



# Oklahoma State University

## Lease Agreement

This Residence Hall Contract ("Contract") is a legally binding agreement between me (the "Resident") and Oklahoma State University (the "University") to occupy a University Housing residence hall as determined by the University. The Resident hereby agrees to the following terms and conditions and understands these terms and conditions are subject to change without notice.

The Resident's signature (electronic or wet ink), acknowledgment, or payment of fees or other charges indicate the Resident's acceptance of this Contract. Residents under the age of 18 are required to designate a person, such as a parent or legal guardian, who has the legal authority to make decisions about the Resident's education and living arrangements while pursuing an education ("Proxy"). The Proxy may be held responsible for violations of this Contract while the Resident is under the age of 18.

### 1. Eligibility

By entering into this Contract, the Resident represents they are a student enrolled at the University and/or enrolled at NOC-Stillwater and/or are employed by the University. Additionally, the Resident acknowledges they must remain enrolled as a student or employed by the University to live in the residence halls.

The Resident understands they are required to live in University housing as a first-year student or as a transfer student under the age of 21 with less than 28 hours of college credit. Concurrent enrollment hours do not count toward the 28 hour requirement.

If at any time the Resident is no longer an enrolled student or an employee of the University for any reason, including but not limited to withdrawal, suspension, or expulsion, the Resident must vacate the residence halls within 48 hours of the change in status. The Resident may request approval from the Director of Housing or an authorized representative of University Housing to extend the 48-hour deadline to vacate the residence halls. Any such extension shall be in writing and not exceed 7 days from the Resident's change in status with the University. Failure to timely vacate the residence halls will constitute a breach of this Contract and may result in this Contract being canceled by the University in addition to any other remedies available to the University.

Notwithstanding anything to the contrary, regardless of any other eligibility criteria, any person who is registered or required to register under the Oklahoma Sex Offender Registration Act, the Mary Rippy Violent Crime Offender Registration Act, or another state equivalent shall not be eligible to reside in University housing.

### 2. University's Responsibilities

- 2.1. Nondiscrimination. The University, in compliance with all applicable federal and state laws and regulations, does not and will not discriminate against individuals on the basis of race, color, national origin, sex, sexual orientation, genetic information, gender identity, gender expression,



age, religion, disability, political beliefs, or status as a veteran in any of its policies, practices or procedures. This includes, but is not limited to, admissions, employment, financial aid, and education services.

- 2.2. Under Oklahoma law, the University is not deemed to be a landlord and this Contract does not create a landlord-tenant relationship.

### **3. Your Responsibilities**

- 3.1. The Resident agrees to observe and follow all municipal, state and federal laws and University rules, policies, and regulations.
- 3.2. The Resident must respect the rights of others to use and enjoy University housing and facilities, especially the right of others to access facilities and live in a clean and safe environment free from excessive noise.
- 3.3. The Resident is responsible for the conduct of their guests and/or invitees while they are in University housing and facilities. The Resident must escort their guests and/or invitees at all times while in University housing and facilities. The Resident understands that if their guests and/or invitees violate University policy, the Resident may be deemed to have violated this Contract and held responsible for the conduct of their guests and/or invitees.

### **4. Contract Term**

This Contract becomes effective upon the Resident or Proxy affixing their signature. The term of the Contract is the term selected by the Resident or Proxy in the online Housing Portal.

### **5. Termination of Contract**

This Contract may be canceled by the University for the following: (1) the Resident fails to maintain eligibility as set forth in Section 1 of this Contract; (2) the Resident fails to satisfy financial obligations owed to the University; (3) the Resident breaches this Contract and/or University Housing policies or regulations; and/or (4) as otherwise provided in this Contract. If the University becomes aware the Resident is no longer eligible for University housing, the University may immediately cancel this Contract.

Unless otherwise stated in the Contract, the Resident cannot cancel or be released from this Contract. Should the Resident desire to be released from or to cancel this Contract, a cancellation request must be submitted by the Resident in writing, in person, by e-mail, through the online Housing Portal, or the Admissions office. If seeking cancellation by e-mail, the e-mail must be sent from an e-mail account provided to the Resident from Oklahoma State University ([@okstate.edu](mailto:@okstate.edu)). The Resident is solely responsible for making any cancellation or release requests and for providing any supporting documentation. For more information about housing exemptions, visit [reslife.okstate.edu](http://reslife.okstate.edu).

