

Terms and Conditions of the Housing and Food Services 2021-2022 Academic Year Contract

These Terms and Conditions constitute the Housing and Food Services Housing Contract (“Contract”) between You (also referred to as Resident) and the Board of Regents of the University of Oklahoma (“University”). You are responsible for reading and understanding this Contract, the policies and procedures identified on the University Housing and Food Services website (<https://www.ou.edu/housingandfood>), and other housing-related materials distributed or provided to You. Failure to read or understand this information does not excuse You from complying with this Contract.

Your signature (electronic or wet ink), acknowledgement, or payment of fees or other charges indicate Your acceptance of this Contract.

1. Definitions.

- 1.1. “Community Living Guidelines” means the policies and information adopted by the University for Residence Halls, Residential Colleges, Traditions Square Apartments, and Cross Village which is incorporated by reference.
- 1.2. “Student” means First-Year Students and Upper-Class Students.
- 1.3. “First-Year Student” means incoming students not exempted from the University’s on-campus living requirements.
- 1.4. “Upper-Class Student” means any student that is not a First-Year Student.
- 1.5. “You” or “Your” means the student or eligible individual under 2.2 below, and parents or legal guardians, if the student or eligible individual is not 18 years old.
- 1.6. “Residence Hall(s)” means the following University-Housing facilities:
 - 1.6.1. Adams Center
 - 1.6.2. Couch Center
 - 1.6.3. Cross Village
 - 1.6.4. David L. Boren Hall
 - 1.6.5. Dunham Residential College, sometimes referred to as Residential College
 - 1.6.6. Headington Residential College, sometimes referred to as Residential College
 - 1.6.7. Headington Hall
 - 1.6.8. Walker Center
- 1.7. “Traditions Square Apartments” means OU Traditions Square East and OU Traditions Square West (both “Traditions”), which are limited to Upper-Class Students or other eligible individuals.
- 1.8. “Unit” is the room or apartment that You are assigned by the University.

2. Who Can Live in University Housing? Only eligible individuals are permitted to reside in University Housing. Eligible individuals are:

- 2.1. Students enrolled in or participating in classes, courses, or other programs at the University of Oklahoma's Norman Campus;
 - 2.1.1. For this Contract, a student must be enrolled in and attending at least twelve (12) undergraduate hours or six (6) graduate hours for credit each semester on the Norman Campus.
- 2.2. Individuals participating in a University sponsored program or approved activity where the University has agreed to provide housing or make it available. Individuals eligible under this provision are required to maintain and satisfy the requirements for participating in the University sponsored program or approved activity.
- 2.3. Individuals determined to be eligible by Housing's Executive Director of Housing and Residence Life.

3. University's Responsibilities

- 3.1. Nondiscrimination. The University, in compliance with all applicable federal and state laws and regulations, will not discriminate against You or others 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 educational services.
- 3.2. Under Oklahoma law, the University is not a landlord and this Contract does not create a landlord-tenant relationship.
- 3.3. The University will provide you with a Unit (based on availability) in which you may reside subject to the terms and conditions set out in this Contract.
- 3.4. The University provides maintenance and repairs to the Unit. From time to time, certain other improvements may be necessary. Maintenance, repairs, or improvements to the Unit may occur while You are occupying the Unit, and in some cases can require relocation.
 - 3.4.1. More information concerning maintenance and repairs is located at https://www.ou.edu/housingandfood/residence_halls/maintenance and in the Community Living Guidelines.
 - 3.4.2. Any maintenance or repair requests You make constitute permission to enter the Unit.

4. Your Responsibilities

- 4.1. You agree to observe and follow the Community Living Guidelines for the community in which Your Unit is located.

