refunded in accordance with University procedures. Financial adjustments arising from an event of force majeure are governed by Section 11.

6. Assignment, Reassignment, and Room Optimization

6.1 **Assignment Authority.** The University controls all assignments and may assign temporary space, change an assignment, consolidate vacancies, increase occupancy where permitted, or relocate a Resident for operational, maintenance, safety, conduct, accessibility, or community needs. A preference or roommate request is not guaranteed. Acceptance of this Lease does not guarantee a particular building, room, room type, roommate, or assignment date.

6.2 **Vacancies and Roommates.** If a vacancy occurs, the Resident must keep the unoccupied portion of the room clean, clear, and available. The University may assign a roommate without advance notice.

6.3 **Room Optimization and Buyout Options.** When space, assignment type, and program rules permit, Housing and Residential Life may offer a Resident the option to Lease for a private bedroom, buy out the remaining space in a shared bedroom, or Lease for the full unit. If the Resident accepts an offered option, the Resident will be charged the applicable rate for the remainder of the Lease Period.

Unless the Resident has leased for the applicable private-bedroom, shared-bedroom buyout, or full-unit option, any vacant bed or bedroom must remain clear and available for assignment. The Resident may be assigned another roommate or may be reassigned as determined by Housing and Residential Life. Residents may not reject, block, or discourage an assignment.

Failure to comply may result in assessment of the applicable private-room, buyout, or full-unit rate, reassignment, Lease termination, or other action permitted under this Lease and University policy.

6.4 **No Transfer or Sublease.** The Resident may not transfer, assign, trade, or sublet the assigned space or allow another person to occupy it.

7. Disability Accommodations and Animals

7.1 **Accommodation requests.** Housing accommodation requests, including requests involving emotional support animals, must be initiated through the Office of Student Accessibility Services and supported by required documentation. Housing and Residential Life will work with the Resident after eligibility is confirmed to identify an available option that meets the approved need.

7.2 **Timing.** Residents are encouraged to submit accommodation requests by April 1 for the upcoming Fall term. Later requests will be reviewed but immediate implementation or implementation before move-in cannot be guaranteed.

7.3 **Service Animals and Emotional Support Animals.** Service animals and approved emotional support animals are governed by applicable law and University policy. A Resident must complete all required accommodation, registration, and Housing and Residential Life procedures before bringing an emotional support animal into University housing.

All emotional support animals must be registered with Housing and Residential Life through the Animal Registration Process before the animal is brought into University housing. Residents with service animals are requested, but not required, to register their service animal with the Animal Registration Process as well to assist in the administrative housing process.

A Resident requesting an emotional support animal must also complete the applicable accommodation and approval process before the animal arrives. No registration fee or deposit is assessed solely because an animal is a service animal or approved emotional support animal. The Resident remains responsible for damage, excessive cleaning, pest treatment, waste removal, or other costs caused by the animal.

7.4 **Pets and Unauthorized Animals.** Pets are permitted only in housing communities designated by Housing and Residential Life and only with prior written approval. A Resident must complete the applicable Pet Policy and Agreement, animal registration process, and other required documentation before bringing a pet into University housing. Pet-friendly housing is limited, is not guaranteed, and may be subject to additional eligibility requirements and charges.

Unless Housing and Residential Life approves otherwise in writing, only one (1) pet is permitted per unit. If more than one (1) Resident of a shared unit requests approval for a pet, Housing and Residential Life will determine eligibility in accordance with the Pet Policy and Agreement.

7.5 **Aquarium Exception.** Fish, small crustaceans, mollusks, water turtles, and small amphibians that live underwater are permitted in aquariums with a combined capacity of no more than ten (10) gallons per housing unit. All animals must remain in the aquarium. Compliant aquarium animals are not considered ordinary pets and are not subject to the annual Pet Fee or pet-approval process. The Resident is responsible for aquarium maintenance and any resulting damage, cleaning, pest treatment, or other costs. Housing and Residential Life may require removal of an aquarium or aquatic animal that creates a health, safety, maintenance, or property concern.