All approved cancellation requests received by Housing and Residential Life after July 15 for the Fall semester, or after January 5 for a Spring-only contract will result in a late cancellation fee in addition to forfeiture of the housing registration fee.



### **5.1. Termination of Contract Prior to Occupancy**

- The University reserves the right to cancel this Contract if the Resident fails to select a room prior to July 15 for the Fall semester or if reasonable accommodations are offered but rejected by the Resident. In such case, the Resident will not receive a refund of their housing registration fee.
- Fall semester cancellations received by Housing and Residential Life on or before June 1 or by January 5 for a Spring-only contract will receive a partial refund of the housing registration fee.
- Contracts entered into after June 1 for the following term or contracts entered into after January 5 for a Spring-only contract must be canceled within 5 days to receive a partial refund of the housing registration fee.

### **5.2. Termination of Contract After Beginning Occupancy**

- Rent will be assessed at the nightly rate for the number of nights the Resident retained keys to the unit.
- If this Contract is cancelled due to the Resident's withdrawal from the University, the Resident shall forfeit their housing registration fee.
- If the Contract is terminated on or after November 1 for the Fall semester or on or after April 1 for the Spring semester, the Resident will not receive a refund.
- If the Resident terminates this Contract after 3 months of occupancy, the Resident will be charged 2 months' rent based on the rental rate of the unit the Resident resided in for the majority of their residence.
- If the Resident terminates this Contract prior to 3 months of occupancy, the Resident will be assessed a fee equal to 25% of the rental rate in addition to the charge of 2 months' rent.
- If the Resident is evicted due to contractual or policy violation(s) they will be held financially responsible for the remainder of the term of the Contract and must vacate the residence halls within 48 hours. The Resident may request approval from the Director of Housing or an authorized representative of University Housing to extend the 48-hour deadline to vacate the residence halls. Any such extension shall be in writing and not exceed 7 days from the date the Resident's request is received.

## **6. Abandonment**

- 6.1. If the Resident vacates their assigned room without written notification, by e-mail, or in-person to Housing and Residential Life main office before the end of the Contract, the Resident will be held financially responsible for the entire Contract amount. Personal property left behind will be considered abandoned property. The University, in its sole discretion and without further notice, may handle abandoned property in accordance with state law and University policy, and the Resident will be charged additional fees for the removal of abandoned property.



## **7. Room Assignment**

- 7.1. The University reserves the right to manage housing assignments at its sole discretion. Although the University makes every attempt to place residents in the room of their choosing, the Resident hereby acknowledges their understanding that they are not entitled to a housing assignment and their placement in a residence hall is contingent upon available space. The Resident will accept any accommodation assigned to them, including a temporary space. The Resident also understands they should not make other housing arrangements before checking with Housing and Residential Life on the status of their room assignment. The Resident will not allow anyone who has not been assigned to the room by the University to live in their room, and the Resident is not allowed to sublet their housing assignment to another person.
- 7.2. In the event of a national or regional emergency, such as a pandemic, epidemic, disaster, or other circumstances that requires such control, the University reserves the right to manage housing occupancy at its sole discretion. The Resident understands the University may move or reassign them to a different housing unit or make other arrangements as deemed appropriate by the University.
- 7.3. In the event of a student housing shortage as determined by Housing and Residential Life, the University, in its sole discretion, may increase the occupancy assignments as deemed necessary or make other arrangements as deemed appropriate by the University.

## **8. Reassignment/Vacancies**

- 8.1. After occupancy, the Resident may only change rooms with the approval from Housing and Residential Life. If a vacancy occurs in their room, the University may assign another student to their room. Additionally, the University may consolidate vacancies and require the Resident to move to another room.
- 8.2. The University may make assignments and reassignments of space at its sole discretion. The Resident understands their room assignment may be changed by the University at its discretion for any reason, including but not limited to conduct issues, violations of this Contract, resident conflicts, or to make efficient and beneficial use of available space, as determined by the University.

## **9. Property Damage/Loss**

- 9.1. Residents are responsible for the condition of their room assignment until they have properly returned their keys and checked out. The cost of repairs for damage to the room will be estimated and charged to the Resident's OSU Bursar account.
- 9.2. Residents are required to complete a Room Occupancy Checklist (ROC) both upon checking in to their room assignment and checking out of their room assignment. If the Resident fails to complete a ROC in either circumstance, the Resident is presumed to agree with the University's assessment of the condition of their room assignment. As such, the Resident accepts all charges assessed by the University and forfeits their right to dispute any and all charges, including but not limited to damages, cleaning, lock changes, and any resulting fee assessed by the University.



