

## **Terms and Conditions of the Housing and Food Services 2022-2023 Kraettli Apartments Lease Agreement**

These Terms and Conditions constitute the Housing and Food Services Lease Agreement (“Agreement”) between You (also referred to as Resident) and the Board of Regents of the University of Oklahoma (“University”). You are responsible for reading and understanding this Agreement, 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 Agreement.

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

### **1. Definitions:**

- 1.1. “Community Living Guidelines” means the policies and information adopted by the University for Kraettli, which is incorporated by reference.
- 1.2. “Student” means an individual eligible under **Section 2.1**.
- 1.3. “You” or “Your” means the eligible individual under **Section 2** below, and parents or legal guardians, if the eligible individual is not 18 years old. For the purposes of rights, responsibilities, and other obligations, except for individuals under 18 years old, any individuals eligible to reside in a Unit under Section 2 is included in “You” and are bound by the terms and conditions of this Agreement in the same manner as the eligible individuals in Sections 2.1, 2.2, 2.3, or 2.4.
- 1.4. “Kraettli” means the Kraettli Apartment Complex located at 405 Wadsack Drive, Norman Oklahoma 73072.
- 1.5. “Roommate” means another eligible individual under Section 2.1, 2.2, 2.3, and 2.4 who signed a separate Agreement.
- 1.6. “Unit” is the room or apartment that You are assigned by the University.

### **2. Eligibility:** Only eligible individuals are permitted to reside in Kraettli. Eligible individuals are:

- 2.1. Students enrolled in or participating in classes, courses, or other programs at the University of Oklahoma’s Norman Campus.
  - 2.1.1. For this Agreement, 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.
- 2.2. Regular University faculty and/or University staff, University visiting scholars and/or guest lecturers at the University for one or more academic years.

- 2.3. Individuals participating in a University sponsored program or approved activity where the University has agreed to provide housing or make it available. Individuals eligible under this provision are required to maintain and satisfy the requirements for participating in the University sponsored program or approved activity.
- 2.4. Individuals determined to be eligible by Housing's Executive Director of Housing and Residence Life.
- 2.5. The spouse, sibling, or children of an individual eligible under **Sections 2.1, 2.2, 2.3, or 2.4**. Unless otherwise eligible, any individual eligible under **Section 2.5** is no longer eligible (i) if the spouse, sibling, or parent is no longer eligible under **Sections 2.1, 2.2, 2.3, or 2.4** or (ii) the individual is no longer a spouse.
- 2.6. Notwithstanding anything to the contrary, regardless of other eligibility status, any person required or obligated to register under the Oklahoma Sex Offender Registration Act, the Mary Rippy Violent Crime Offender Registration Act, or other state equivalent shall not be eligible to reside in a Unit at Kraettli.

**3. Deposit and Fees:** You are required to pay a nonrefundable application fee, a security and cleaning deposit, within seven (7) days of signing this Lease. These amounts and other information are located at (<https://www.ou.edu/housingandfood/housing/halls-and-apartments/kraettli-apartments>).

- 3.1. Use of Deposit. The University may apply the deposit against any outstanding charges and fees due and owing under this Agreement, when it is terminated, or You are released. If there are no outstanding charges or fees, the deposit amount returned to You, at the University's option, as either a credit on Your Bursar account, check, or other electronic funds transfer.

**4. University's Responsibilities:**

- 4.1. 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.
- 4.2. Under Oklahoma law, the University is not a landlord and this Agreement does not create a landlord-tenant relationship.

- 4.3. 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 Agreement.
- 4.4. 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.
  - 4.4.1. More information concerning maintenance and repairs is located at ([https://www.ou.edu/facilities/maintenance\\_requests](https://www.ou.edu/facilities/maintenance_requests)) and in the Community Living Guidelines.
  - 4.4.2. Any maintenance or repair requests You make constitute permission to enter the Unit.

