



HOUSING AND FOOD SERVICES

The UNIVERSITY of OKLAHOMA

Terms and Conditions of the Housing and Food Services 2023-2024 Contract

These Terms and Conditions constitute the Housing and Food Services Housing Contract (“Contract”) between You (also referred to as Resident) and the Board of Regents of the University of Oklahoma (“University”) and cover the 2023-2024 academic year, both Fall and Spring semesters. You are responsible for reading and understanding this Contract, the policies and procedures identified on the University Housing and Food Services website (<https://www.ou.edu/housingandfood>), and other housing-related materials distributed or provided to You. Failure to read or understand this information does not excuse You from complying with this Contract.

Your signature (electronic or wet ink), acknowledgment, or payment of fees or other charges indicate Your acceptance of this Contract.

1. Definitions:

- 1.1. “Community Living Guidelines” means the policies and information adopted by the University for Residential Facilities which is incorporated by reference.
- 1.2. “Student” means First-Year Students and Upper-Class Students.
 - 1.2.1. “First-Year Student” means incoming students who have earned less than 24 hours post-high school credit hours while enrolled at a college or university who are otherwise not exempt from the University’s on-campus living requirements.
 - 1.2.2. “Upper-Class Student” means any student that is not a First-Year Student.
- 1.3. “Proxy” means the parent or legal guardian who has the legal authority to make decisions for a Student who is under the age of 18 years old but enters into a Housing Contract.
- 1.4. “You” or “Your” means the student or eligible individual under section 4 below, and/or a Proxy, if the student or eligible individual is under the age of 18 years old.
- 1.5. “Residential Facilities” means facilities operated by the University of Oklahoma for the purpose of providing student housing.
- 1.6. “Unit” is the room, or suite that You are assigned by the University.
- 1.7. “Week” is defined as Monday through Sunday.

2. **Proxy:** Students under the age of 18 who are entering into a Housing Contract are required to designate a Proxy to sign this agreement on their behalf. The Proxy should be a person, such as a parent or legal guardian, who has the legal authority to make decisions about the student’s education and living arrangement while pursuing an education. The Proxy may be held responsible for violations of this Contract while the Student is under the age of 18. The University considers on-campus Housing to be necessary for First-Year Students who are not exempt and are living on campus.

3. **Length of Contract:** This Contract covers the academic year both fall and spring semesters, or the spring semester only if You are completing a Spring Only contract. The beginning and end dates of the academic year are posted on the University's academic calendar (<https://www.ou.edu/registrar/academic-calendars>).
 - 3.1. **Holidays and University Breaks:** Except as otherwise required, You are permitted to stay in the Unit over holidays and University breaks during the academic year. However, some University services, access to campus dining options, and other facilities may be reduced, restricted, or unavailable during these periods.
 - 3.2. You must enter a separate or supplemental contract to stay in University Housing over the Summer term. There is no guarantee that current residents will be assigned to the same Unit during this time.

4. **Eligibility:** Only eligible individuals are permitted to reside in University Housing. Eligible individuals are:
 - 4.1. Students enrolled in or participating in classes, courses, or other programs at the University of Oklahoma's Norman Campus;
 - 4.2. For this Contract, a student must be enrolled in and attending at least twelve (12) undergraduate hours or six (6) graduate hours for credit each semester on the Norman Campus.
 - 4.3. Notwithstanding anything to the contrary, regardless of another eligibility status, any person required or obligated to register under the Oklahoma Sex Offender Registration Act, the Mary Rippey Violent Crime Offender Registration Act, or another state equivalent shall not be eligible to reside in University Housing.