- 9.3. The Resident will be held financially responsible for all damage (including, but not limited to, repair and cleaning costs) to University property attributable to the Resident, including damage by their guests.
- 9.4. Residents are required to report damage as it occurs to prevent escalating damages and/or safety issues. If the damage occurs that is not the result of everyday wear and tear, the University reserves the right to charge for repair services.
  - To request maintenance and repairs
    - Call (405) 744-8510, Monday through Friday from 8:00 am to 5:00 pm
    - Call (405) 744-7154 for after-hours, on weekends, holidays, and during university closure
- 9.5. Residents will not remove or permit the removal of room furnishings without prior approval by the University. Residents will not move furnishings located in public areas or lounges into their room at any time.
- 9.6. Residents are solely responsible for the security of their property. The University is not responsible for theft, damage, or other loss of money, valuables, or other personal property in the residence halls or on University premises. The Resident understands that in order to protect themselves from losses, the University strongly encourages they review their current homeowner's insurance policy or consider purchasing renter's insurance.
- 9.7. Any personal property the Resident leaves in the residence hall or on University premises after termination of this Contract or after properly checking out shall be deemed abandoned property and handled by the University in accordance with state law and University policy. Furthermore, additional fees may be assessed to the Resident for the removal of their abandoned property.

## **10. Financial Obligations**

- 10.1. The Resident will pay the University the applicable rates for the room assigned to them, according to the rate sheet incorporated by reference into this Contract, available at [reslife.okstate.edu](http://reslife.okstate.edu) and/or the Housing and Residential Life office.
- 10.2. Rent will be assessed at the nightly rate for the number of nights the Resident retained keys to their room assignment.
- 10.3. The Resident understands room rates are subject to change and without notice at the approval of the Board of Regents of Oklahoma State University. Any changes will be reflected at [reslife.okstate.edu](http://reslife.okstate.edu).
- 10.4. If the Resident fails to satisfy their financial obligations to the University, the University may, at its sole discretion and in accordance with University policies, elect to take any one of or a combination of the following actions: (a) Cancel this Contract; (b) Withhold services from the Resident, including but not limited to a hold being placed on the Resident's account preventing them from enrollment; (c) Remove the Resident from University residence halls, (d) Deny room assignment or reassignment; and/or (e) Pursue any other remedy available to the University.
- 10.5. Rent, damage, and any other charge imposed by Housing and Residential Life are assessed to the Resident's OSU Bursar account. Payments are to be made to, or at the Bursar's Office. Late payments are subject to a finance charge, as assessed by the Bursar's Office.
- 10.6. Termination of this Contract by either party does not relieve the Resident of their financial obligations unless otherwise stated in writing by the University.



## **11. Rules, Policies, and Regulations**

- 11.1. The Resident agrees and acknowledges it is their responsibility to become aware of and observe all published rules, policies, and regulations affecting their status with the University. Specifically, the Resident agrees to abide by all rules, policies, and regulations outlined at [reslife.okstate.edu](http://reslife.okstate.edu).
- 11.2. The Resident understands that if they violate University and/or Housing policies, create an excessive disturbance for other residents, fail to cooperate with University staff, and/or are deemed to pose a threat to the health and safety of any person, this Contract may be terminated and all applicable housing fees assessed accordingly.
- 11.3. 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 Contract. This information is gathered in order 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 this website: <https://www.ninds.nih.gov/health-information/disorders/meningitis>
- 11.4. The Resident and the Resident's roommate(s) are jointly responsible for the unit and its common areas. This means if there is a violation of this Contract, both Residents can be held responsible.

## **12. Pets and Animals**

- 12.1. Pets are only permitted in the residence halls with prior written authorization from the University. Residents who elect to house a pet in their room assignment will incur additional fees. Only 1 pet is allowed per unit. Should multiple residents in the same unit request a pet, the first resident to complete all necessary paperwork and receive approval from Housing and Residential Life will be allowed to house their pet in the unit. Animals/pets found to cause a community disturbance will require recertification or removal from University housing facilities.
- 12.2. Residents are not allowed to have or temporarily keep animals/pets in any Housing and Residential Life facility. Unapproved animals/pets must be removed immediately, and the Resident will incur an unapproved pet fee along with additional charges as needed to restore the unit to an occupiable state, as determined by Housing and Residential Life.
- 12.3. Service or emotional support animals are welcome in University housing. All necessary paperwork, evaluations, and authorization forms from Student Accessibility Services must be completed and approved by Housing and Residential Life prior to the animal's arrival in the residence halls.
- 12.4. Residents are responsible for the removal of animal/pet waste. Failure to remove waste will result in additional fees. If no resident takes responsibility for an incident, every resident in the area will be subject to additional fees.
- 12.5. The Resident understands the University is not responsible for what happens to any animal/pet on University property or any damages or injuries caused by authorized or unauthorized animals on University property.