7.6 **Approval Period and Renewal.** Pet approval is valid for the Resident's current Lease Period, subject to continued eligibility and compliance. A new registration and Pet Fee are required for each subsequent Lease Period.

7.7 **Animal Registration and Charges. T**he Resident is responsible for all registration requirements, fees, deposits, damages, cleaning charges, pest-treatment charges, and other amounts associated with an animal. Applicable charges will be posted to the Resident's Bursar account. Current charges and requirements are published by Housing and Residential Life and incorporated into this Lease through the applicable animal policy and agreement.

7.8 **Unauthorized Animals.** A Resident may not bring, keep, or temporarily care for an unauthorized animal in University housing. An unauthorized animal must be removed immediately as directed by Housing and Residential Life. Additionally, the Resident may be assessed an unauthorized-animal charge and all costs associated with cleaning, pest treatment, damage, removal, or restoration of the unit. Failure to remove an unauthorized animal may result in additional charges, disciplinary action, reassignment, or termination of this Lease.

7.9 **Resident Responsibility for Animals.** The Resident is responsible for the animal's care, supervision, control, waste removal, compliance with applicable laws and University policies, and any damage, injury, disruption, or excessive cleaning caused by the animal.

The Resident must prevent the animal from creating excessive noise, odors, sanitation concerns, aggressive conduct, property damage, or other unreasonable interference with the residential community. Housing and Residential Life may require corrective action, additional documentation, reassignment, or removal of the animal when permitted by applicable law and University policy.

7.10 **Shared Units and Animal-Related Charges.** When an animal will reside in a shared unit, Housing and Residential Life may require roommate notification, consultation, or other documentation. Roommate notification does not replace or determine the University's approval of a disability-related accommodation.

When animal waste, damage, cleaning, or another animal-related condition occurs in a shared area, the responsible Resident will be assessed the applicable charges. If responsibility cannot reasonably be attributed to a specific Resident or animal, the University may assess responsibility among the Residents assigned to the affected space as permitted by University policy.

7.11 **Animal Removal.** Housing and Residential Life may require corrective action or removal of an animal because of neglect, abuse, a direct threat, property damage, policy violations, incomplete registration, or ongoing community disruption. Removal may be immediate when necessary to address a serious health, safety, or animal-welfare concern. Animal removal does not release the Resident from this Lease or eliminate applicable financial responsibility.

7.12 **University Responsibility.** To the extent permitted by law, the University is not responsible for the care, loss, illness, injury, or death of an authorized or unauthorized animal. The Resident is responsible for harm, damage, or injury caused by the animal and for maintaining any insurance required by law or University policy.

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8. Resident Responsibilities and Community Standards

8.1 **Compliance.** The Resident must comply with federal, state, and local law and all University and Housing and Residential Life policies, procedures, emergency directions, and community standards incorporated into this Lease.

8.2 **Community and Guest Responsibility.** The Resident must respect the rights of others to reasonably use and enjoy University housing and facilities, including the right to access a reasonably clean, safe, and functional living environment free from excessive noise or unreasonable interference. The Resident is responsible for guests and invitees and must comply with all escort, visitation, and access requirements. A Resident may be held responsible for a guest's conduct as permitted by University policy.

8.3 **Care of Space.** The Resident must maintain the assigned space in a reasonably clean and sanitary condition, timely report damage or unsafe conditions, and pay for damage, loss, or excessive cleaning beyond ordinary wear.

8.4 **University Property and Furnishings.** The Resident may not remove, alter, disassemble, or relocate University furnishings, fixtures, or equipment without written authorization. Furnishings from lounges, lobbies, study rooms, or other common areas may not be moved into a Resident's assigned space. The Resident must promptly report damage, loss, unsafe conditions, or needed repairs.

8.5 **Keys and Access.** Keys and access credentials may not be duplicated, transferred, or loaned. The Resident is responsible for replacement, lock-change, and related charges resulting from loss or misuse.

8.6 **Incidental Business Activities.** Limited remote work, online content creation, freelance activity, or online sales are permitted when incidental to residential use and when they do not involve in-person customers, solicitation, substantial inventory, excessive deliveries, prohibited materials, safety or operational risks, disruption, or unauthorized use of University resources or identifiers.

