

CONDITIONS OF CONTRACT

Effective with Spring 2017 On-Campus Housing Contracts

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

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 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 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 \$200 application fee, payable in advance, for a housing contract. Customers that contract for fall housing, check in during August and remain in housing through the following February, are eligible to receive a \$100 housing credit to be applied on their OSU bursar account. Primary residents of Family and Graduate Student Housing will be eligible for the \$100 credit if they begin occupancy any time between June 1 and August 31 and remain as primary the following February.
- E. Rent, damage, and other miscellaneous 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 as long as the key to the facility has been checked out to them. Any facility damage repairs will be estimated and charged to the resident's OSU bursar account. Residents are encouraged to complete a Room Occupancy Checklist (ROC) upon checking in and again upon checking out in order to verify existing conditions. Further, residents are encouraged to report damage as it occurs in order to prevent escalating damages and/or safety issues.

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.

TERMINATION OF CONTRACT

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

Contract Termination Prior to the Beginning of Occupancy

- a. 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 credit/refund of \$100 from the \$200 application fee.
- b. Any contract entered into after May 1 for the following term (January 5th for a spring-only term) will receive a \$100 credit/refund of the \$200 application fee if said contract is canceled within five (5) days of paying the application fee. If not canceled within five (5) days of paying the application fee, then the student is not eligible for any refund.

- c. 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 entire \$200 application fee.
- d. 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 \$100 cancellation fee. A \$250 late cancellation fee will also be assessed if said contract is canceled after July 15th.
- e. Housing and Residential Life reserves the right to cancel a contract if the student fails to select a room prior to August 1st.

Example 1: Student contracts for housing on February 5th for the following fall term. Student cancels contract on April 27th. Student will receive a \$100 refund of the application fee.

Example 2: Student contracts for housing on February 5th for the following fall term. Student cancels contract on July 23rd. Student will not receive any refund of the application fee and will be charged a \$250 late cancellation 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 \$100 refund of the application fee.

Contract Termination On or After Beginning of Occupancy will be subject to the following charges:

- a. A prorated charge based on the daily rate and the number of days the unit was occupied.
- b. 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.
- b. Forfeiture of any application fee paid (note: this applies to contracts entered into prior to November, 2016).
- c. Residents who cancel due to withdrawal from the University will forfeit any application fee and may be eligible for a prorated refund based on the daily rate and the number of days remaining in the academic semester.
- d. Contracts terminated in less than three months following the date of occupancy will be assessed an additional 25% of the prorated rent charge.

Furniture Accommodation Fee - If an apartment has been furnished or unfurnished to specifically accommodate a person's request and he/she chooses not to move in to FGSH, the person will be assessed a \$100 furniture accommodation fee.

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 72 hours' notice.

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.
- 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: http://www.ninds.nih.gov/disorders/encephalitis_meningitis/encephalitis_meningitis.htm.

- 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 resident's decision not to be immunized against meningitis.