- 4.2. You must respect other's rights to use and enjoy University Housing and facilities, especially their right to access facilities and live in clean and safe environments free from excessive noise.
 - 4.3. You, assigned roommates, and permitted guests are the only individuals permitted to occupy the Unit. You cannot sublease or license any part of the Unit or other areas to another person.
 - 4.4. You understand this Contract is a binding, legal obligation and that you will honor its terms, including making all payments for housing, food services, and other charges as set forth in the Contract.
 - 4.5. You are responsible for the conduct of Your guests and invitees while they are in the Unit and other housing and food service facilities. You must always escort them. You understand that if Your guest or invitee violates University policy, You may be in violation of this Contract and can be held responsible for their conduct.
 - 4.6. You may use the Unit and all common areas only for residential purposes. You are prohibited from conducting business or commercial activity.
- 5. What Are the Rates?** Estimated rates for Your Unit are published on the Housing and Food Services website at <https://www.ou.edu/housingandfood>. Final rates are published at the same location once the rates are approved by the Board of Regents of the University of Oklahoma, but no later than thirty (30) days before classes begin. The final rates published on this website are incorporated by reference. You are responsible for paying the rates and all other charges for Your Unit. You should check this website periodically to find the final rate for your Unit.
- 6. How and When do You make Payments?** Your Bursar statement reflects the rates and other charges You owe. Any payments You make will also appear on Your Bursar statement. You should periodically review Your Bursar statement to ensure it accurately reflects any payments You make.
- 6.1.1. Due Dates. You are required to make all payments when they become due. Payment is due 30 days after the charge is posted to Your Bursar statement. If You live in the *Residence Halls or Residential Colleges*, You must pay by the semester. If You live in *Traditions*, You may pay either monthly or semesterly. You may not request to switch from semester billing to monthly billing after You make a payment.
 - 6.1.2. The University reserves the right to modify or change the due dates for payment by providing You with at least five (5) days' written notice.

6.2. Financial Aid. If You are receiving financial aid, payments will be deducted from Your financial aid at the sum necessary to pay the entire semester rate. If Your financial aid is insufficient to cover the charges, You are still responsible for the unpaid portion. Anticipated receipt of financial aid does not relieve You from payment deadlines.

7. What happens if I do not pay housing and meal charges? The University understands that life events happen, and these events sometimes put You in the position of deciding whether to return home or pay housing costs. If You experience a catastrophic event or significant emergency, please contact the Executive Director of Housing and Residence Life, or their designee, to discuss Your specific circumstances.

7.1. Late & Service Charges. University service charges can be assessed for outstanding balances. Each service charge will be identified on Your Bursar statement and is immediately due and payable as of the date the charge is assessed.

7.2. Failure to Pay and Delinquent Accounts. If You fail to pay timely or Your account becomes delinquent, in addition to other rights the University has under this Contract, the University may:

7.2.1. Refer Your account to the University Collections Department or an external agency. In such event, You will be responsible for any collection or agency fees (which may be based on a percentage of the delinquent balance, not to exceed 40%), costs of collections, and reasonable attorney's fees.

7.2.2. Initiate legal action to recover possession of the Unit, all outstanding charges, property damage (if any), and any other fees or costs to which it is entitled under Oklahoma law.

8. You are required to follow laws and University policies. As a condition of residency in Your Unit, You agree to follow state and federal laws and University policies, including, but not limited to, the Student Code, the Academic Code, the Housing Policy, and Community Living Guides, public, health, fire, and safety policies and orders, and other applicable policies as implemented by the University, including any amendments to the foregoing.

9. Can I request specific rooms and roommates? Unit assignments are based on Your needs and preferences, roommate selection, availability, priority, and other criteria. Although the University makes every attempt to place You in the room of Your choosing, Your choice may not be available.

9.1. Room Assignments.

9.1.1. If You are a First-Year Student, You will not receive a room assignment until You complete the Enrollment Deposit and make the necessary payments. You will be given

an opportunity to identify Your community preferences when You are completing the online housing and meal plan Contract process.

9.1.2. If You are an Upper-Class Student and You want to stay in the same Unit for the following academic year, You must complete this Contract by March 1. If the University reserves the Unit for You, You must vacate it during the summer unless You have a summer housing contract.

9.2. Single Rooms and Single Occupants. The University has several single-occupant rooms in the Residence Halls. You may request a single room.

9.2.1. If Your Unit is a double-occupancy room and You are paying the double-occupancy rate:

9.2.1.1. You may be asked to move to another room or be assigned a roommate unless You agree to pay the single-occupancy room rate.

9.2.1.2. Once You elect the single-occupancy rate, You cannot revert to the double-occupancy rate for the remainder of the academic semester, except as provided herein.

9.2.1.3. During emergencies, the University reserves the right to temporarily assign You a roommate during the emergency period. In such cases, You will be charged the double-occupancy rate.

9.3. Failure to receive Your requested room or preferred community is not a basis for terminating or cancelling this Contract.

9.4. Roommates. You have the option to request specific roommates or have a roommate assigned.

9.4.1. *Selecting a Roommate.* All roommate requests must be mutual. Both You and Your preferred roommate must identify each other's full name and OU Sooner ID number. There is no guarantee the University can fulfill each roommate request. If Your preferred roommate does not complete their Contract in a close time frame to Your Contract completion, You may receive an assignment with a student other than your preferred roommate.