8.7 **Vendors and Deliveries.** Unauthorized third-party vendors may not enter secured residential areas to perform commercial services. Authorized food, floral, package, and similar deliveries must be received at designated locations.

8.8 **Room Condition Record.** The Resident must complete required room-condition or occupancy documentation at both check-in and checkout. Failure to do so may limit the Resident's ability to dispute assessed charges.

8.9 **Shared-Space Responsibility.** Each Resident is responsible for maintaining the assigned space and any shared areas of the room, suite, apartment, or unit. When damage, excessive cleaning, prohibited property, or another Lease or policy violation occurs within a shared area and responsibility cannot reasonably be attributed to a specific Resident or guest, the University may assess responsibility or charges among the Residents assigned to the space, as permitted by University policy. This provision does not prevent the University from assigning individual responsibility when the available information supports doing so.

8.10 **Smoke, Tobacco, Vape, and Drug-Free Requirements.** Smoking, vaping, and the use of tobacco or nicotine products are prohibited on University property, except as expressly permitted by University policy. In accordance with the federal Drug-Free Schools and Communities Act and other applicable federal requirements, the Resident may not possess, use, manufacture, cultivate, distribute, or sell marijuana, illegal drugs, or other controlled substances in University housing or on University property. State authorization for medical or recreational marijuana does not authorize such activity on University property.

8.11 **Meningitis Information.** Oklahoma State Statute, Title 70 § 3243, requires residents who are first-time residents at Oklahoma institutions of higher education and reside in on-campus housing to either be immunized for meningitis or to declare their decision to refuse such immunization. The Resident's decision will have no effect on any other terms, conditions and/or decisions noted in this Lease. This information is gathered to comply with Oklahoma law and will not result in any action against the Resident. If the Resident does not indicate their decision, it will be assumed the Resident

has chosen not to be immunized against meningococcal disease. To receive more information about meningitis, please visit the following website: https://www.ninds.nih.gov/health-information/disorders/meningitis.

8.12 **Abandoned Property.** Property remaining in the assigned space after the Resident has vacated, completed checkout, or lost the right to occupy the space may be treated as abandoned and removed, stored, or disposed of in accordance with applicable law and University policy. The Resident may be charged for removal, storage, disposal, cleaning, damage, or other related costs.

9. University Access, Safety, and Emergencies

9.1 **Limited Right to Privacy and University Entry.** The Resident has a limited right to privacy in the assigned space. The University may enter the assigned space, with or without notice as circumstances reasonably require, for emergencies, health and safety inspections, maintenance or repairs, pest control, inventory or protection of University property, verification of occupancy, preparation of a vacant space, policy enforcement, protection of persons or property, or other legitimate institutional purposes. The University will provide reasonable notice when practical, but notice is not required in an emergency or when immediate entry is reasonably necessary.

9.2 **Law-Enforcement Entry.** Law-enforcement officials may enter, search, or seize property as permitted by applicable law. This Lease does not expand or limit lawful law-enforcement authority.

9.3 **Inspections, Vacancies, and Break Periods.** The University may conduct announced or unannounced inspections and may enter when a Resident or roommate permanently vacates, when preparing a vacant bedroom for assignment, or during a break period. The Resident's presence is not required.

9.4 **Community Health Procedures.** The Resident acknowledges that living in a residential community involves shared health responsibilities. The Resident must maintain the assigned space in a sanitary condition and comply with lawful University or public-health directions concerning isolation, relocation, access, sanitation, or other measures intended to reduce the transmission of contagious illness.

9.5 **Emergency Actions.** During an emergency, public-health event, disaster, or other circumstance affecting operations, the University may change procedures, restrict access, reassign residents, consolidate occupancy, or require temporary or permanent relocation. The Resident is required to follow University directions.

10. University Termination and Remedies

10.1 **University Termination.** The University may terminate this Lease for loss of eligibility, nonpayment, breach of this Lease or University policy, conduct or safety concerns, lack of available space, or another reason allowed by law or University policy. The University will provide notice appropriate to the circumstances. Immediate or shortened notice may be used when safety, health, conduct, or operational needs require it.