5. **Unit Occupancy:** This Contract is for a bed space only.
 - 5.1. The University will announce the date when You are able to move into Your Unit. You may not move into your Unit prior to the date announced unless You have received written permission from the Director of Housing Administration or designee.
 - 5.2. **Failure to Occupy:** This agreement is terminated if You fail to occupy the Unit by 5:00 p.m. on the first day of classes each semester. Associated fees and charges for termination will apply (see section 9).
 - 5.3. **Moving Out:** You must vacate Your Unit at the end of the Contract period unless approved to remain by the Director of Housing or designee.
 - 5.3.1. You must vacate within 48 hours of notice of termination/cancellation and follow and complete all check-out forms and procedures. Failure to do so may result in additional charges.
 - 5.3.2. When You move out of the Unit, You are required to ensure the Unit, including Unit common areas, furniture, and fixtures, are in as good a condition as they were when You moved in (absent ordinary wear and tear), the Unit and common areas are clean and sanitary, and all Your personal belongings and property are removed.
 - 5.3.3. Any personal property or belongings remaining in the Unit or its common areas after You move out will be deemed abandoned property. The University will store abandoned property for no more than thirty (30) days. The University is not responsible for any loss or damage to Your belongings or personal property after You move out. The University reserves the right to dispose of abandoned property, including, but not limited to,

keeping, selling, donating, or destroying the property. The University reserves the right to retain the proceeds from any property disposal.

5.3.4. Failure to follow proper check-out procedures and leave the Unit in an acceptable condition (see section 5.3.2 above) will result in fees including but not limited to \$250 cleaning fee, fees for removal, storage, disposal of abandoned property and improper check out fee.

6. Rates: Estimated rates for Your Unit are published on the Housing and Food Services website at (<https://www.ou.edu/housingandfood/housing/rates-and-requirements>). Final rates are published at the same location once the rates are approved by the Board of Regents of the University of Oklahoma, but no later than thirty (30) days before classes begin. The final rates published on this website are incorporated by reference. You are responsible for paying the rates and all other charges for Your Unit, including damages, cleaning and repairs beyond normal wear and tear. You should check this website periodically to find the final rate for Your Unit.

6.1. There is no pro-ration of charges for contracts signed during the first two weeks of classes each semester.

7. Payments: Your Bursar statement reflects the rates and other charges You owe. Any payments You make will also appear on Your Bursar statement. You should periodically review Your Bursar statement to ensure it accurately reflects any payments You make.

7.1. You are required to make all payments according to the University Bursar policies and procedures: https://www.ou.edu/bursar/bill_pay.

7.2. The University reserves the right to modify or change the due dates for payment by providing You with at least five (5) days' written notice.

8. Contract Fee: Upper-Class students will be charged a non-refundable \$50 fee to apply for University Housing.

9. Cancellation and Termination:

9.1. **Cancellation of Contract Before Move-In:** Notwithstanding anything to the contrary, You are permitted to cancel this Contract by satisfying the below conditions. The University reserves the right to keep any deposits or other advanced payments You make.

9.1.1. You have not moved into or occupied the Unit; and

9.1.2. If You are an Upper-Class Student, and You provide notice of cancellation within seven (7) calendar days of receiving Your Unit assignment. Cancellations received more than seven (7) calendar days after receiving Your assignment will result in a \$300 Housing Administrative Fee.

9.1.3. If You are a First-Year Student who is required to live on campus, You may only cancel this Contract if You have been granted exemption from the Housing Policy for Incoming Students or have withdrawn from the University.

9.1.4. You must submit a cancellation online through the housing portal at (<https://link.ou.edu/myhousingandfood>).

9.2. **Cancellation After Move-In:** This is a legally binding agreement. Unless otherwise stated in the Contract, You cannot cancel this Contract after You have checked in or taken possession of the Unit.

- 9.3. **Release/Termination After Move-in:** This agreement is terminated if You have been approved for release from the Contract and You have submitted a request for withdrawal form, or at the end of the Contract term.
- 9.3.1. After Move-In and when the online form is available, You may request release from the terms of this Contract.
- 9.3.2. You are responsible for making any release requests and providing supporting documentation. There is no guarantee a request for release will be approved.
- 9.3.3. Any request for release must be submitted online via the housing portal at (<https://link.ou.edu/myhousingandfood>).
- 9.3.4. The University reserves the right to terminate this Contract if You are no longer eligible to reside in University Housing (see section 4).
- 9.3.5. The University reserves the right to terminate this Contract if You violate its terms or the Community Living Guide as determined by the Executive Director of Housing & Residence Life or designee, Student Code of Conduct or other applicable University policies.
- 9.3.6. Upon notice of termination, the University reserves the right to commence legal proceedings or other authorized steps to remove You from the Unit, recover any amount You may owe under this Contract, and any other steps required to protect the University community and property. If the University is required to commence legal proceedings to recover any amount due under this Contract, the University is entitled to recover attorney fees and costs where authorized by law.
- 9.3.7. You have the right to appeal the decision to terminate this Contract by making a request to the Executive Director of Housing and Residence Life except where You receive a Direct Administrative Action.

