



# HOUSING AND FOOD SERVICES

*The UNIVERSITY of OKLAHOMA*

## Exhibit 1

### Terms and Conditions of the Housing and Food Services OU Traditions Square 2020-2021 Academic Year Contract

This document and the policies combined within it constitute part of the Housing and Food Services Traditions Square Contract (herein Contract or Agreement) between the Board of Regents of the University of Oklahoma (University) with its residents (Residents) and may be modified from time to time at the discretion of the University.

The University, in compliance with all applicable federal and state laws and regulations, does not discriminate 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.

#### **PAYMENT PROCEDURE (NON-EXCHANGE STUDENT):**

A \$50 non-refundable Online Contract Fee is due prior to the signing of the OU Traditions Square Contract. First month's rent will be billed to the Resident before the unit is accepted. Resident shall pay rental payments when due. Monthly payments for each calendar month are due on the 1st and are delinquent after the 25th day of the month. University service charges shall be assessed by the Student Financial Center for each late payment. Rent may be requested to be billed by the semester. Resident may not request to switch from semester billing to monthly billing after payment has been made. Anticipated receipt of financial aid does not relieve Resident from payment deadlines. Failure to make timely payments may result in denial of housing and in denial of future registration until the amounts are fully paid, including any damages owed. If Resident's account becomes delinquent and is placed with the University Collections Department or an external agency, Resident 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. No refunds will be issued for denial of housing. Payments are due as outlined above, even though the resident may not receive a statement. Checks should be made payable to the University of Oklahoma and should include the Sooner ID number and place of residence. Rent is to be paid at the Student Financial Center. A service charge will be placed on all returned checks, which constitutes late payment.

By providing Resident's telephone number to the University, Resident gives express consent to the University of Oklahoma, or third party vendors acting on behalf of the University, to contact Resident at the number provided by either manually dialing the number or by using automated dialing technology.

#### **PAYMENT PROCEDURE (EXCHANGE STUDENT):**

A \$50 non-refundable Online Contract Fee is due prior to the signing of the OU Traditions Square Contract. Additionally, the first semester payment is due prior to the Resident moving into Traditions. University service charges shall be assessed by the Student Financial Center for late payments. Anticipated receipts of financial aid does not relieve Resident from payment deadlines. Failure to make timely payments may result in denial of housing and in denial of future registration until the amounts are fully paid, including any damages owed. If Resident's account becomes delinquent and is placed with the University Collections Department or an external agency, Resident 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. No refunds will be issued for denial of housing. Payments are due as outlined above, even though the Resident may not receive a statement. Checks should be made payable to the University of Oklahoma and should include the Sooner ID number and place of residence. For the first semester, payment is due at time of contract completion. If the Resident is unable to do this, payment must be paid upon arrival prior to check-in. After the first semester, rent is to be paid at the Student Financial Center in full by January 25. A service charge will be placed on all returned checks, which constitutes late payment.

By providing Resident's telephone number to the University, Resident gives express consent to the University of Oklahoma, or third party vendors acting on behalf of the University, to contact Resident at the number provided by either manually dialing the number or by using automated dialing technology.

#### **DEFAULT AND REMEDIES:**

Resident understands and accepts that failure to make timely payments for rent and other charges under this agreement will result in the Resident's housing account becoming delinquent. Delinquent accounts are subject to penalties and late fees in the amount of \$50, as well as the accrual of University service charges on the delinquent balance at the monthly rate of 1.5%. Delinquent accounts may be placed with the University Collections Department, or an outside collection agency. Resident will be responsible for all costs of collections, including but not limited to court costs, attorney's fees, skip tracing fees, and/or any agency fees (which may be based on a percentage of the delinquent balance, not to exceed 40%).

Resident further acknowledges and accepts that the University has the right to initiate legal action for recovery of possession of the property, and/or for recovery of all delinquent rent, damages to the property, and other charges due under this agreement. Upon entry of a court order, journal entry, or final judgment in the University's favor, granting possession of the property and/or the legal right to recover the delinquent balance, plus costs, fees, and interest, a writ of execution will be issued to have the Resident forcibly removed from the property. The University will likewise pursue all post judgment remedies to collect the full and remaining balance of any judgment against the Resident.