10.2 **Lack of Space.** If the University terminates this Lease because suitable housing is unavailable, the University will cancel unearned housing charges and issue any refund required by applicable policy and law.

10.3 **Remedies and Non-Waiver.** A breach authorizes the University to pursue lawful and equitable remedies, including removal from housing, assessment of charges, account holds, collection, and other remedies available under University policy. The University's decision not to and/or failure to enforce a provision does not constitute a waiver of future enforcement.

10.4 **Enforcement Costs.** To the extent permitted by law, the Resident and Guarantor may be responsible for reasonable costs incurred by the University to enforce or defend this Lease, including collection costs, court costs, and attorney's fees.

11. Force Majeure

11.1 **Events beyond control.** An event of force majeure includes an event beyond a party's reasonable control that prevents or makes performance illegal or impracticable, including fire, explosion, earthquake, tornado, flood, acts or threats of terrorism, epidemic, pandemic, viral outbreak, health crisis, governmental directive, or comparable event.

11.2 **Effect.** The University may modify services, occupancy, assignments, or procedures in response to such an event. Any refund or adjustment will be determined under applicable law and University policy, recognizing that administrative and facilities costs may continue during the event.

12. Legal and Administrative Terms

12.1 **Oklahoma Law and University Status.** This Lease is governed by Oklahoma law and applicable federal law. As provided by Oklahoma law, the University is not deemed a landlord, and this Lease does not create a landlord-tenant relationship. By entering into this Lease, the University and the Oklahoma A&M Board of Regents do not waive sovereign immunity, governmental immunity, or any other immunity, defense, or limitation of liability available under applicable law.

12.2 **Venue.** To the extent permitted by law, an action arising from this Lease must be brought in a court of competent jurisdiction in the venue authorized by Oklahoma law—i.e., the District Court of Payne County Oklahoma or the United States District Court of the Western District of Oklahoma.

12.3 **Policies incorporated.** Housing and Residential Life policies, the Resident's Housing Portal information and selections, published rates, applicable addenda, and written assignment notices are incorporated into this Lease. If an incorporated policy changes for health, safety, legal, or operational reasons, the University will provide notice as appropriate.

Rules and regulations listed at the following web addresses are incorporated into and made a part of this Lease:

- https://reslife.okstate.edu/policies/undergraduate
- https://reslife.okstate.edu/policies/family-graduate

Student violations of these rules and regulations may result in disciplinary action, including but not limited to referral to the Office of Student Conduct and/or termination of the Housing and Residential Life Lease.

12.4 **Communications.** Official notices may be sent through the Housing Portal, to the Resident's @okstate.edu email account, or to another address maintained in University records. The Resident must monitor official communication channels and keep contact information current.

When a designated Housing Portal form or process is available, the Resident must use that process. General correspondence may be directed to Housing and Residential Life, 100 Iba Hall, Stillwater, Oklahoma 74078, or reslife@okstate.edu. General correspondence does not satisfy a required cancellation, appeal, checkout, or other designated process unless the University authorizes such an alternative in writing.

12.5 **Entire Agreement; No Oral Modification.** This Lease and the incorporated materials are the entire agreement regarding University housing for the Lease Period. An oral statement does not modify the Lease. A modification or exception must be authorized in writing by the University.

12.6 **Severability.** If a provision is held invalid or unenforceable, the remaining provisions remain in effect to the extent permitted by law.

12.7 **Time is of the Essence.** Deadlines in this Lease are material. A Resident who misses a deadline remains subject to the next applicable fee or responsibility level unless the University approves a written exception.

12.8 **Student Records and Privacy.** Student records and disclosures are governed by the Family Educational Rights and Privacy Act, applicable law, and University policy. Designating a Guarantor under this Lease does not independently authorize disclosure of education records beyond what is permitted by law. Information concerning FERPA and directory-information restrictions is available from the Office of the Registrar.

12.9 **University Nondiscrimination.** The University administers its housing in accordance with applicable federal and state nondiscrimination laws and University nondiscrimination policy. The University's current nondiscrimination statement and reporting procedures are incorporated by reference.