9.4.2. *No Roommate Selected.* If You do not identify a preferred roommate, the University matches roommates based on response to questions You answered during the online housing and meal plan Contract process.

10. I have special needs or living requirements. If You require a reasonable accommodation because of a medical condition, religious need, or have other special housing needs, please contact the Housing Office, which will address Your concerns or direct You to the appropriate University office.

11. Can I change my room assignment? You can request a room assignment change by completing the required form located at <https://link.ou.edu/myhousingandfood>. There is no guarantee, nor is there a requirement, the University will grant your request. If Your request is granted, You may be assessed processing or administrative charges, which will be reflected on Your Bursar statement.

11.1. Room changes will not be granted during the first two weeks and last two weeks of each semester unless circumstances require or justify the change.

11.2. You may not change rooms with another individual without the written permission of the Executive Director of Housing and Residence Life.

11.3. The University reserves the right to reassign You to a different room and to charge You the rate for the newly assigned room.

12. What should I do about my belongings? The University is not responsible for the loss or damage to any of Your personal belongings or property regardless of the cause. You are encouraged to obtain renters or other insurance coverage to protect against damages or loss.

13. What do I need to do for parking? This Contract does not permit You to park a vehicle on University property. If You have a vehicle, You must obtain the appropriate parking permit from Parking & Transportation Services (<https://www.ou.edu/parking>). If You have the appropriate parking permit, You cannot park inoperable vehicles in any University parking area. All inoperable vehicles will be impounded at Your expense if the vehicle is not removed or repaired within thirty (30) days.

14. What happens if I break something in my Unit? You are responsible for all damages to Your unit, furniture, and fixtures, including a prorated share of damage to the Unit's common areas. You are not responsible for damages to Unit, furniture, and other fixtures resulting from ordinary use, wear, and tear.

14.1. Cleaning. You and Your roommates are also expected to keep the Unit, including Unit common areas, reasonably clean, neat, and uncluttered. If the University determines the state of the Unit, or the Unit common areas, may create a health, safety, or pest concern, the University reserves the right to clean the Unit and common areas to its satisfaction. In such event, You will be charged a \$250 Cleaning Fee, or in the case of common area a prorated portion of that fee.

15. Can I have a pet in the Unit? Pets are not permitted in University Housing unless specifically authorized. Pets include, but are not limited to, dogs, cats, fowl, or other domesticated or exotic animal. If You live in Traditions, this restriction excludes fish in a glass tank no larger than 30

gallons. You must notify the community coordinator before installing the tank and are responsible for any damages.

16. I have an Oklahoma license to use or possess marijuana. Am I permitted to keep it in my Unit? Because the University receives federal funds, 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 still 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, You may not possess, use, or distribute marijuana in University property, including Your unit and other housing facilities or areas. If You obtain a Medical Marijuana Patient License because of a documented medical condition or as authorized by Oklahoma law, please contact the Director of Housing.

17. What happens if a tornado or other disaster makes my Unit unavailable or uninhabitable? If your Unit is damaged, unavailable, or made uninhabitable because of unforeseen circumstances beyond each Your or the University's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities, this Contract is terminated at no cost or expense to You or the University. Notwithstanding anything to the contrary, this Contract is not terminable under this paragraph if the University offers or provides an alternative room or living arrangements within 90 days of the unforeseen event's occurrence.

18. Do I need to pay for utilities? The University provides gas, water, internet access, telephones, sewage, trash/recycling, and electricity to the Unit. (Please note that not all University facilities have gas or telephones). Costs for these utilities are included in the room rates. The University does not guarantee an uninterrupted supply of or access to utilities and will use its best efforts to restore utilities following an interruption. The University is not responsible for any damages or losses (including to Your electronic devices or equipment) caused by a utility interruption or outage, regardless of the cause. The University is not obligated to provide any utilities not already installed or connected to the Unit.

19. Can the University enter my Unit? Although You have a limited right of privacy in Your Unit, the University reserves the right to enter the Unit in cases of an emergency, for maintenance, repairs, and inspections, to perform pest control, cleaning, safety and health inspections, welfare checks, as authorized by another occupant, to retrieve University property, or when a University official has reasonable grounds to believe that You, another occupant, guest, or invitee is or may be violating a University policy or the law. If the University needs access to the Unit for

maintenance, to make repairs, or to perform pest control, the University will use its best efforts to provide You with reasonable notice of the time the University will access Your Unit and what it will be performing.

