Oklahoma State University
Department of Housing and Residential Life

CONDITIONS OF CONTRACT

These conditions are subject to change. You are encouraged to review the Housing and Residential Life website at reslife.okstate.edu for the most current Conditions and Housing Policies. Changes to these Conditions do not preclude enforcement of your housing contract.

1. RATES AND PAYMENTS
   A. The amounts you are to pay under this contract shall be determined by the rate sheet which is incorporated into this contract by reference, available at reslife.okstate.edu and at the housing office. Room and board rates are subject to change at the direction of the Board of Regents for the Oklahoma Agricultural and Mechanical College.
   B. Charges are assessed to your OSU Bursar account. Housing rental payments are to be made to or at the Bursar’s Office. Failure to make timely payments may result in the termination of your housing contract.
   C. Any late payment is subject to a finance charge, as assessed by the Bursar’s Office. A hold may be placed on your official University record if your account remains delinquent.

2. ASSIGNMENT OF RESIDENTIAL SPACE
   A. The University reserves the right to manages housing occupancy in order to maximize space utilization; further, the University may take such action as necessary to control the use of spaces in the event of an epidemic, disaster, or other circumstances that appear to require such control.

3. TERMINATION OF CONTRACT
   A termination request will be considered valid if received in writing or from an email account provided on the housing application. A request can be made at the Iba Housing and Residential Life Office or through OSU Admissions. This contract may be terminated under the following conditions and deadlines:

Residence Hall Contracts:

A. Contract Termination Prior to the Beginning of Occupancy
   a) Refund of Deposit – Cancellations received by Housing and Residential Life on or before May 1 will be eligible for a full refund of the $200 deposit.
   b) Loss of Deposit – Cancellations received by Housing and Residential Life after May 1 (December 15th for spring only contracts) will result in an automatic forfeiture of the $200 deposit.
   c) Cancellation Charge – Cancellations received by Housing and Residential Life after August 1 (January 15th for spring-only contracts) will be subject to a $250 late cancellation fee in addition to the forfeiture of the $200 deposit. This applies to both new and returning residents.
   d) Failure to move-in within 10 days of classes starting will result in the contract being cancelled, a $250 late fee, and deposit forfeiture.
   e) Housing Renewal - There is no fee for choosing a housing assignment during the renewal process. However, all renewal cancellations will be subject to forfeiture of any deposit paid

Effective October 1, 2015
and a cancellation fee. You should select a room for next year ONLY if you are certain you will live on campus again. Any current resident who cancels after selecting a room in the renewal process prior to August 1 will forfeit any deposit paid and be subject to an additional cancellation fee of $75. After August 1, all cancellations will be subject to forfeiture of any deposit paid, $75 cancellation fee, and an additional $250 late cancellation fee.

B. Contract Termination On or After Beginning of Occupancy
   a) Cancellation Charges - Contracts terminated during the contract period will be subject to the following charges:
      a. A prorated charge based on the daily rate and the number of days the unit was occupied.
      b. A charge equal to, two month’s rent will be assessed based on the rent for the residence resided by the student for the majority of the contract term.
   b) Forfeiture of the deposit.
   c) Residents who cancel due to withdrawal from the University will forfeit their deposit and may be eligible for a prorated refund based on the daily rate and the number of days remaining in the academic semester

Family and Graduate Student Housing (FGSH):

A. Cancellation of Contract Prior to Beginning Occupancy is subject to the following conditions and deadlines:
   a) Full Refund Deadline- The entire initial deposit will be refunded if written notice of cancellation is received by Housing and Residential Life at least two weeks before occupancy is to begin.
   b) Partial Refund Deadline- $100 of the initial deposit will be retained by the University if written notice of termination is received at least one week before occupancy is to begin. The $100 is to be treated as the University’s agreed liquidated damages caused by the willful breach of this contract. If the person requested and received approval to waive the initial deposit payment requirement (due to financial aid, etc.), the person will be charged $100.
   c) No Refund- There will be no refund of the initial deposit if written notice is not received at least one week before occupancy is to begin. Also, consecutive postponements of the move-in date will result in forfeiture of the entire deposit amount. If the person requested and received approval to waive the initial deposit payment requirement (due to financial aid, etc.), the person will be charged $200.

Furniture Accommodation Fee- If an apartment has been furnished or unfurnished to specifically accommodate a person’s request and he/she chooses not to move in to FGSH, the person will forfeit $100 of his/her deposit.

B. Cancellation of Contract After Beginning Occupancy
   a) Cancellation Charges - Contracts terminated during the contract period will be subject to the following charges:
      a. A prorated charge based on the daily rate and the number of days the unit was occupied.
b. A charge equal to, two month’s rent will be assessed based on the rent for the residence resided in by the student for the majority of the contract term.

b) Forfeiture of the deposit.

c) Residents who cancel due to withdrawal from the University will forfeit their deposit and may be eligible for a prorated refund based on the daily rate and the number of days remaining in the academic semester.

C. Termination of Contract- The University/Housing and Residential Life may terminate the housing contract if rent or other charges due are not paid in a timely manner; a resident does not comply with the University or FGSH Policies and Procedures; a resident is not enrolled as a student at OSU and/or employed by the University; or in rare cases, the housing area is to be converted to another use.

4. RULES, POLICIES, AND REGULATIONS

A. The resident agrees and acknowledges it is his or her responsibility to become aware of and observes all published policies, rules, and regulations affecting his or her status with the University. Specifically, the resident agrees to abide by all policies, rules, and regulations outlined at reslife.okstate.edu.

B. The resident understands that if he or she violates University and/or Housing policies, creates an excessive disturbance for other residents, fails to cooperate with University staff or is deemed to pose a threat to the health and safety of any person, his or her contract may be terminated and all housing fees forfeited.

C. Oklahoma State University, title 70 S3243, requires residents who are first time residents at Oklahoma institutions and reside in on-campus housing to either be immunized for meningitis or to declare their decision to refuse such immunization. Please indicate your decision by checking the appropriate box on the application portal. Your decision will have no effect upon your housing decisions otherwise noted on this contract. This information is gathered in order to comply with Oklahoma Law, and will not result in any action against you. If you do not indicate your decision, it will be assumed that you have chosen not to be immunized against meningococcal disease. To receive more information about meningitis, please visit this website: http://www.ninds.nih.gov/disorders/encephalitis_meningitis/encephalitis_meningitis.htm

D. The resident voluntarily agrees to release, discharge, indemnify and hold harmless the Board of Regents for the Oklahoma A&M College, and its officers, employees and agents from any and all cost, liabilities, expenses, claims, demands, or causes of action on account of any loss or personal injury that might result from occurrences of natural disaster; occurrences of damage caused by others; or the resident’s decision not to be immunized against meningitis.