13. Property, Insurance, and Limitation of Liability

13.1 **Resident Property and Insurance.** The University is not an insurer of the Resident's person or property. The Resident is encouraged to maintain renter's insurance or other appropriate coverage.

13.2 **Loss and Damage.** To the extent permitted by law, the University is not responsible for loss, theft, damage, or injury caused by acts of other persons, pests, mold, utility or equipment interruptions, weather, natural disaster, illness, infectious disease, or circumstances beyond the University's reasonable control.

13.3 **Service Interruptions.** A temporary facilities malfunction or interruption, including interruption of heating, cooling, electricity, elevators, plumbing, internet, or another service, does not automatically entitle the Resident to a refund or reduction. The University will respond according to applicable maintenance priorities, law, and University policy.

13.4 **No Waiver.** Nothing in this Section waives sovereign immunity, governmental immunity, or any defense or limitation of liability available to the University or the Oklahoma A&M Board of Regents.

14. Resident and Guarantor Acknowledgments

By signing or electronically accepting this Lease, the Resident and Guarantor, if applicable, acknowledge the following:

☐ **Binding Lease.** I understand that by signing or electronically accepting this Lease I agree, and if applicable my Guarantor agrees, to be bound by the terms contained herein. I further understand this is a binding 12-month housing Lease for the full Lease Period, even if I have not received or selected a specific housing assignment.

☐ **Effective Occupancy Date and Billing.** I understand that this Lease is binding upon acceptance, but recurring housing charges begin on my Effective Occupancy Date as determined under Section 2.4.

☐ **Housing Deposit.** I understand that the $300 Housing Deposit is governed by Section 4, including the provisions addressing its application after six consecutive months under the Lease and its possible forfeiture or application to amounts owed.

☐ **Required Cancellation Process.** I understand that withdrawing from the University, vacating the assigned space, or notifying another University office does not automatically cancel this Lease. I must submit the required request through the Housing Portal and receive written approval or confirmation from Housing and Residential Life.

☐ **Grace Period.** I understand that the five-business-day grace period applies only as provided in Section 5.2 and does not apply after occupancy begins.

☐ **Cancellation and Termination Charges.** I have reviewed the cancellation, Lease release, and early termination provisions in Section 5, including the financial responsibilities identified in the applicable effective cancellation or termination period.

☐ **Official Checkout.** I understand that vacating the assigned space does not, by itself, end my occupancy or financial responsibility. Housing charges continue until I remove all personal belongings, return all keys and access credentials, and complete official checkout.

☐ **Final Lease-Period Notice to Vacate.** I understand that I may request an early departure date on or after April 15, 2028, under the Notice to Vacate provisions in Section 5. I understand that fewer than thirty days' notice may result in housing charges continuing for up to thirty days after notice, but not beyond June 30, 2028.

☐ **Housing Assignment.** I understand that acceptance of this Lease does not guarantee a particular building, room, room type, roommate, or assignment date. Housing and Residential Life may assign or reassign space as permitted by this Lease.

☐ **Full-Unit Option and Room Optimization.** Unless I expressly Lease for the full unit and pay the applicable rate, my assignment is limited to one bedroom and shared use of the unit's common areas. A vacancy in another bedroom does not give me the right to occupy or use the vacant bedroom.

☐ **Roommate Assignment.** I understand that Housing and Residential Life may assign another Resident without specific advance notice. I must keep a vacant bedroom clear and available and may not reject, block, or discourage an assignment.

☐ **Housing Policies.** I understand that applicable Housing and Residential Life policies, rules, procedures, and community standards are incorporated into this Lease, and I agree to comply with them.

☐ **Official Communications.** I agree to monitor the Housing Portal, my @okstate.edu email account, and other contact information provided to the University for official notices and communications.

By signing or electronically accepting this Lease, the Resident and Guarantor, if applicable, confirm that they have read, understand, and agree to this Lease and the materials incorporated by reference. The Guarantor, when required, guarantees the Resident's performance and payment obligations under this Lease.

Referenced Resources

- Housing and Residential Life
- OSU Housing Services and Policies
- OSU Registrar and Academic Calendar