



## Oklahoma State University Housing and Residential Life

### CONDITIONS OF CONTRACT

These conditions are subject to change. You are encouraged to review the Housing and Residential Life website at [reslife.okstate.edu](http://reslife.okstate.edu) for the most current Conditions and Housing Policies. Changes to these Conditions do not preclude enforcement of your housing contract.

### 1. RATES AND PAYMENTS

- A. The amounts you are to pay under this contract shall be determined by the rate sheet, which is incorporated into this contract by reference, available at [reslife.okstate.edu](http://reslife.okstate.edu) and at the housing office. Room rates are subject to change at the direction of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges.
- B. A percentage of your payment will go toward student and staff academic and training programs which includes the purchase of food and food supplies, and toward supporting student housing groups including Residence Hall Association (RHA).
- C. Funds allocated to student housing groups will be spent in accordance with RHA and/or community council bylaws.
- D. There is a one-time initial \$200 payment, payable in advance, for a housing contract. The fee includes a \$150 pre-payment and a non-refundable \$50 application fee. The pre-payment will be refunded by a bursar account credit when applicable, which is normally mid-way through the second consecutive semester of residing on campus.
- E. Rent, damage, and other miscellaneous housing charges are assessed to your OSU bursar account. Housing rental payments are to be made to or at the Bursar's Office. Failure to make timely payments may result in the termination of your housing contract.
- F. Any late payment is subject to a finance charge, as assessed by the Bursar's Office. A hold may be placed on your official University record if your account remains delinquent.
- G. Residents are responsible for the condition of the facility until he/she has properly turned in the keys and checked out. Any facility damage repairs will be estimated and charged to the resident's OSU bursar account. Residents are required to complete a Room Occupancy Checklist (ROC) upon checking in and again upon checking out in order to verify existing conditions. Further, residents are required to report damage as it occurs to prevent escalating damages and/or safety issues.



## **2. ASSIGNMENT OF RESIDENTIAL SPACE**

- a. The University reserves the right to manage housing occupancy in order to maximize space utilization; further, the University may take such action as necessary to control the use of spaces in the event of an epidemic, disaster, or other circumstances that appear to require such control.

## **3. TERMINATION OF CONTRACT**

A termination request will be considered valid if received in writing, in person, or by email to Residential Life or Admissions. The email must be from an email account previously provided to Oklahoma State University. This contract may be terminated under the following conditions and deadlines:

### **A. Contract Termination Prior to the Beginning of Occupancy**

1. Cancellations received by Housing and Residential Life on or before May 1 for the following term (January 5th for a spring-only contract) will receive a full refund of the \$150 pre-payment.
2. Any contract entered into after May 1 for the following term (January 5th for a spring-only term) will receive a full refund of the \$150 pre-payment if said contract is canceled within five (5) days of paying the initial contract fee. If not canceled within five (5) days of paying the fee, then no refunds will be considered.
3. Cancellations received by Housing and Residential Life after July 15 (January 10th for spring-only contracts) will result in a late cancellation charge of \$250 in addition to the forfeiture of the pre-payment.
  - Example 1: Student contracts for housing on February 5th for the following fall term. Student cancels contract on April 27th. Student will receive a refund of the pre-payment.
  - Example 2: Student contracts for housing on February 5th for the following fall term. Student cancels contract on July 23rd. Student will forfeit the pre-payment and will be charged a \$250 late cancel fee.
  - Example 3: Student contracts for housing on July 30 for the following fall term. Student cancels contract on August 2nd. Student will receive a \$150 refund of the pre-payment.
4. Housing Renewal - There is no fee for choosing a housing assignment during the spring renewal process. However, all renewal cancellations will be subject to a \$75 cancellation fee. A \$250 late cancellation fee will also be assessed if said contract is canceled after July 15th.
5. Housing and Residential Life reserves the right to cancel a contract if the student fails to select a room prior to August 1st or if reasonable accommodations are



offered to but rejected by the student. In such cases, there will be no refund of the initial application fee.

- B.** Contract termination on or after beginning of occupancy will be subject to the following charges:
1. A prorated charge based on the daily rate and the number of days the resident retained the keys. There will be no housing refunds after November 1 for the fall semester and after April 1 for the spring semester.
  2. A charge equal to two month's rent will be assessed based on the rent for the residence resided by the student for the majority of the contract term. Residents that vacate due to policy violations will also be assessed this charge.
  3. Forfeiture of any pre-payment paid.
  4. Residents who cancel due to withdrawal from the University will forfeit any pre-payment.
  5. Contracts terminated in less than three months following the date of occupancy will be assessed an additional 25% of the prorated rent charge.
  6. Residents that are evicted due to a contractual or policy violation will be responsible for the remainder of their contract, and have 24-72 hours to vacate.
  7. Furniture Accommodation Fee - If an FGSH apartment has been furnished or unfurnished to specifically accommodate a person's request and he/she chooses not to move in, the person will be assessed a \$100 furniture accommodation fee.
  8. The University/ Housing and Residential Life may terminate the housing contract if rent or other charges due are not paid in a timely manner; a resident does not comply with the University or Housing and Residential Life Policies and Procedures; a resident is not enrolled as a student at OSU and/or employed by the University; or in rare cases, the housing area is to be converted to another use. In such cases, Housing and Residential Life will provide a minimum of 5 days notice.