10. Payment Obligations for Termination/Release after Move In: Your release from this Contract or its termination does not relieve You of Your payment obligations unless otherwise stated in writing by the University.

10.1. If You are released from this Contract or it is terminated, Your Payment may be refunded based on the date You completely move out of the assigned Unit and return the key (if applicable) based on the per semester schedule below:

- from Your assigned move-in day through the day prior to the first day of classes—100%
- first week of classes—90%
- second-third week of classes—75%
- fourth-fifth week of classes—50%
- sixth-seventh week of classes—25%
- no credit/refund on the eighth week of classes and after

10.1.1. If You are released from this Contract or it is terminated after move-in and prior to the first day of classes of the Fall Semester OR from the last day of Fall Semester finals and prior to the first day of classes of the Spring Semester, You will be charged an administrative fee of \$300.

10.1.2. If You are released from this Contract or it is terminated at any time after moving in, and You have a Meal Plan, a Meal Plan Administrative Fee in the amount of \$300 will apply; and

10.1.3. You will be charged any other rates, fees, or other charges due and owing at the time of release/termination and allowed under this Contract.

11. Violation of Contract: If You violate this Contract, the University can terminate it or take other action against You, including temporarily or permanently removing You from the Unit, prohibiting You from registering for housing in the future, charging and collecting fines permitted in the Contract, the Community Living Guides, or other University policy, referring You to Student Conduct, or exercising any other rights or remedies outlined in this Contract or allowed by law. The University may also terminate this Contract if You do not move into to the Unit or otherwise abandon the Unit, You make any false statements or misrepresentations on Your Housing Contract, or the University determines You do or may pose a threat to other residents, University property, or the University community or You received a Direct Administrative Action requiring Your removal from the University campus.

11.1. The University is not required to pursue every violation of this Contract. The University's decision not to or failure to pursue any violation of this Contract is not a waiver of the University's right to subsequently insist on performance or pursue any remedy allowed by this Contract or law.

12. Unit Assignments and Roommates: Unit assignments are based on space available, Your needs and preferences, roommate(s) selection, priority, and other criteria. Your preferred housing might not be available and is not guaranteed. The University reserves the right to assign and reassign any space at any time for any reason it deems necessary.

12.1.1. If the University reassigns You to a different room at any time, You are responsible for paying the rate for the newly assigned room unless another rate is otherwise approved in writing by the University.

12.2. Units.

12.2.1. First-Year Students: You will not receive a Unit assignment until You complete the Enrollment Deposit and make any necessary payments.

12.2.2. Upper-Class Students: Contracts will be offered based on available space.

12.3. Single Rooms and Single Occupants: The University has several single-occupant rooms in the Residence Halls. You may request a single room. There is no guarantee a single room will be available or assigned to You.

12.3.1. If Your Unit is a double-occupancy room and You are paying the double-occupancy rate:

12.3.1.1. You may be asked to move to another room (consolidate) or be assigned a roommate unless You agree to pay the single-occupancy room rate if and when the option to do so is available.

12.3.1.2. Once You elect the single-occupancy rate, You cannot revert to the double-occupancy rate for the remainder of the academic semester, except as provided herein.

12.3.1.3. During emergencies, the University reserves the right to temporarily assign You a roommate during the emergency period. In such cases, You will be charged the double-occupancy rate.

12.4. Roommates. You have the option to request specific roommates or have a roommate(s) assigned. There is no guarantee the University can fulfill each roommate request.

12.4.1. If there is a vacant space in Your Unit, the University reserves the right to assign another student to Your Unit.

13. Housing Accommodations: You will be assigned Housing based on the criteria identified in this Contract. If You require a reasonable accommodation because of a medical condition, religious need, or have other special housing needs, please contact the Housing Office for assistance.