#### **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 Resident 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 or who has violated the Student Rights and Responsibilities Code.

Residents requesting the same apartment and room for the following school year must complete their contract by March 1. If the same apartment and room are granted, the apartment and room must be vacated during the summer unless Resident signs up for summer housing.

#### **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 Resident for the purpose of inspecting the premises and to retrieve University property located therein

without authorization or to perform necessary repairs, alterations, improvements, cleaning, 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.

#### **COMMON AREA CLEANING AND UPKEEP:**

The common areas of the premises (i.e. living room, kitchen or shared bathroom) are to be shared equally by all of the residents. Common areas may not be used for storage or for the exclusive use of one resident. All roommates should make an effort to keep the common areas of the apartment clean, neat, and uncluttered. If at any time the University determines that common area cleaning and/or upkeep is required due to health or safety concerns caused by the residents, each resident shall be subject to a pro rata share of a \$250 Common Area Cleaning Fee. The University shall inspect the apartment prior to the assignment of a new resident to the apartment to determine if common area cleaning and/or upkeep is required.

#### **PERSONAL PROPERTY**

The University cannot assume responsibility for the loss or damage to any of the Resident's personal property for any cause, whatsoever. Residents are encouraged to carry appropriate insurance to cover such losses. Resident shall not park inoperable vehicles in the OU Traditions Square parking area. Resident understands that inoperable vehicles will be impounded at owner's expense if not removed or repaired in 30 days. Residents shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within their units or on OU Traditions Square property, including parking lots and vehicles in parking lots.

#### **PETS:**

Pets are not permitted. Residents 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. This restriction excludes fish, which are permissible in up to a 30 gallon tank. Please notify the community manager prior to bringing a fish tank into OU Traditions Square.

#### **LIMITATION OF LIABILITY:**

The University agrees to use reasonable care in furnishing utilities, provided that the University shall not be responsible for failure 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 Resident 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 bedroom or unit assignment and to charge the prevailing rate for the new assignment. Residents are not entitled to any particular room or assignment. Changes normally will not be made during the first two weeks of the semester. Requests for bedroom or unit changes should be made through the community manager's office and will be granted if possible. Residents may not change rooms or units without the permission of the Housing and Food Services Office. A charge will be assessed for a move to a different unit within OU Traditions Square or any other OU housing facility.

#### **SOONER CARD:**

Your Meal Plan will be applied to your Sooner Card credential(s). Sooner Card credentials may only be used by the resident to which the Sooner Card was issued and may not be transferred. Unauthorized use of the Sooner Card credential by persons other than the resident to which it was issued will result in confiscation of the card, deactivation of Sooner Card credential(s), and/or referral to the Student Conduct

Office. Neither Housing and Food Services nor the Sooner Card Office will be 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.

### **MEAL PLANS (OPTIONAL):**

Resident's selected Meal Plan will be applied to Resident's Sooner Card each semester. Meal service is available from the Wednesday prior to the start of classes through Friday of finals week. Any amount not used on Resident's Meal Points account will be forfeited on the Friday of finals week of the Spring semester. Unused Meals will be forfeited on the last day of each meal period, determined by the Meal Plan type (per week or per semester). **Unused Meals and Meal Points are non-refundable and non-transferable.**

- **Changing Resident Meal Plan**

Meal Plan changes occur each semester during the **3rd and 4th week of classes.**

- **Cancelling Resident Meal Plan**

All Meal Plans include a \$250.00 Meal Plan Administrative Fee. Resident must pay this fee even if Resident decides to cancel the Meal Plan. Upon cancellation of the Contract or Meal Plan, Resident will be charged the daily rate of the meal plan for each day the Resident used or was able to use the meal plan. There will be no refunds during the last two (2) weeks of each semester.

