ELIGIBILITY

The University’s residence facilities are primarily intended for occupancy by its registered students. A student may be eligible for University residence privileges if the student is a full-time or part-time registered student as determined by the University Registrar and has settled their account as determined by the University Bursar. Both registration and settlement of the account must be completed in accordance with established policies and procedures. A student shall be ineligible for residence privileges if the student is withdrawn officially or unofficially, suspended, or expelled from the University. A student must be classified as a part-time or full-time student, which means a course load of at least 6 hours a semester at the University of Central Oklahoma (UCO) as defined by Federal Financial Aid policy, in order to continue to be eligible for UCO residence hall privileges.

TERM

The term of this Agreement shall begin on January 8, 2021, and shall continue until no later than 5:00 pm CST May 7, 2021, subject to campus closure during Winter Break as described below or in response to a public health emergency. Due to social distancing protocols recommended by public health agencies, UCO Housing & Residential Engagement will designate staggered move-in windows during which the student will be permitted to move into their designated housing unit. University residence privileges under this Agreement include UCO Thanksgiving Break and Spring Break periods. Winter Break and summer sessions are not included in this Agreement and must be contracted separately. Additional charges will apply for University residence privileges during these periods.

CONTRACT TERMS

Legally Binding: This document becomes a legally binding contract when accepted and subscribed by UCO Housing & Residential Engagement. This will normally occur upon receipt of the signed contract. In the event of a shortage of space, temporary on and off campus accommodations may be assigned at the discretion of the Department of Housing & Residential Engagement.

Contract Alterations or Omissions: Alterations of this contract shall have no force and effect unless approved in writing by UCO Housing & Residential Engagement and do not release the undersigned from the conditions of the contract. This includes, but is not limited to, failure to respond to all questions on the profile and contract, as well as failure to identify a meal plan where a meal plan is required.

Insurance Responsibilities and Damages: Subject to the provisions of applicable law, the University shall not be liable directly or indirectly for personal injury, loss, and/or damage to personal property of a resident, guarantor, legal guardian, or guest caused by fire, theft, or any other cause, whether such personal injury, loss, or damage occurs in a residence facility or elsewhere on or off the University campus. Every resident is encouraged to obtain/carry adequate personal property insurance and health insurance. The resident and guarantor expressly authorize the University to receive and sign for all personal property and goods delivered to the student’s residence accommodation or facility.

As licensees, residents shall indemnify and hold the University harmless from all loss, damage, or liability to any person arising from any nuisance made or suffered in or around the residence accommodation or facility by the resident or guest, or from any carelessness, negligence, or improper conduct of such resident or guest. Residents are responsible for any damages that occur in their assigned room or hall. Person(s) responsible for damages in the room(s) or public areas will be billed for the cost of repair/replacement. If damage occurs in common areas, and the individual(s) responsible cannot be identified, the floor, wing or hall community may be charged for replacement, repair or cleaning.

Rates and Payments: The amounts residents are to pay shall be determined by the “Housing & Residential Engagement Rate Sheet” which is incorporated into this contract by reference. Rates are subject to change at the direction of the Board of the Regional University System of Oklahoma (RUSO). Contract amounts will be prorated on contracts with start dates after the second Friday of classes. Students living in all housing options, with the exception of University Commons, are required to purchase a meal plan option. In addition to Housing & Residential Engagement charges, the student will be liable for payment of other fees (“Other Fees”) including the following:
• Mail Services Fee: a non-refundable fee charged each semester by UCO for a required campus mailbox and the related services.

• Housing Activity Fee: a non-refundable fee charged each semester for programming and activities in the residence halls.

• Other Fees: fees the University may impose from time to time in conformity with University rules and policies.

• Room Reservation Fee: a non-refundable fee charged when a student books a room with UCO Housing.

