

OKLAHOMA STATE UNIVERSITY-OKMULGEE

HOUSING CONTRACT - FAMILY

TERMS AND CONDITIONS

The following Terms and Conditions of Occupancy are a part of the Housing Contract and are binding on the Resident and the University. Alteration of this contract is not permitted. THIS CONTRACT IS NOT TRANSFERABLE.

1. TERMS OF OCCUPANCY AND ASSIGNMENT OF SPACE WITHIN UNIVERSITY HOUSING – Residing in University-owned Housing is considered a fundamental part of the student's education. Therefore, such residency is only a license to occupy and use resident apartment space for limited purposes and is not a lease of University property. This contract is for space in University apartments at OSU-Okmulgee for a period of (2) two semesters and not for space in a specific apartment. Assignment to a specific apartment will be made based on availability. Space will be held for the Resident until the first day of classes for the semester or for three days following the acceptance of the contract during the semester an apartment is offered. Failure to accept a key and take occupancy constitutes default on the contract and applicable penalties and forfeitures will apply.

2. RATES & PAYMENTS – The deposit of \$500.00 and completed contract is due prior to an apartment assignment. The amount of room and board to be paid by the student is determined by the "Room and Board Rates" sheet, which is incorporated into this contract by reference. Room/Board rates are subject to change at the direction of the Board of Regents.

- A. All charges are due by the first day of class of each semester. A late payment penalty of 1% per month will be assessed on delinquent accounts. Housing payments and deposits may be made at the Business Office or online at www.osu-okmulgee.edu/web4students.
- B. All contracts accepted after the first day of the semester may be prorated.
- C. The student agrees and understands that failure to make a payment under the conditions of this contract and in accordance with student housing policies and regulations may result in a "hold" on the student's official University records and the loss of the privilege of living in OSU-Okmulgee housing. Balance due will not be forgiven if student is required to move due to failure to pay. All accounts must be clear before a student will be allowed to enroll for a subsequent semester.
- D. The University reserves the right to charge for room transfers, if at a student's request.
- E. Students who will be enrolling in an internship program must notify the Residential Life office to receive the internship rates.

3. TERMINATION OF CONTRACT – Subject to the conditions set out below, the student may terminate this contract.

- A. Contract termination prior to student's occupancy of apartment.
 1. FULL REFUND: The student's deposit and any Room/Board payment will be refunded, if notice is received in writing in the OSU-Okmulgee Residential Office at least two weeks prior to the start of the semester and if all of the terms of the contract have been met.
 2. PARTIAL REFUND: Notice of termination of the contract when received in writing in the OSU-Okmulgee Residential Office after two weeks prior to the first day of classes will result in the forfeiture of deposit; any payment of Room/Board will be refunded.
 3. Student has until the first day of classes to officially check into the residence hall or contact the Residential Life office to make arrangements for late check-in. The maximum allowable grace period for late check-in is three calendar days after the first day of classes. If check-in is not completed during this period, or the student cancels enrollment the first week from OSU-Okmulgee, then the contract is considered terminated by the student and the student will be charged \$350.00. In addition, the student will also be required to pay a contract buy-out charge of \$100.00 for the second semester of the contract period, and the \$500.00 deposit will be forfeited.
- B. Contract termination after the student has received an apartment key or occupied the room. Once the student has received a key to occupy the apartment, this contract may be terminated with the following stipulations:
 1. If the student terminates the contract during the first semester of the two-semester contract, he/she will be charged the Room and Board rate for the remainder of the semester and will be charged the Room rate for the second semester of the Contract Period and will forfeit deposit of \$500.00. The University reserves the right to charge a contract buy-out charge of \$600.00 for the second semester of the contract period and will forfeit deposit of \$500.00.
 2. If a student is required by the University to move off campus due to lack of academic progress, academic suspension, or disciplinary sanctions during the two-semester contract, that will be considered termination of the contract by the student. The student will be charged the Room and Board rate for the remainder of the semester. The student will be charged a buy-out contract charge of \$600.00 and will forfeit deposit of \$500.00.
 3. If a student is required by the University to move off campus due to lack of academic progress, academic suspension, or disciplinary sanctions after the second semester, that will be considered termination of the contract by the student. The student will be charged the Room and Board rate for the remainder of the semester. If the student checks out properly, he/she will be refunded the initial deposit. If the student doesn't check out properly, the student will forfeit the deposit and could possibly incur other charges.
 4. The student agrees to check out of the apartment properly by returning the apartment key and having the apartment inspected by a Residential Life staff member.
 5. If a student withdraws during a semester, he/she will move out of the apartment by checking out properly the same day as the withdraw. The student will be charged the Room and Board rate for the remainder of the semester and is assessed a buy-out contract charge of up to \$600.00 and forfeiture of the deposit if the two-semester contract has not been fulfilled.
 6. Deposits will be refunded if the apartment is left clean, no damages other than normal wear and tear have occurred, all contract obligations are met, and all outstanding debts are cleared with the Business Office. All deposits will be refunded 6-8 weeks after move out. If you still have an outstanding balance on your account, your deposit will be applied to that amount.