### **ROOM ASSIGNMENTS:**

Room assignments are determined by the contract priority date and by the needs of the Resident. Residents may choose their roommate(s), their community preference and their preferred floor plan. Failure on the part of Housing and Residence Life to grant a room request or assigned preferred community will not be grounds for termination of the contract. 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 Director of Operations, Jenn Doughty, at 405-325-2511 or poedoughty@ou.edu to have a confidential consultation about additional housing options.

In order for roommates to be matched accordingly based on mutual requests submitted on OU Traditions Square contracts, all roommates must list preferred roommates' full legal names and Sooner ID numbers. We will do our best to accommodate mutual requests. Requests received after March 1 may not be honored.

### **CONTRACT AND RELEASE:**

The contract is binding upon execution, provided, and only if, the Resident is enrolled full-time in classes at the University of Oklahoma-Norman campus 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 may be obtained only under the following circumstances:

- Complete withdrawal from the University of Oklahoma.
- Marriage during the contract period when the Resident will be living with their spouse for the remainder of the school year.

- Release from the room and/or board approved by the Housing and Food Services release committee for documented conditions of emergency. Such releases may specify that Residents remain in other University owned or approved housing.
- Graduation.

The University is not obligated to provide a release for any other reason than complete withdrawal from classes, marriage, emergency, or graduation. However, a release granted for such other reason shall require the Resident to purchase twenty-five percent (25%) of the remaining value of the Contract. Except for those Residents qualifying for a Release Without Payment cancellation as determined by the University Housing Review Committee (UHRC), all cancellations (whether before or after move-in) will incur two mandatory fees in addition to the prorated daily rate for room and board: a \$500 Contract Administrative Fee and a \$250 Meal Plan Administrative Fee. The Resident agrees to pay all amounts due, including any damages to their room and their pro-rated share of common area damage.

**PROCEDURE UPON TERMINATION:**

Should a release from the contract be given, charges will continue until the Resident executes the proper procedures, including completion of the contract release form obtained from the main Housing and Food Services office, has approval from Housing and Residence Life and vacates and removes their belongings from the unit within a reasonable period of time.

**SURRENDER OF POSSESSION:**

Upon the termination of this contract for any reason, the Resident shall immediately surrender possession of the unit to the University. If the Resident refuses or fails to immediately surrender possession, the University shall have the right to commence a court action for the ouster of the Resident and the recovery of rentals and damages due plus court costs and reasonable attorney's fees. The University shall further have the right to remove property of the Resident from the unit and to attach a lien upon, and shall have a lien against, said property of Resident. Resident shall surrender the unit in a clean and sanitary condition. Charges will be assessed if unit has any damage or is not clean in a manner reasonably consistent with the state of the unit as it was delivered to Resident at the beginning the lease term.

**STUDENT RESPONSIBILITIES:**

It is understood and agreed that the Resident shall, at the termination of this 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 Resident will be charged the additional cost of repair. Resident shall not allow any other person, or persons, regardless of age, to occupy any part of the unit, without prior written consent of the University. All persons occupying the unit must have a valid OU Traditions Square contract. Resident shall use the premises in a reasonable manner, having due regard for the rights of other residents, especially with respect to access, cleanliness, and noise. In instances of dual or quadruple occupancy, Residents shall be jointly and severally liable for the performance of all the terms and conditions of this contract.

**SUMMER ASSIGNMENT (REQUIRES SUPPLEMENTAL CONTRACT COMPLETION):**

A number of buildings will be unavailable each summer, during which time a Resident's academic year apartment/room may be unavailable. If a Resident's apartment or room is unavailable, it is understood that they will be assigned another apartment for the summer contract period. Further, the Resident will have to move from their academic year apartment to a summer assignment and must move out of the summer assignment by the move out date on the contract.