• Additional charges will apply for move in prior to the beginning of the Term or move out after the end of the Term described above with the prior written consent of UCO Housing & Residential Engagement

**Entry Into Room: The University reserves the right to enter resident’s room at any time that a health, safety, maintenance, and/ or damage inspection of the premises is warranted, or as deemed necessary for an institutional-purpose search. As outlined in the UCO code of conduct, VII. I. 1. e., alterations to any furniture, including but not limited to removal of safety features, is prohibited and subject to disciplinary action and/or monetary fines.**

**Notices/Communications:** By signing this Agreement the undersigned agrees to receive notices of housing reservations, changes, housing facility information, emergency notices and other UCO campus information via telephone or text message to the telephone number provided in your application for housing. The undersigned further grants UCO, or any third party with whom UCO has contracted to provide services and/or products on its behalf, consent to contact them via the telephone number you provide UCO.

**Foreclosure:** In the event that a third party shall take possession of the University Suites either as the result of a foreclosure or any other transfer in lieu of foreclosure by a third party, the student shall agree to such third party as its landlord under this Housing & Residential Engagement Contract, and the Housing & Residential Engagement Contract will be recognized as a direct Housing & Residential Engagement Contract from such third party to the student.

**Behavior:** Provisions regarding student conduct and appropriate behavior are published in the Code of Student Conduct or through appropriately designated University publications and are incorporated into this contract by reference.

**Animals:** Animals are not permitted in University housing buildings with the exception of service and emotional support animals which have been registered and approved by DSS in advance. Fish contained in a ten-gallon tank are permitted in resident rooms.

**Tobacco:** Use of tobacco, electronic cigarettes, and vaping devices on all properties and facilities of the University of Central Oklahoma, regardless of campus or location, is prohibited.

**Controlled Substances:** Unlawful use, sale, possession, manufacturing, cultivation, distribution or being under the influence of any federally controlled substances (illicit drugs including marijuana), in any form, or drug paraphernalia, on University owned or controlled properties, including University Housing, University vehicles, any recognized student organization housing, or University sponsored activities, including all student organization activities, is prohibited. Furthermore, individuals with Medical Marijuana Registry cards are not permitted to use or distribute medical marijuana on campus. Intentionally or recklessly inhaling or ingesting substances (e.g. nitrous oxide, glue, paint, etc.) that will alter a student’s mental state is also prohibited.

**Photography Release:** The student grants to University permission to: record Student’s appearance on videotape, audiotape, film, photograph or any other medium, whether now known or hereafter conceived or created (collectively, “Recordings”); use Student’s name, likeness, voice and biographical material in connection with such Recordings; exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any legal purpose; including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such Recordings in its own name or to publish, to market and to license or assign rights in such Recordings without consideration, compensation, accounting or report to Student.

**COVID-19 ACKNOWLEDGEMENT**

The undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in Oklahoma. At the present time, there is no vaccine for COVID-19. In accordance with the most
recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, the Oklahoma State Department of Health and the Oklahoma City-County Health Department (“Public Health Authorities”), for slowing the transmission of COVID-19, Student hereby agrees, represents and warrants that he/she will abide by fourteen (14) day quarantine requirements after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and student agrees that he/she is aware of this list and the areas listed. Student further agrees, represents and warrants that he/she will abide by public health agency recommendations to self-quarantine if the student (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected, diagnosed or confirmed case of COVID-19. Student shall notify UCO Housing & Engagement immediately if he/she believes that any of the foregoing access or use restrictions may apply.

