A $30 non-refundable application fee, and a two-hundred dollar ($200.00) deposit is due upon signing of the OU Traditions Square Contract. One- hundred dollars ($100.00) of this deposit is non-refundable and will be returned to the student at the end of the student’s contract period (see next section regarding Status of Resident). In order for roommates to be matched according to mutual requests submitted on OU Traditions Square contracts, all roommates must list preferred roommates’ full legal names and OU ID numbers. We will do our best to accommodate mutual requests. Students requesting the same apartment and room must agree to any student whose contract has been terminated by the University.

Pets: Pets are not permitted. Students shall not keep or allow any dog, cat, fowl, or other animal or pet in the unit or the premises adjacent thereto, or in any area owned or controlled by the University, for any amount of time, excluding fish, which are permissible in up to a 30 gallon tank. Please notify the community manager if you do have a fish tank.

Limitation of Liability: The University agrees to use reasonable care in furnishing utilities, provided that the University reserves the right to furnish utilities in an emergency situation (including, but not limited to, 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 Consolidations: The University reserves the right to change bedroom or unit assignments and to charge the prevailing rate for the new assignment. Changes can be made at any time during the contract period (see next section regarding Status of Resident). In order for roommates to be matched according to mutual requests submitted on OU Traditions Square contracts, all roommates must list preferred roommates’ full legal names and OU ID numbers. We will do our best to accommodate mutual requests. Students requesting the same apartment and room must agree to any student whose contract has been terminated by the University.

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 contracted 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 OU Traditions Square and its residents, staff and the University community.

Procedure Upon Termination: Should a release from the contract be given, charges will continue until the student executes the proper procedures, including completion of the contract release form obtained from the OU Traditions Square clubhouse, has approval from the area coordinator, and vacates and removes his or her belongings from the unit within a reasonable period of time.

Surrender of Possession: Upon the termination of this contract for any reason, the student shall immediately surrender possession of the unit to the University. If the student refuses or fails to immediately surrender possession, the University shall have the right to enter the contracted premises without prior notice or 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 OU Traditions Square and its residents, staff and the University community. Students enrolled at HSC must provide proof of enrollment each semester. 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.

Future Contracts: The University reserves the right to refuse future contracts to any student 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 student whose contract has been terminated by the University.

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. Student shall not park inoperable vehicles in the OU Traditions Square parking area. Students are responsible for ensuring that inoperable vehicles are impounded at owner's expense if not removed or repaired in 30 days. Student shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within their unit or on OU Traditions Square property, including parking lots and vehicles in parking lots.

Inspection of Premises: The University reserves the right to inspect the unit at any time during the term of the contract, by expiration or otherwise, surrender the premises in as good a condition as they are on the commencement date of this contract with normal wear and tear expected. The student will be charged the additional cost of repairs. Failure of the University to provide utilities, nor shall any claim accrue by reason thereof.

Surrender of Possession: Upon the termination of this contract for any reason, the student shall immediately surrender possession of the unit to the University. If the student refuses or fails to immediately surrender possession, the University shall have the right to enter the contracted premises at all reasonable times, upon giving reasonable notice to the student for the purpose of retrieving 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 OU Traditions Square and its residents, staff and the University community.

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OU Traditions Square residents shall comply with all applicable city, county, state and federal laws and regulations, and all rules and regulations of the University of Oklahoma, The University of Oklahoma Student Code, and including rules and regulations that specifically apply to OU Traditions Square as indicated in the OU Traditions Square Community Living Guide. The unit shall be used for residential purposes only by the student and no business or commercial activity shall be permitted. Students are responsible for all damages to their rooms and their pro-rate share of common areas. Residency when the student is not currently enrolled (such as summer, move-in periods, and other university breaks) is a privilege contingent upon student’s agreement to abide by all university regulations. Students found to be in violation of any university regulation regardless of enrollment status will be subject to appropriate sanctions, including but not limited to payment of damages and removal, as appropriate.

Use Restriction:

Violation of the Terms of the Contract or of the University of Oklahoma Student Code: The University retains the right to terminate this agreement upon violation of its terms or when it is in the best interests of the student and/or the University as determined by Housing and Food Services. This contract can also be terminated upon violation of any provisions of the University of Oklahoma Student Code if such violation places in jeopardy the safety, property of residents or of the University. The student may appeal this decision through Housing and Food Services.

Cancellation Dates and Policies

Notice of cancellation must be made in writing (i.e. a signed letter or email from the contracted student’s OU email account) and received by May 1 for fall, March 1 for summer, and Nov. 1 for spring, to Housing and Food Services, 1406 Asp Avenue, Room 126, Norman, OK 73019-6091. Failure to cancel by this date will result in forfeiture of your $200 deposit. • Students who sign a contract for the 9-month academic year, or summer who cancel prior to the deadline will be refunded $100 of their deposit. • $100 of the total deposit is non-refundable. • Students who fail to cancel prior to May 1 are liable for all charges for housing and/or food for their contract period. A written cancellation received after the specified move-in date on the student’s contract does not guarantee release from the OU Traditions Square contract. Cancellation requests received after the start of the entering semester must be submitted to the OU Traditions Square Area Coordinator along with a Release Request Form. • 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 their meal plan. Meal plans will be prorated at a daily rate for students that withdraw from the University, or successfully petition to drop their meal plan. • Students who sign this contract will be required to live in OU Traditions Square if they attend the University of Oklahoma unless they are released by the OU Traditions Square area manager for an emergency or extenuating circumstances. 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 stated in the OU Traditions Square contract.

This University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, 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.

Exhibit 1
Terms and Conditions of the OU Traditions Square Contract Agreement 2011-2012

This document and those referred to within it constitute the University of Oklahoma (hereafter referred to as the University) OU Traditions Square Contract.

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