ELIGIBILITY

To be eligible to complete this contract, the applicant must be actively pursuing admission to the University of Central Oklahoma. At the time of residence in University Housing, defined as receipt of key, an individual must be classified as a full-time student, which means a course load of 12 hours a semester, at the University of Central Oklahoma (UCO) as defined by Federal Financial Aid policy.

Contract Timeline: This contract covers the time period where school is in session during both the Fall and Spring semesters for the 2019-2020 Academic Year. The dates of the contract are August 10, 2019 starting at 9am CST through May 8, 2020 ending at 5pm CST. Thanksgiving Break and Spring Break periods are included in this contract; however, Winter Break and summer sessions must be contracted separately, and additional charges will apply.

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 or omissions of this contract are not recognized by UCO Housing & Residential Engagement and do not release you 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: Although precautions are taken to maintain the facilities and adequate security, the University does not carry property insurance. The student and his/her parent or legal guardian are strongly encouraged to carry appropriate insurance, including renter’s insurance, to cover any loss of personal property. 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 you are to pay and the due dates for payment 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”) as described in the university Housing & Residential Engagement Handbook, 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.

Entry Into Room: The University reserves the right to enter your 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.

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.

Pets: Emotional support animals are permitted. They must be registered and approved by DSS.
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.

Marijuana: Unlawful use, sale, possession, manufacturing, cultivation, being under the influence of or distribution 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.

**OCCUPANCY AND ROOM CHANGE**

**Assignment:** When the Room Reservation Fee AND this contract are received, accommodations will be conditionally reserved based upon availability. Temporary accommodations on and off campus may be assigned at the discretion of the Department of Housing & Residential Engagement. Although the contract process allows you to choose a room, you are contracting for on-campus housing accommodations, NOT for a particular room, building or roommate. Your assigned living space cannot be sublet under any circumstances. The resident may, however, find a replacement as specified under the Termination of Contract section. Residents with special needs based on disability or who have other support needs should make those needs known to the Housing Office 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. Situations leading to relocation include, but are not limited to, facility repairs, health and safety concerns, 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 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.

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

**FINANCIAL RESPONSIBILITY**

This agreement obligates the signor to full payment of the financial obligations as indicated in the “Housing & Residential Engagement Rate Sheet” and the “Payment and Information 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 your housing contract balance. If the financial aid applied to your room and board charges is insufficient to cover your total contract, it is your 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 you of your 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.

**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. Flex 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. Flex Dollars are nonrefundable. Flex Dollars remaining at the end of Fall semester will be carried over to the Spring semester, provided another plan containing Flex is in place at the beginning of the Spring semester. Flex 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 Flex) at the time of purchase. Flex attributable to the plan will not be pro-rated (patron will be charged for and receive the full value of Flex Dollars associated with their plan on their meal plan account). The purchase price of Block plans and Commuter-Only plans are not pro-rated.

**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 you are not classified as a full-time student by 14 days prior to the start of a semester, the University may, at its discretion, terminate this contract and charge your account according to the cancellation terms below.

**Check-in:** If you do not check into your assigned space by the first Friday of class of the first semester, the University may, at its discretion, terminate this contract and charge your 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) I have received and reviewed detailed information on the risks associated with meningococcal disease, and B) I have received and reviewed information on the availability and effectiveness of any vaccine (against meningococcal disease), and C) I have been vaccinated OR I choose not to be vaccinated* against meningococcal disease.

*By executing this contract, I voluntarily agree 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 my 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.
Cancellation:

1) If you are accepted at the University and terminate this contract you will be subject to the following conditions:

   **JUNE 30 AND PRIOR:**
   - You will owe the $100 room reservation fee

   **JULY 1 AND PRIOR TO RECEIVING ROOM KEY:**
   - You will owe the $100 room reservation fee
   - You will be charged a $250 cancellation fee
   - For spring only contract, $125 cancellation fee and $100 room reservation fee

   **AFTER INITIAL RECEIPT OF ROOM KEY AT THE BEGINNING OF THE CONTRACT TERM:**
   - You will owe any per day costs, and;
   - You will be responsible for 50%** of the remaining value of the contract, which includes Fall and Spring semesters, plus non-refundable fees.

   **If you refer another student who signs a new Housing contract for the room space you are vacating, you 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 you graduate from UCO, and follow housing notification processes, during the term of this contract, the 50% does not apply.

3) If you withdraw from the University:

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

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

   **If you refer another student who signs a new Housing contract for the room space you are vacating, you 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 you never enroll at the University during the first semester of your contract period, you will be subject to the following conditions:

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

   **AFTER INITIAL RECEIPT OF ROOM KEY:**
   - You will 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 Flex). 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 flex. Flex 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.