The undersigned further acknowledges that UCO has taken certain steps to implement recommended guidance and protocols issued by Public Health Authorities for slowing the transmission of COVID-19, including, without limitation, the access and use restrictions described above, a requirement to wear face coverings or masks, limitations on the number of participants in certain areas including classrooms and buildings, and social distancing requirements. While acknowledging that these restrictions and other precautionary measures may or may not be effective in mitigating the spread of COVID-19, Student agrees to comply with such restrictions and precautionary measures at all times during my participation in the Activity. Student further acknowledges and agrees that UCO may revise its procedures, including without limitation, suspension or cancellation of use of UCO facilities and/or the Activity, at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and student further agrees to comply with UCO’s revised procedures as a condition of his/her continued occupancy in UCO student housing. Student further acknowledges and agrees that due to the nature of communal housing, social distancing of 6 feet per person may not be possible at all times. Student fully understands and appreciates both the known and potential dangers of university housing and acknowledges that their occupancy in UCO housing may, despite, UCO’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

**OCCUPANCY AND ROOM CHANGE**

**Assignment:** When the Room Reservation Fee is billed AND this contract is received, accommodations will be conditionally reserved based upon availability. Temporary accommodations on and off campus may be assigned at the discretion of UCO Housing & Residential Engagement. Nothing in this agreement gives residents any rights in a particular room, building or roommate. Residents with special needs based on disability or who have other support needs should make those needs known to the Housing Office and Disability Support Services so that appropriate accommodations may be made. Residents who feel concern over their housing assignment due to their sexual or gender identity may contact the Housing Office to have a confidential consultation about additional housing options.

**Administrative Room Changes:** Housing & Residential Engagement reserves the right to relocate a resident to another room or residence hall for any reason. Situations leading to relocation include, but are not limited to, facility repairs, health concerns, including without limitation, room changes required to quarantine individuals exposed to, tested positive for, diagnosed with, or demonstrating symptoms of COVID-19, conduct sanctioning and room consolidation. Students may also be relocated if the Assistant Director of Residence Life determines it is in the best interest of the community. As outlined in the UCO Code of Conduct, III. R., Housing & Residential Engagement also has the right to terminate a student’s contract, expel or temporarily suspend a student from Housing during the investigative or sanctioning portion of the student conduct process.

**Consolidation:** The University of Central Oklahoma reserves the right to consolidate vacancies by reassignment or adjusting the occupancy of a room to maximize the use of space. Further, the University may take such action as is necessary to control the use of rooms in the event of an epidemic, disaster or other conditions that appear to warrant such control. Failure to comply with room reassignment could result in a single room charge.

**Room Transfers/Changes:** Residents are assigned a room through the Housing & Residential Engagement Office and must obtain written authorization from an authorized Housing & Residential Engagement Staff member before they can transfer to another room. The student may be responsible for payment of a room change fee for room changes made at the request of the student. Provided, however, during periods of a public health emergency including, without limitation the COVID-19 emergency, requests for room transfers and/or changes will be subject to availability and may be denied as...
necessary to comply with public health agency recommendations of quarantine and social distancing.

**Occupancy/Sublet:** Assigned living space cannot be sublet under any circumstances. The resident may, however, find a replacement as specified under the Termination of Contract section.

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**FINANCIAL RESPONSIBILITY**

This agreement obligates the signor to full payment of the financial obligations as indicated in the “Housing & Residential Engagement Rate Sheet,” which is incorporated into this contract by reference. Failure to satisfy the financial obligations accrued under this contract may result in denial of permission to enroll and/or issuance of transcripts pursuant to UCO rules and regulations governing the imposition of these sanctions as well as the placing of liens on any eligible accounts as determined by state and local laws. Failure to meet financial obligations may result in a student being denied access to his/her living accommodations and termination of this contract. Refunds will be governed by the Terms and Conditions of the contract as specified under the Termination of Contract section.

**Financial Aid:** The University reserves the right to automatically apply financial aid funds to housing contract balances. If the financial aid applied to room and board charges is insufficient to cover the total contracted cost, it is the resident’s responsibility to ensure that your account is current and paid in full. Failure of the University to automatically apply available financial aid does not relieve the resident of financial responsibility.

**Notice:** Charges for the University Commons and University Suites are classified as non-institutional charges. Federal Financial Aid regulations require that student permission be granted before financial aid money is used to pay non-institutional charges. Completing and signing the housing contract supersedes any written or other communication to the Financial Aid Office regarding the use of financial aid to pay for housing charges related to University Commons and University Suites.