20. Am I permitted to film or take photographs in the Unit or on campus? You are not prohibited from taking pictures or making audio or visual recordings for personal, non-commercial purposes.

20.1. You are, however, prohibited from taking pictures or making audio or visual recordings of the Unit or University property for commercial purposes unless You receive the University's express written permission.

20.2. Some rooms overlook sporting venues like the Gaylord Family Oklahoma Memorial Stadium or are located near other facilities hosting football games, athletic contests, team practices, concerts, and other public and private events ("Events"). Many of these Events are copyright protected and the unauthorized audio or visual recordings or pictures of these Events may subject the University, You, room occupants, or Your guests to civil penalty or fine. Individual occupants, guests, or other invitees are prohibited from (i) making unauthorized audio and visual recordings of Events by any means and (ii) distributing, disseminating, or otherwise publishing recordings, descriptions, or accounts of the Events. Any violation of this provision constitutes a breach of Contract and may result in further disciplinary action under applicable University policies. Some rooms are equipped with translucent window screening, allowing sun and ambient light through. This screening does, however, limit visibility, particularly the use of cameras and other recording devices.

21. Am I required to have a meal plan? If You are a First-Year Student, You are required to have a Meal Plan. If You are an Upper-Class Student You are not required to select a Meal Plan unless You live in the Residential Colleges.

21.1. Students select their Meal Plan during the online housing and meal plan Contract process.

21.2. Meal Plan charges are based on Your selection and will be reflected on Your Bursar statement.

21.3. Meals and Meal Plan Points are applied to Your Sooner Card at the beginning of each semester.

21.4. Unused Meals are forfeited on the last day of each meal period based on the meal plan type (per week or per semester) and unused Meal Plan Points are forfeited the Friday of finals week of the Spring semester. You may not transfer Meal or Meal Plan Points and the University will not refund You for any unused Meals or Meal Plan points.

21.5. You can make changes to Your Meal Plan during the 3rd and 4th week of each semester. If You change Your plan, the University may assess processing or other administrative fees, which will be reflected on Your Bursar statement.

21.6. If You cancel Your Meal Plan, You will be charged a \$250 administrative fee and the daily rate of the meal plan for each day You used or were able to use the meal plan.

21.7. The University is not responsible for Meals or Meal Points spent on a lost or stolen Sooner Card credential if the Resident has not reported their Sooner Card credential as lost or stolen. Residents can log into Sooner Card Online to check account balances, see transaction history or report a Sooner Card credential as lost or stolen. Sooner Card credentials may also be reported as lost or stolen by contacting the Sooner Card Office in person and replacement cards are available for a fee.

22. How long does this Contract last? This Contract covers the academic year. The beginning and end dates of the academic year are posted on the University's academic calendar [<https://www.ou.edu/registrar/academic-calendars>]. The University will announce the date when You are able to move into Your Unit.

23. Can I live in the Unit over the Summer Break? You must enter a separate or supplemental contract to stay in University Housing over the Summer Break. Some rooms are unavailable, so there is no guarantee that You will be assigned to the Unit during this time.

24. Can I stay in the Unit over holidays or other University breaks? Except as otherwise required, You are permitted to stay in the Unit over holidays and University breaks during the academic year. However, some University services, access to campus dining options, and other facilities may be reduced, restricted, or unavailable during these periods.

25. What do I need to do before moving out of the Unit? Regardless of the reason, when You move out of the Unit, You are required to ensure the Unit, including Unit common areas, furniture, and fixtures, are in as good a condition as they were when You moved in (absent ordinary wear and tear), the Unit and common areas are clean and sanitary, and all Your personal belongings and property are removed.

25.1. You must follow and complete all check-out forms and policies and vacate the Unit within 48-hours.

25.2. If the University is required to clean the Unit after You move out, You will be charged a \$250 Cleaning Fee, or in the case of common area a prorated portion of that fee. You may also be charged for any required or necessary repairs.

25.3. Any personal property or belongings remaining in the Unit or its common areas for more than thirty (30) days after you move out will be deemed abandoned. The University is not responsible for any loss or damage to Your belongings or personal property after You move out. You may be charged for storage, removal, or destruction of abandoned property. The University reserves the right to dispose of abandoned property, including, but not limited to, keeping, selling, donating, or destroying the property. The University reserves the right to retain the proceeds from any property disposal.

