Exhibit 1
Terms and Conditions of the Housing and Food Services Freshman and Upperclass Contract Agreement 2011-2012

This document and those referred to within it constitute the University of Oklahoma (hereafter referred to as the University) Housing and Food Services Freshman and Upperclass Contract Agreement 2011-2012.

Notice of cancellation must be in writing (a letter signed by the student or email from the contracted student’s OU e-mail account) to the Housing and Food Services Office, 1406 Asp Avenue, Rm. 126, Norman, OK 73019-6091, and must be received before the cancellation date of May 1. Failure to cancel by this date will result in forfeiture of your $190 advance payment. Students who sign a contract for the academic year who cancel their housing contract prior to May 1 will be refunded their paid advance payment. Students planning to enroll for the spring semester only who cancel their contract prior to Nov. 1 will be refunded their paid advance payment. Cancellations received after the above stated cancellation deadlines will result in forfeiture of the entire advance payment. If the advance payment is deferred due to financial aid, and the cancellation is received after stated deadlines, the deferred amount will be charged to your student account. Students who fail to cancel prior to the start of their entering semester are responsible for all fees and must comply with the Terms and Conditions as stated in the Residence Hall Contract. A written cancellation received after these dates does not guarantee release from the Housing and Food Services Contract. Cancellation requests must be submitted in writing to Housing and Food Services. All meal plans include an up-front $175 per semester administrative fee. The University will not refund this fee even if students are released from the meal plan or cancel their housing contract after the first day of meal plan activation. Meal plans will be prorated at a daily rate for students who withdraw from the University or successfully petition to drop their meal plan.
Payment Procedure:

Payment shall be made in accordance with one of the payment plans set forth in the contract or in compliance with an irregular rate if approved by the Director of Housing and Food Services. All housing and food related charges will be billed by the semester. Students who are receiving financial aid will have the student’s housing charges deducted from the student’s aid the sum necessary to pay the Housing and Food Services bill for the semester. In the event housing will be paid in part or in full by scholarships, bank/school loans or grants, rent will be charged by the semester. Students shall fully pay room and board payments when due. A penalty of twenty-five ($25) plus standard University service charges, shall be assessed for any late payment. Anticipated receipt of financial aid does not relieve student from payment deadlines. Failure to make timely payments may result in denial of housing and denial of future registration until the amounts are fully paid, including damages owed. Should student fail to make a room and board payment, as set forth in this contract, then the University has the right to bring court action against the student for possession of the property, recovery of the room and board payment (together with any additional property damages) plus court costs and attorney fees. No refunds will be issued for denial of housing. Payments are due as outlined above even though the student may not receive a statement. Checks should be made payable to the University of Oklahoma and should include the Sooner I.D. number and place of residence. A service charge will be placed on all returned checks, which constitute late payment.

Future Contracts:
The University reserves the right to refuse future contracts to any residents for whom the University is required to commence court action or for whom it expends any costs in order to obligate the Student in fulfilling their duties under this contract. The University reserves the right to refuse future contracts to any resident whose contract has been terminated by the University.

University Holidays and Periods:
This contract does not include payment of room and board meals during winter break. Limited housing may be available during winter break at an additional fee, which is due prior to the break.

Inspection of Premises:
The University reserves the right to enter rooms at any time in case of emergency. The University further reserves the right to enter the premises at all reasonable times, upon giving reasonable notice to the student for the purpose of inspecting the premises and to retrieve University property located therein without authorization, or to perform necessary repairs, alterations, improvements, or maintenance, including to abate insects, rodents, or other hazards to provide for the safety and well-being of residents, staff and the University community.

Personal Property:
The University cannot assume responsibility for the loss or damage to any of the student’s personal property for any cause, whatsoever. Students are encouraged to carry appropriate insurance to cover such losses. Students shall not park inoperable vehicles in the residence hall parking area. All inoperable vehicles will be impounded at the owner’s expense if not removed or repaired within thirty (30) days. Student shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within their room or on University property, including parking lots and vehicles in parking lots.