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**MEAL PLAN SPECIFIC TERMS**

Residents of Murdaugh Hall, The Quad, University Suites, or West Hall are required to choose a Residential Meal Plan. University Commons residents may choose from Residential or Commuter-Only meal plans, if a plan is desired. Dining Dollars associated with a meal plan are added to the patron’s dining account at the start of each semester for which a plan has been purchased. Dining Dollars are nonrefundable. Dining Dollars remaining at the end of Fall semester will be carried over to the Spring semester, provided another plan containing Dining Dollars is in place at the beginning of the Spring semester. Dining Dollars remaining at the end of the Spring semester will be forfeited. Meals do not carry over from semester to semester. A plan must be purchased for each semester.

**Meal Plan Changes:** Each Fall and Spring semester, changes may be made to meal plans through the second Friday after classes begin. No changes for the current semester will be accepted after the second Friday of the semester. Students moving between traditional university residences and Commons after the first two weeks of school may change their meal plan within 14 days of room assignment notification. For students in traditional housing, changes to the Fall semester meal plan will also change the Spring semester plan.

**Charges For Plans Purchased After The Start Of The Semester:** Purchase price of Meals per Week plans initially contracted after the second Friday of classes of a semester will be prorated based on the value of the base (cost minus Dining Dollars) at the time of purchase. Dining Dollars attributable to the plan will not be pro-rated (patron will be charged for and receive the full value of Dining Dollars associated with their plan on their meal plan account). The purchase price of Block plans and Commuter-Only plans are not pro-rated.

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**TERMINATION OF CONTRACT**

**Right To Terminate:** The University reserves the right to terminate this contract at any time, including prior to move-in date, if the Department of Housing & Residential Engagement determines that the continued residency of the student would pose a danger to life, health, or the general wellbeing of the residential community. Violation of the terms of the
contract requiring termination by the University will result in contract cancellation, with 100% of the value of the contract charged to the resident upon cancellation, and the resident may be required to move upon notice. Certain conditions may also be imposed on residents who have violated policies of the University in lieu of termination of the contract. Conditions can include, but are not limited to, community service and counseling. The University assumes no liability for violations of University policies where the University is unaware of said violations. If you are placed on academic or disciplinary suspension by the University of Central Oklahoma, you will be responsible for the cancellation terms of this contract.

**Enrollment:** If residents are not classified as a part-time or full-time student by 14 days prior to the start of a semester, the University may, at its discretion, terminate this contract and charge the resident’s account according to the cancellation terms below.

**Check-in:** If the resident does not check into their assigned space by the first Friday of class of the first semester, the University may, at its discretion, terminate this contract and charge the resident’s account according to the cancellation terms included below.

**CERTIFICATION OF MENINGOCOCCAL COMPLIANCE**

Oklahoma Statutes, Title 70 §3243, requires that all students who are first time enrollees in any public or private postsecondary educational institution in this state and who reside in on-campus student housing shall be vaccinated against meningococcal disease or choose not to be vaccinated. A) The undersigned has received and reviewed detailed information on the risks associated with meningococcal disease, and B) The undersigned has received and reviewed information on the availability and effectiveness of any vaccine (against meningococcal disease), and C) The undersigned has been vaccinated OR The undersigned chooses not to be vaccinated* against meningococcal disease.

*By executing this contract, the undersigned voluntarily agrees to release, discharge, indemnify, and hold harmless the University of Central Oklahoma, 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 the undersigned’s decision not to be immunized against meningitis.

**MOVE OUT PROCEDURES**

All students are responsible for following move out procedures as outlined by the Housing & Residential Engagement cancellation form. Not following these procedures may result in additional fees. All abandoned property will be held for 30 days from checkout. After 30 days all unclaimed items will be donated to charity.