13.1. Disability-related accommodations must be requested through the Accessibility Disability Resource Center (ADRC). Assignment changes will be made after Housing and Residence Life receives notice of an approved accommodation from the ADRC office. The University will make every effort to make accommodations; however, requesting accommodation after ADRC's published deadline may impact the University's ability to meet Your needs.

13.2. All other non-disability related requests for special accommodations must be received by the Housing Office in writing and are not guaranteed.

14. Room Changes: You can request a Unit assignment change by completing the required form located at (<https://link.ou.edu/myhousingandfood>). There is no guarantee, nor is there a requirement, the University will grant Your request. If Your request is granted, You may be assessed processing or administrative charges, which will be reflected on Your Bursar statement.

14.1. Room changes will not be granted during the first two weeks and last two weeks of each semester unless approved by the Director of Housing and/or the Director of Residence Life and/or their designee.

14.2. You will only be allowed access to the space to which You are assigned. You may not change rooms with another individual without the written permission of Housing and Residence Life.

15. Meal Plan: If You are a First-Year Student, You are required to have a first-year Meal Plan. If You are an Upper-Class Student You are not required to select a Meal Plan.

15.1. Students select their Meal Plan during the online housing and meal plan application process.

15.2. Meal Plan charges are based on Your selection and will be reflected on Your Bursar statement.

15.3. Meals and Meal Plan Points are applied to Your Sooner Card at the beginning of each semester.

15.4. Unused Meals are forfeited on the last day of each meal period based on the meal plan type (per week or per semester) and unused Meal Plan Points are forfeited the Friday of finals week of the Spring semester. You may not transfer Meal or Meal Plan Points and the University will not refund You for any unused Meals or Meal Plan points.

15.5. You can make changes to Your Meal Plan during the 2nd and 3rd week of each semester. If You change Your plan, the University may assess processing or other administrative fees, which will be reflected on Your Bursar statement.

15.6. If You cancel Your Meal Plan, You will be charged a \$300 administrative fee and the daily rate of the meal plan for each day You used or were able to use the meal plan.

15.7. The University is not 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 (<https://www.ou.edu/soonercard>) 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.

16. University's Responsibilities:

Revised 10.12.2022

- 16.1. Nondiscrimination. The University, in compliance with all applicable federal and state laws and regulations, will not discriminate against You or others 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.
- 16.2. Under Oklahoma law, the University is not a landlord and this Contract does not create a landlord-tenant relationship.
- 16.3. The University will provide You with a Unit (based on availability) in which You may reside subject to the terms and conditions set out in this Contract.
- 16.4. Force Majeure: If Your Unit is damaged, unavailable, or made uninhabitable because of unforeseen circumstances beyond each Your or the University's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities, this Contract is terminated at no cost or expense to You or the University. Notwithstanding anything to the contrary, this Contract is not terminable under this paragraph if the University offers or provides an alternative room or living arrangements within 90 days of the unforeseen event's occurrence.
- 16.5. The University provides maintenance and repairs to the Unit. From time to time, certain other improvements may be necessary. Maintenance, repairs, or improvements to the Unit may occur while You are occupying the Unit, and in some cases can require relocation.
- 16.6. Any maintenance or repair requests You make constitute permission to enter the Unit.
- 17. Utilities:** The University provides gas, water, internet access, sewage, trash/recycling, and electricity to the Unit. (Please note that not all University facilities have gas). Costs for these utilities are included in the room rates. The University does not guarantee an uninterrupted supply of or access to utilities and will use its best efforts to restore utilities following an interruption. The University is not responsible for any damages or losses (including to Your electronic devices or equipment) caused by use, a utility interruption, or outage regardless of the cause. The University is not obligated to provide any utilities not already installed or connected to the Unit.
- 18. Your Responsibilities:** As a condition of residency in Your Unit, You agree to follow state and federal laws and University policies, including, but not limited to, the Student Code, the Academic Code, the Housing Policy for Incoming Students, and Community Living Guides, public, health, fire, and safety policies and orders, and other applicable policies as implemented by the University, including any amendments to the foregoing.
- 18.1. You must respect others' rights to use and enjoy University Housing and facilities, especially their right to access facilities and live in clean and safe environments free from excessive noise.
- 18.2. You, assigned roommates, and permitted guests are the only individuals permitted to occupy the Unit. You cannot sublease or license any part of the Unit or other areas to another person.

