



HOUSING AND FOOD SERVICES

The UNIVERSITY of OKLAHOMA

Exhibit 1

Terms and Conditions of the Housing and Food Services Upperclass Residence Halls 2020-2021 Academic Year Contract

This document and the policies combined within it constitute part of the Housing and Food Services Upperclass Residence Halls Contract (herein Contract or Agreement) between the Board of Regents of the University of Oklahoma (University) with its non-freshman 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:

A \$50 non-refundable Online Contract Fee is due prior to the signing of the Residence Halls Contract. Payment shall be made in accordance with the payment plan 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. Residents who are receiving financial aid will have the Resident's housing charges deducted from the Resident's aid the sum necessary to pay the Housing and Food Services bill for the semester. Residents shall fully pay room and board payments when due. University service charges shall be assessed by the Student Financial Center for any late payment. Anticipated receipt of financial aid does not relieve Resident 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 Resident fail to make a room and board payment, as set forth in this contract, then the University has right to bring court action against the Resident 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 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. A service charge will be placed on all returned checks, which constitute 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.

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 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 residents, staff and the University community.

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. Residents 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. Residents shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within their rooms or on University property, including parking lots and vehicles in parking lots.

PETS:

Pets are not permitted. Resident 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). 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 room or center assignment and to charge the prevailing rate for the new assignment. Residents are not entitled to any particular room or assignment. Room changes normally will not be made during the first two weeks and the last two weeks of each semester. Room change requests must be approved by the appropriate Center Coordinator. Room change request forms are available on the online [housing portal](#). Room changes will be granted, if possible, but Residents may not change rooms without the permission of Housing and Residence Life.

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:

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 and whether they prefer a suite-style or community style room. 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.

Single rooms are available for upperclass or freshman students only upon request and assignment by Housing and Residence Life at its sole discretion. Residents 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 occupancy rate. Residents who wish to consolidate shall do so based on the priority date of their original assignment. Failure on the part of Housing and Residence Life to grant a single room request or assigned preferred community will not be grounds for termination of the contract. In the event of an emergency, a Resident may temporarily be given a roommate and the Resident's account will be charged a double rate instead of a single rate for the affected period. Residents 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 for the remainder of the semester.

CONTRACT & 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 can 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 to accrue and be immediately due and payable until the Resident executes the proper procedures, including (1) obtaining a withdrawal form from Housing and Residence Life, (2) having it signed by the Resident Adviser of the Resident's living unit, and (3) vacating and removing his or her belongings from the residence hall. The Resident agrees to vacate them self and all their belongings from the residence hall within 48 hours of the release or termination. No refunds or credits will be given when withdrawal occurs during the first two or last two weeks of the semester. 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 on the date of this contract with normal wear and tear excepted. The Resident will be charged and immediately owe the additional cost of repair.

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 the residence halls or in any public area of the University. Residents who receive a Medical Marijuana Patient License prior to or during residency in on-campus housing 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:

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, including rules and regulations that specifically apply to the Residence Halls, as indicated in the Residence Hall Community Living Guide. Resident rooms and all common areas shall be used for residential purposes only by the Resident and no business or commercial activity is permitted. Residents are responsible for all damages to their rooms and their pro-rated 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. Resident must be enrolled for summer if living in the Halls. Residents found to be in violation of any University regulations 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 in the best interests of the contract, students 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 and/or the property of residents 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 Upperclass Residence Halls 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 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 or 1406 Asp Avenue, Rm. 126, Norman, OK 73019-6091. A written cancellation received after the Cancellation Period does not guarantee release from the Agreement.

Residents who withdraw during the final two weeks of a semester will not receive a refund.