**Cancellation:**

1) If the resident is accepted at the University and terminates this contract, the resident will be subject to the following conditions:

**JUNE 30 AND PRIOR:**

- Owe the $100 room reservation fee

**JULY 1 AND PRIOR TO RECEIVING ROOM KEY:**

- Owe the $100 room reservation fee
- Be charged a $250 cancellation fee
  - For spring only contract, $125 cancellation fee and $100 room reservation fee if on/after January 1

**AFTER INITIAL RECEIPT OF ROOM KEY AT THE BEGINNING OF THE CONTRACT TERM:**

- Owe any per day costs, and;
- Be responsible for 50%** of the remaining value of the contract, which includes Fall and Spring semesters, plus non-refundable fees.
**If the resident refers another student who signs a new Housing contract for the room space they are vacating, they will be responsible for 25% of the remaining value of the contract, which includes the Fall and Spring semesters. The replacement student must be eligible to live in University Housing as outlined in these Terms and Conditions, and must not currently reside in, or be on the waiting list for, University Housing.**

2) If the resident graduates from UCO, and follows housing notification processes, during the term of this contract, the 50% does not apply.

3) If the resident withdraws from the University:

   **DURING THE FIRST TWO WEEKS OF THE FIRST SEMESTER OF THE ACADEMIC YEAR:**
   - Owe a $250 cancellation fee, and per day costs, and non-refundable fees listed within the Terms and Conditions.

   **IF THE RESIDENT WITHDRAWS AT ANY OTHER TIME DURING THE TERM OF THIS CONTRACT:**
   - Be responsible for any per day costs plus 50%** of the remaining value of the contract, which includes both Fall and Spring semesters.

   **If the resident refers another student who signs a new Housing contract for the room space they are vacating, they will be responsible for 25% of the remaining value of the contract, which includes the Fall and Spring semesters. The replacement student must be eligible to live in University Housing as outlined in these Terms and Conditions, and must not currently reside in, or be on the waiting list for, University Housing.**

4) If the resident never enrolls at the University during the first semester of their contract period, they will be subject to the following conditions:

   **PRIOR TO RECEIVING ROOM KEY:**
   - Owe the $100 room reservation fee, plus a $250 cancellation fee.

   **AFTER INITIAL RECEIPT OF ROOM KEY:**
   - Owe $250 cancellation fee, any per day costs, and non-refundable fees listed within the Terms and Conditions.

5) No refunds will be given for meal plan or housing cancellations during the last 2 weeks of the semester.

**Meal Plan Cancellations:** Future semester meal plans will be refunded at 100% (includes Dining Dollars). Plans must be canceled prior to the meal plan start date, which corresponds to the first move-in date offered by University residences. Current semester meal plans canceled after the meal plan start date will be refunded at 50% of the remaining value of the base, which is the plan cost minus Dining Dollars. Dining Dollars are non-refundable. **Students currently living in Murdaugh Hall, The Quad, University Suites, and West Hall may not cancel their meal plan contracts.**

**Note:** Residents must complete a cancellation form. The 50% of the remaining value of the contract will be calculated from the date when an official and proper checkout has been completed with a member of the Housing & Residential Engagement staff and room keys are returned. For meal plans, the remaining value is determined by the number of meal plans days in the semester to the number of days remaining at the time of cancellation or by the total meals provided in a block plan to the number of meals remaining, whichever is less.
CONTRACT SIGNATURE
By signing below, the undersigned indicates that they have read and agreed to the terms and conditions of the Spring Only, 2020-2021 Housing & Residential Engagement Contract.

Signature: ________________________________________________   Date Signed: ________________

Parent/Guardian Signature: ________________________________   Date Signed: ________________

Student’s First & Last Name: ________________________________________________________________

Student Banner ID Number: ________________________________________________________________

Cell Phone:________________________________________________________

Building Preference: _________________________________________________

Room Type Preference: _________________________________________________

Meal Plan Preference: _________________________________________________