26. How do I cancel or get a release from the Contract? This is a legal, binding agreement. Unless otherwise stated in the Contract, You cannot cancel or be released from this Contract unless You completely withdraw from classes, get married during the academic year, graduate, or are released by the Executive Director of Housing and Residence Life, or their designee. You are responsible for making any cancellation or release requests and providing supporting documentation.

26.1. Any request for cancellation or release must be in writing and sent to the Housing Office via email at housinginfo@ou.edu or U.S. mail or delivery at 1406 Asp Avenue, Rm. 126, Norman, OK 73019-6091.

26.2. Release by the Executive Director. You may seek a release from the Executive Director at any time, for any reason. The Executive Director will only grant a release from this Contract for emergencies or other extenuating circumstance, which are determined on a case-by-case basis. The Executive Director may request that You provide documentation to support Your release. There is no guarantee that the Executive Director will grant Your request or convene a meeting in such a time to review Your request to meet Your timeline. The Executive Director's decision is binding, and You do not have an opportunity to appeal this decision. If the Executive Director grants You a release, the Executive Director may waive all or part of any housing or food-related payment or fee required under this Contract.

26.3. Cancellation Before Move-In. Notwithstanding anything to the contrary, You are permitted to cancel this Contract by satisfying the below conditions. The University reserves the right to keep any deposits or other advanced payments You make.

26.3.1. You have not moved into or occupied the Unit; and

26.3.2. If You are an Upper-Class Student, You provided a notice of cancellation within seven (7) days of executing this Contract but no later than August 1 for the fall or January 1 if You are applying for a spring-only contract.

27. What happens if I violated this Contract? If You violate this Contract, the University can terminate it or take other action against You, including temporarily or permanently removing You from the Unit, prohibiting You from registering from housing in the future, charging and collecting fines permitted in the Contract, the Community Living Guides, or other University policy, referring You to Student Conduct, or exercising any other rights or remedies outlined in

this Contract or allowed by law. The University may also terminate this Contract if You do not move into to the Unit or otherwise abandon the Unit, You make any false statements or misrepresentations on Your Housing Contract, or the University determines You do or may pose a threat to other residents, University property, or the University community or You received a Direct Administrative Action requiring Your removal from the University campus.

27.1. Upon notice of termination, the University reserves the right to commence legal proceedings or other authorized steps to remove You from the Unit, recover any amount You may owe under this Contract, and any other steps required to protect the University community and property. If the University is required to commence legal proceedings to recover any amount due under this Contract, the University is entitled to recover attorney fees and costs where authorized by law.

27.2. You have the right to appeal the decision to terminate this Contract by making a request to the Executive Director of Housing and Residence Life except where You receive a Direct Administrative Action.

28. Do I owe anything if I am released from the Contract or it is terminated? Your release from this Contract or its termination does not relieve you of Your Payment obligations unless stated in writing by the University otherwise. If You are released from this Contract or it is terminated, You are required to pay:

28.1. The prorated nightly rate for room and board for each night You occupied or were able to occupy the Unit (the minimum number of calendar days to be used for the calculation of the prorated nightly rate for room and board shall not be less than fourteen [14] nights). If You withdraw during the final two weeks of a semester You will not receive a refund;

28.2. A Contract Administrative Fee of twenty-five percent (25%) of the remaining housing Contract;

28.3. A Housing Administrative Fee in the amount of \$250 if You are a First-Year Student or \$500 if You are an Upper-Class Student; and

28.4. If applicable, a \$250 Meal Plan Administrative Fee; and

28.5. Any other rates, fees, or other charges due and owing at the time of termination and allowed under this Contract.

29. Is there anything else I should know about this Contract?

29.1. You and Your roommates are jointly responsible for the Unit and its common areas. This means if there is violation of this Contract, You can both be held responsible.

- 29.2. From time to time, the University may be required to amend, modify, or change this Contract or University policies. These amendments, modifications, or changes are hereby incorporated into this Contract and You agree to be bound to them.
- 29.3. Your name, postal and email address, and telephone number are considered public directory information, unless a FERPA restriction is placed on this data. If You wish to restrict some or all this directory information You must complete the appropriate forms.
- 29.4. 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 law.
- 29.5. You are permitted to use the University's networks and information technology systems, subject to all applicable laws and University policies. The University is not an Internet Service Provider.
- 29.6. All notices, correspondence, and other communications required under this Contract will be made to Your "ou.edu" email account. You are responsible for checking this email account and all information the University sends to You using this account. Failure to check Your account or forwarding emails to another account is not an excuse for missed action on University business. You should also use this account for conducting all University-related business.