#### **4. RULES, POLICIES, AND REGULATIONS**

- A.** The resident agrees and acknowledges it is his or her responsibility to become aware of and observe all published policies, rules, and regulations affecting his or her status with the University. Specifically, the resident agrees to abide by all policies, rules, and regulations outlined at [reslife.okstate.edu](http://reslife.okstate.edu).
- B.** The resident understands that if he or she violates University and/or Housing policies, creates an excessive disturbance for other residents, fails to cooperate with University staff or is deemed to pose a threat to the health and safety of any person, his or her contract may be terminated and all housing fees assessed accordingly.
- C.** Oklahoma State Statute, Title 70 § 3243, requires residents who are first time residents at Oklahoma institutions and reside in on-campus housing to either be immunized for meningitis or to declare their decision to refuse such immunization. Please indicate your decision by checking the appropriate box on the application portal. Your decision will have no effect on your housing decisions otherwise noted on this contract. This



information is gathered in order to comply with Oklahoma Law, and will not result in any action against you. If you do not indicate your decision, it will be assumed that you have chosen not to be immunized against meningococcal disease. To receive more information about meningitis, please visit this website: [Meningitis and Encephalitis](#).

- D. The resident voluntarily agrees to release, discharge, indemnify and hold harmless the Board of Regents for the Oklahoma A&M Colleges, and its officers, employees and agents from any and all costs, liabilities, expenses, claims, demands, or causes of action on account of any loss or personal injury that might result from occurrences of natural disaster; occurrences of damage caused by others; or the residents' decision not to be immunized against meningitis.

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## Addendum to Housing Agreement

Oklahoma State University (OSU), including the OSU Department of Housing and Residence Life (HRL), holds as paramount the health and welfare of our community. Yet, we all must acknowledge that OSU cannot guarantee a COVID-19 free environment, and it would be false to suggest otherwise. This is true for all possible pandemics or other contagious diseases. Taking steps to reduce the risk of COVID-or other contagions is the shared responsibility of every Cowboy in our OSU community and every resident in our residential halls and neighborhoods. We are issuing this Addendum to the OSU 2021-2022 Housing Agreement to provide students with greater detail about these shared obligations, what they may expect, and how changes may impact their residential experience in the coming year. Please take time to carefully review each item and respond with your acceptance or rejection of these terms, as further explained below. Action on your part is required.

### **Additional Terms, Conditions and Responsibilities for 2021-2022 Housing Agreement:**

#### **1. Community Health and Precautions.**

- a. The Student acknowledges the inherent and elevated risk associated with living in a community environment such as the OSU residence halls and neighborhoods, and the Student's shared obligation to prioritize health precautions for the benefit of the entire community.
- b. The Student acknowledges they have considered their own personal health status and increased risk factors inherent with community living, including the risk of COVID-19, when deciding to live in an OSU residential community. The Student acknowledges that OSU is not responsible for any medical or other expenses associated with any damage or injury Student may sustain, and that OSU does not maintain any insurance pertaining to potential illness Student may



develop or damage Student may sustain from living in the OSU residential communities.

- c. The Student agrees to adhere to OSU rules and policies intended to minimize risk of exposure to COVID-19 consistent with public health guidance, including, but not limited to, practicing social distancing, and wearing appropriate face coverings or masks per OSU policy.
  - d. The Student acknowledges their responsibility to keep personal living space in a sanitary condition and to adhere to sanitation standards in shared spaces. OSU HRL staff retain the right to conduct inspections of the living space.
  - e. The Student acknowledges they may be required to submit to symptom checking or COVID-19 testing to access the residential community.
  - f. The Student agrees to disclose to immediately contact University Health Services (405-744-7665) upon notification of positive COVID-19 test status or contact from Oklahoma Department of Health about exposure and instruction to isolate.
  - g. The Student agrees to comply with University and/or public health direction requiring or advising isolation (such as if Student tests or is presumptive positive for COVID-19 or has been in close contact with someone who has tested or is presumptive positive for COVID-19). Isolation may require temporary removal from assigned room, building, or campus. Isolation does not constitute cancellation of the Housing Agreement. OSU reserves the right to make changes in room assignments as necessary due to the pandemic. H. Students are required to comply with all laws, orders, ordinances, policies, regulations, and guidance adopted by OSU or HRL as it relates to COVID-19. This guidance may evolve as circumstances warrant and Students are responsible for continued compliance. HRL may require Student to leave housing in the event the Student's continued presence poses a health or safety risk to the residential community.
- 2. General Terms and Provisions**
- A. The Student acknowledges the University may restrict the full use of spaces and amenities and provide guidelines for safe usage of these spaces.
  - B. Access to and use of community amenities/space may be restricted or limited in capacity (community space, offices, lounges, kitchen, laundry rooms, elevators, etc.)
  - C. The Student acknowledges that Community Mentors (CM) may have limited face to face contact with residents.
  - D. The Student acknowledges the Agreement start and end dates and the length of Agreement may be adjusted to align with the University academic calendar.



- E. The Student acknowledges Student-initiated room change requests may be restricted or limited.
- F. In the event of a conflict between the above Addendum and the original Agreement, this Addendum will apply.

*While the above is intended to provide some detail, there may be additional modifications needed as the year progresses and we track the impact of COVID-19 on our residential community and campus. As always, we will update you with timely information about specific health and safety guidance important for our residential community.*