Pets:
Pets are not permitted. Student shall not keep or allow any dog, cat, fowl, or other animal or pet in the room or the premises adjacent thereto, or in any area owned or controlled by the University.

Limitation of Liability:
The University agrees to use reasonable care in furnishing utilities, provided that the University shall not be responsible to furnish utilities in an emergency situation (including, but without limitations, heating, air conditioning, water, gas, electricity, and sewer and garbage service), and the obligation of the student under this contract shall not be affected by the failure of the University to provide utilities, nor shall any claim accrue by reason thereof.

Room Changes and Consolidation:
The University reserves the right to change room or center assignment and to charge the prevailing rate for the new assignment. Room changes normally will not be made during the first two weeks of each semester. Room change requests must be approved by the appropriate Center Coordinator; however, room change request forms are available from an RA or at each Center office. Room changes will be granted, if possible, but students may not change rooms without the permission of Housing and Food Services.

Meal Card:
The OU OneCard serves as the meal card. The OU OneCard is non-transferable. If the card is lost or stolen, a temporary pass can be obtained from the Housing and Food Services office, Walker Center, room 126, or in each center office. Replacement cards are made at the OneCard office at the Oklahoma Memorial Union for a fee.

Always remember that the official means of communication for the University is your OU e-mail address. Should Housing and Food Services need to contact you, your primary method of contact will be your OU e-mail address as well.

Meal Plans:
Meal charges and services on the students’ meal contract will start with breakfast on the first day of freshman move-in for fall and for spring. Couch Restaurants (the cafeteria) offers three meals a day, Monday through Thursday, two meals on Friday, and one meal on Sunday. Meal plans are for fall, spring, and summer semesters. Upperclass students do not have to purchase a meal plan; however, meal plans are available as an optional purchase. Enhanced meal plans are also available at an additional cost.

Single Rooms:
Single rooms are available, for upperclass or freshman students, only upon request. Assignment of housing and Food Services is at its sole discretion. Students who occupy a single room and are paying the double room rate may be asked to consolidate into a double occupancy room, unless they agree to pay the single room rate. Students who wish to consolidate shall do so immediately. Anticipated original assignment of the student, whose room is to be changed, is to the part of Housing and Food Services to grant a single room request will not be grounds for termination of the contract. In the event of an emergency, a student’s temporary assignment to a roommate assignment will be charged a double rate instead of a single rate for the affected period. Students wishing to reclassify their room as a single will be billed at the single rate and will not be permitted to revert to the double occupancy rate to assignments reclassified as single occupants at the student’s request.

Contract:
The contract is binding upon execution, provided, and only if, the student is enrolled full-time in classes at the University of Oklahoma during the contract period. Audit courses, correspondence courses (Independent Study), CLEP, Advanced Standing, Intersession, and courses taken at other schools which are taught on the Norman campus, do not count toward enrollment status requirements. A release from its terms can be obtained only under the following circumstances:

- Complete withdrawal from the University of Oklahoma
- Marriage during the contract period when the student will be living with his/her spouse
- Complete withdrawal from the remainder of the school year
- Graduation
- Other circumstances permitted by the Housing and Food Services release committee for documented conditions of emergency.

Any release granted for any reason other than complete withdrawal from classes, marriage, or graduation may require the student to purchase 25 percent of the remaining value of the contract. The student agrees to pay all amounts due, including any damages to the room/his/her room and his/her pro-rated share of common area damage. In order for roommates to be matched accordingly based on mutual requests submitted on OU residence hall contracts, all roommates must list preferred roommates’ full legal names and OU Student ID numbers. Housing and Food Services will process assignments in June. Priority assignment date is determined by Enrollment Commitment status. If your preferred roommate does not complete their contracts in a close timeframe to your contract completion/priority assignment date at the time Housing and Food Services begins assigning, you may receive an assignment with a student other than your preferred roommate. Please refer to Room changes section for room change information.