- 12.6. It is the Resident's responsibility to adhere to all local laws, city ordinances, and campus policies regarding animals, including but not limited to, leash laws.

### **13. Smoke/Vape Free Campus**

- 13.1. Smoking and the use of all tobacco products are prohibited while on University property.
- 13.2. Because Oklahoma State University receives federal funding, it is required to adhere to the Federal Drug-Free Schools and Communities Act (DFSC). The DFSC requires the University to prohibit the use of illegal drugs on campus. Federal law classifies marijuana as an illegal drug. Oklahoma laws permitting the possession, use, or distribution of marijuana do not change the University's obligation under the DFSC. Accordingly, the Resident may not possess, use, or distribute marijuana on University property, including the Resident's housing assignment and other housing facilities or areas.

### **14. Right to Privacy**

- 14.1. Although the Resident has a limited right to privacy, the University reserves the right to enter any part of the University premises, with or without notice, at any time for reasonable institutional purposes. The University will use its best efforts to provide the Resident with reasonable notice of the time the University will access the Resident's room. Institutional purposes include but are not limited to:
- To provide cleaning and/or pest control
  - To conduct inventory of University property
  - To silence unattended loud alarms, stereos, radios, phones, or other noise-producing devices
  - In case of emergency
  - To search for missing University property
  - To provide maintenance and/or repair work
  - To conduct health and safety inspections
  - In the event there is reason to believe the premises are being used for an illegal purpose or a purpose that violates health or safety regulations or interferes with normal University operations.
  - Law enforcement officials may enter, search and seize evidence in accordance with applicable law.
- 14.2. Family Educational Rights and Privacy Act (FERPA)
- The Resident's name, postal and email addresses, and telephone number are considered public directory information unless a FERPA restriction is placed on this data. If the Resident wishes to restrict some or all of this directory information, the Resident must complete the appropriate forms. For more information, visit [https://registrar.okstate.edu/ferpa/ferpa\\_students.html](https://registrar.okstate.edu/ferpa/ferpa_students.html)





## **15. Choice of Law**

The Resident and/or Proxy voluntarily agrees to release, discharge, indemnify, and hold harmless the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and Oklahoma State University, and their 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.

Oklahoma State University does not waive its sovereign immunity by entering into this Contract and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

This Contract shall be governed by the laws of the State of Oklahoma. Any proceeding or suit arising from or incident to this Contract shall be filed in Payne County, Oklahoma, or the United States District Court for the Western District of Oklahoma, the federal court with jurisdiction over Payne County, Oklahoma.

The University is not required to pursue every violation of this Contract. The University's decision not to or failure to pursue any violation of this Contract is not a waiver of the University's right to subsequently insist on performance or pursue any remedy allowed by this Contract or by law.

## **16. Attorney's Fees**

The Resident and/or their Proxy, if the Resident is under 18 years of age, shall be responsible for reasonable attorney's fees and costs incurred by the University in an action to enforce or in defense of this Contract.

## **17. Integration**

All material referenced herein, including attachments, amendments, documents, forms, and the resident information and selections in the online Housing Portal, are an integral and binding part of this Contract and constitute the parties' entire agreement regarding the subject matter.

## **18. Community Health and Precautions**

The Resident acknowledges the inherent and elevated risks associated with living in a community environment such as the Oklahoma State University residence halls and neighborhoods and the Resident's shared obligation to prioritize health precautions for the benefit of the entire community.

The Resident acknowledges it is their responsibility to keep personal living space in a sanitary condition and to adhere to sanitation standards in shared spaces.

The Resident agrees to comply with University and/or public health directions requiring or advising isolation for mitigating contagious diseases.





## **19. Correspondence and Communications**

All notices, correspondence, and other communications required under this Contract will be made to the Resident's "@okstate.edu" e-mail account. The Resident is responsible for monitoring this e-mail account and all information the University sends to the Resident using this account. The Resident's failure to do so will not excuse missed action on University business. The Resident should use this account for conducting all University-related business.