### **TOBACCO POLICY:**

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

### **MARIJUANA PROHIBITED:**

The University is required to adhere to the Federal Drug-Free Schools and Communities Act (DFSC). The DFSC requires institutions of higher education receiving federal funds prohibit the use of illegal drugs on campus. The passage of Oklahoma State Question 788 does not alter the University's obligations to adhere to federal law. Therefore, the possession, use, or distribution of marijuana in on-campus housing and throughout campus is prohibited. This prohibition applies even if the Oklahoma Medical Marijuana Authority (OMMA) has issued a Medical Marijuana Patient License to a Resident, permitting that Resident to possess a limited amount of marijuana for medicinal purposes. Possession of a Medical Marijuana Patient License does not authorize a Resident to possess, use or distribute marijuana in on-campus housing or in any public area of the University. Residents who receive a Medical Marijuana Patient License prior to or during residency in the residence halls may submit a request to the Director of Operations, Jenn Doughty, at 405-325-2511 or poedoughty@ou.edu to be released from any Housing and Food Services Contract executed by the Resident. Residents with a documented need for medical marijuana will be released from a Housing and Food Services Contract without financial penalty.

### **USE RESTRICTION:**

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 Resident and no business or commercial activity shall be permitted. Residents are responsible for all damages to their rooms and their prorated share of common areas. Residency when the Resident is not currently enrolled (such as summer, move-in periods, and other university breaks) is a privilege contingent upon Resident's agreement to abide by all university regulations. Residents 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.

### **VIOLATION 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 Resident and/ or the University as determined by Housing and Food Services. Additionally, the University reserves the right to modify or terminate, housing arrangements at any time. 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 or property of residents or of the University. The Resident may appeal the decision through Housing and Food Services.***

### **CANCELLATION POLICY:**

#### **Cancellation Before August 1, 2020**

The University allows a seven-day Cancellation Period, before August 1, 2020, to non-freshman Residents who have executed the Housing and Food Services Traditions Square Contract. The Cancellation Period expires at 5:00 PM on the seventh calendar day after the date the Agreement was executed. The \$50 Online Contract Fee is non-refundable. At any point after the seven-day Cancellation Period but before August 1, 2020, a Resident wishing to cancel their contract will be assessed a \$500 Contract Administrative Fee in addition to any other applicable administrative fees.

**Cancellation After August 1, 2020**

For a non-freshman Resident seeking to cancel or be released from their contract after August 1, 2020, they must meet one of two cancellation options which will be determined by the University Housing Review Committee (UHRC):

(1) Release With Contract Administrative Fee - Required payment of the prorated daily rate for room and board for each day the Resident has occupied or has been able to occupy their assigned room *plus* a buyout of twenty-five percent (25%) of the remaining value of the housing contract, a \$500 Contract Administrative Fee, and a \$250 Meal Plan Administrative Fee. The minimum number of calendar days to be used for the calculation of the prorated daily rate for room and board shall not be less than fourteen (14) nights.

(2) Release Without Payment - Due to extenuating circumstances determined by the UHRC, the Resident would be released without payment or fine.

Except for those Residents qualifying for a Release Without Payment cancellation as determined by the UHRC, all cancellations taking place after the no-penalty Cancellation Period (whether before or after move-in) will incur the \$500 Contract Administrative Fee, \$250 Meal Plan Administrative Fee, and prorated daily rate for room and board for each day the Resident has occupied or has been able to occupy their assigned room. The minimum number of calendar days to be used for the calculation of the prorated daily rate for room and board shall not be less than fourteen (14) nights.

The UHRC may determine the Resident does not qualify for a release or cancellation. In such cases, the Resident is responsible for the remainder of the rental payments and complying with the terms of the contract.

A release granted does not refund the Online Contract Fee, deposits, or advanced payments.

Notice of cancellation must be in writing (a letter signed by the Resident or email from the contracted Resident's OU email account) to the Housing and Food Services Office at [housinginfo@ou.edu](mailto:housinginfo@ou.edu) or 1406 Asp Avenue, Rm. 126, Norman, OK 73019-6091. A written cancellation received after the specified move-in date on the Resident's contract does not guarantee release from the OU Traditions Square contract.