I have read the above and agree to all terms. _____ (PLEASE INITIAL)

4. ROOM RESERVATION FORM – This is a mandatory form that must be filled out every semester for Residential Life to meet the ever changing needs of students. The room reservation form is also used as an informational tool during a student's first two semesters and as an addendum to the contract for subsequent semesters.

1. The student agrees to complete a room reservation form EVERY SEMESTER whether they are continuing, canceling, interning or graduating.
2. Students, who change their Room Reservation status two weeks prior to the first day of classes, will forfeit their deposit. Forfeiture of deposit will not be waived in the event of a student being academically suspended from OSU-Okmulgee.
3. If a student does not fill out a room reservation form, the student may not receive their preferred space and will be assigned an available space. Students will be assigned to available housing space, regardless of cost.

5. ENTRY INTO AN APARTMENT BY UNIVERSITY OFFICIALS – The University reserves the right for authorized University personnel to enter any apartment without consent to perform necessary maintenance and service or inventory of University property, for purposes of inspection with regard to health or safety, to verify occupancy, to correct problems within the room which are disturbing other residents, or if either probable cause and/or an emergency situation are believed to exist. University personnel are also authorized to enter an apartment to ensure that proper closedown procedures have been followed. The University also reserves the right to make periodic room checks for health and safety hazards.

6. RULES AND REGULATIONS – The student agrees, as a condition of this contract, to comply with all OSU-Okmulgee and Residential Life rules, regulations, and policies incorporated herein by reference, or that are amended or enacted during the term of this contract. The student agrees to assume responsibility for the cost of repairing any damage done to his/her room or public area beyond normal wear and tear. If the student, by his/her actions violates OSU-Okmulgee and Residential Life regulations, creates undue disturbances for other residents, or unreasonably withholds her/her cooperation from other students or University staff, he/she may be subject to disciplinary action up to and including dismissal from the residence halls and possibly OSU-Okmulgee. The student may be required to move within 24 hours notice if the University determines that the continued residency of the student will pose a danger to the life, limb, health or general well-being of the students, employees and guests.

7. SEVERABILITY – If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

8. INCORPORATION OF RULES AND REGULATIONS – Rules and regulations appearing in the most recent issues of the OSU-Okmulgee Student Handbook, Residential Life Handbook, and the Students Rights and Responsibilities Governing Student Behavior are made part of this contract. In the even of a conflict between the rules and regulations appearing in the Residential Life Handbook and this contract, the provisions of the Residential Life Handbook shall take precedence and govern. However, the Students Rights and Responsibilities Governing Student Behavior will always take precedence and govern over any other publication.

9. LIMITATIONS OF LIABILITY/INSURANCE – Although precautions are taken to maintain adequate security, the University does not assume any legal obligation to pay for injury to the student (including death) or loss or damage to items of personal property that occurs in its buildings or on its grounds prior to, during or subsequent to the period of the contract. The student and/or his/her parents or legal guardian are strongly encouraged to carry appropriate insurance that covers such losses.

10. ABANDONED PROPERTY – Items left in the apartment by a vacating Resident will be removed at the Resident's expense. The vacating Resident will be sent written notice to the first address listed on this contract and given 30 days thereafter to claim the items. If no response is received with the 30-day deadline, the University will dispose of these items in accordance with the applicable University policy.

11. SOLICITING – No soliciting is permitted in Family Housing without special permission. Occupants are requested to ask all solicitors to show their permits, which must be signed by the Director of Student Life. If the solicitor cannot show the permit, the solicitor is not authorized to be in the housing area and you should notify the Student Life Office or, if after regular office hours, notify Campus Police by dialing the Operator.

12. RESIDENT RESPONSIBILITIES – All apartments are to be occupied only by the registered Resident, Resident's spouse, and/or natural or legally adopted dependent child (ren). A resident cannot have more than two children and be more than 12 years of age. If a resident's family status changes then the resident will be required to move off campus. No additional person may occupy the apartment. Evidence of eligibility for University Apartments, which may include copies of marriage certificates, divorce, adoption, custody, or other papers need to be available when the contract is submitted. Such copies will become part of the Resident's housing files.

1. Apartments may not be subcontracted or "loaned" at any time.
2. Any furniture, fixtures, and appliances provided by the University will not be removed from the apartment, relocated to another apartment, or stored outside of the apartment or off campus. Missing furniture or other items will be charged to the Resident when the apartment is vacated.
3. No construction, alteration, repair, painting or refinishing to the apartment or its equipment, either inside or outside is permitted. Use of scotch tape, plastic foam back picture hangers, nails, screws, and/or contact paper on walls, woodwork, or cabinets of the apartment is prohibited. The resident will be held responsible for any damage.
4. No firearms or weapons of any type, including BB guns, or fireworks shall be kept or fired within or adjacent to the dwelling or housing area. Possessing firearms is a violation of federal and state law and violators may be subject to legal action and/or University sanctions.
5. A contractor will provide Pest control for the University. Mandatory treatment of apartments will be scheduled with at least 3 days notice by the Residential Life Office. Refusal to allow treatment for pests may be cause for termination of the Resident's contract or disciplinary action.
6. Pianos, organs, or waterbeds are not allowed in the apartments.

I have read the above and agree to all terms. _____ (PLEASE INITIAL)