- 18.3. You understand this Contract is a binding, legal obligation and that You will honor its terms, including making all payments for housing, food services, and other charges as set forth in the Contract.
- 18.4. You are responsible for the conduct of Your guests while they are in the Unit and other housing and food service facilities. You must always escort them. You understand that if Your guest violates University policy, You may be in violation of this Contract and can be held responsible for their conduct.
- 18.5. You may use the Unit and all common areas only for residential purposes. You are prohibited from conducting business or commercial activity.
- 18.6. You must report any maintenance or repair needs as soon as possible.

19. Pets: Pets are not permitted in University Housing.

20. Personal Property: The University is not responsible for the loss or damage to any of Your personal belongings or property regardless of the cause. You are encouraged to obtain renters or other insurance coverage to protect against damages or loss.

21. Inspection of Premises: Although You have a limited right of privacy in Your Unit, the University reserves the right to enter the Unit in cases of an emergency, for maintenance, repairs, and inspections, to perform pest control, cleaning, safety and health inspections, welfare checks, as authorized by another occupant, to retrieve University property, or when a University official has reasonable grounds to believe that You, another occupant, guest, or invitee is or may be violating a University policy or the law. If the University needs access to the Unit for maintenance, to make repairs, or to perform pest control, the University will use its best efforts to provide You with reasonable notice of the time the University will access Your Unit and what it will be performing.

22. Damages: You are responsible for all damages beyond normal wear and tear to Your Unit, furniture, and fixtures, including a prorated share of damage to the Unit's common areas.

22.1. Cleaning. You and Your roommates are expected to keep the Unit, including Unit common areas, reasonably clean, neat, and uncluttered. If the University determines the state of the Unit, or the Unit common areas, may create a health, safety, or pest concern, the University reserves the right to clean the Unit and common areas to its satisfaction. In such event, You will be charged a \$250 Cleaning Fee, or in the case of the common area a prorated portion of that fee.

23. Photography and Audio or Visual Recordings on Campus: You are not prohibited from taking pictures or making audio or visual recordings for personal, non-commercial purposes.

23.1. You are, however, prohibited from taking pictures or making audio or visual recordings of the Unit or University property for commercial purposes unless You receive the University's express written permission.

23.2. Some rooms overlook sporting venues like the Gaylord Family Oklahoma Memorial Stadium or are located near other facilities hosting football games, athletic contests, team practices, concerts, and other public and private events ("Events"). Many of these Events are copyright protected and the unauthorized audio or visual recordings or pictures of these Events may subject the University, You, room occupants, or Your guests to civil penalty or fine. Individual occupants, guests, or other invitees are prohibited from (i) making unauthorized audio and visual recordings of Events by any means and (ii) distributing, disseminating, or otherwise

publishing recordings, descriptions, or accounts of the Events. Any violation of this provision constitutes a breach of Contract and may result in further disciplinary action under applicable University policies. Some rooms are equipped with translucent window screening, allowing sun and ambient light through. This screening does, however, limit visibility, particularly the use of cameras and other recording devices.

24. Parking: This Contract does not permit You to park a vehicle on University property. If You have a vehicle, You must obtain the appropriate parking permit from Parking & Transportation Services (<https://www.ou.edu/parking>). You cannot park inoperable vehicles in any University parking area. All inoperable vehicles will be impounded at Your expense if the vehicle is not removed or repaired within thirty (30) days.

25. Additional Information: From time to time, the University may be required to amend, modify, or change this Contract or University policies. These amendments, modifications, or changes are hereby incorporated into this Contract and You agree to be bound to them.

25.1. Your name, postal and email address, and telephone number are considered public directory information, unless a Family Educational Rights and Privacy Act (FERPA) restriction is placed on this data. If You wish to restrict some or all this directory information You must complete the appropriate forms.

25.2. All notices, correspondence, and other communications required under this Contract will be made to Your “ou.edu” email account. You are responsible for checking this email account and all information the University sends to You using this account. Failure to check Your account or forwarding emails to another account is not an excuse for missed action on University business. You should also use this account for conducting all University-related business.