## **5. Your Responsibilities:**

- 5.1. You agree to observe and follow the Community Living Guidelines including any Addendums for the community in which Your Unit is located.
- 5.2. You must respect other's 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.
- 5.3. 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.
- 5.4. You understand this Agreement 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 Agreement.
- 5.5. You are responsible for the conduct of Your guests and invitees while they are in the Unit and other housing and food service facilities. You must always escort them. You understand that if Your guest or invitee violates University policy, You may be in violation of this Agreement and can be held responsible for their conduct.
- 5.6. You may use the Unit and all common areas only for residential purposes. You are prohibited from conducting business or commercial activity.
- 5.7. You must execute an Acknowledgement of Waiver of Immunization and the Lead-Based Paint Hazards Disclosure before moving into the Unit.

- 6. Furnishings, Kitchen Equipment, and Household Items:** All Units are equipped with refrigerators, kitchen sink, and stoves. These items are, including their condition, identified in Your Apartment Inventory and Receipt Form. More information concerning furnishings can be found in the Community Living Guidelines.

- 6.1. **Furnished Units.** Some Units include furnishings like couches, chairs, tables, beds and mattresses, and similar items (“Furnishings”). Furnishings are identified in the Apartment Inventory and Receipt Form. The University does not provide household or kitchen equipment like smallwares, linens, pots and pans, decorations, or other items.
- 6.2. Except as provided in Apartment Inventory and Receipt Form, the University does not provide and is not responsible for providing any other Furnishings, fixtures, or equipment.
7. **Rental Rates:** Estimated rates for Your Unit are published on the Housing and Food Services website at (<https://www.ou.edu/housingandfood>). 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. You should check this website periodically to find the final rate for your Unit.
- 7.1. The University has the right to increase rates at its discretion. If the University elects to increase rates (i) it will give You at least 45 days advance written notice and (ii) You have the right to terminate this Agreement by providing the University written notice of termination at least 30 days before the date the new rate is effective. If you elect to terminate and provide the required written notice, You must vacate the Unit before the effective date of the increase.
8. **Rental 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.
- 8.1.1. **Due Dates.** You are required to make all payments when they become due. Payment is due 30 days after the charge is posted to Your Bursar statement.
- 8.1.2. 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.
- 8.2. **Financial Aid.** If You are receiving financial aid or scholarships paid directly to Your Bursar account, payments will be deducted at the sum necessary to pay any amounts due at the time of disbursement. If Your financial aid or scholarships is insufficient to cover the charges, You are still responsible for the unpaid portion. Anticipated receipt of financial aid or scholarships does not relieve You from payment deadlines.
9. **Late Payment and/or Failure to Pay:** The University understands that life events happen, and these events sometimes put You in the position of deciding whether to return home or pay housing costs. If You experience a catastrophic event or significant emergency, please contact the Executive Director of Housing and Residence Life, or their designee, to discuss Your specific circumstances.

9.1. Late & Service Charges. University service charges can be assessed for outstanding balances. Each service charge will be identified on Your Bursar statement and is immediately due and payable as of the date the charge is assessed.

9.2. Failure to Pay and Delinquent Accounts. If You fail to pay timely or Your account becomes delinquent, in addition to other rights the University has under this Agreement, the University may:

9.2.1. Refer Your account to the University Collections Department or an external agency. In such event, You 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.

9.2.2. Initiate legal action to recover possession of the Unit, all outstanding charges, property damage (if any), and any other fees or costs to which it is entitled under Oklahoma law.

**10. Policy Compliance:** 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, 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.

**11. Room Assignments and Roommates:** Unit assignments are based on Your needs and preferences, Roommate selection, availability, priority, and other criteria. Although the University makes every attempt to place You in the Unit of Your choosing, Your choice may not be available. Failure to receive Your requested Unit is not a basis for terminating or cancelling this Agreement.

11.1. Roommates. You have the option to request specific Roommates.

11.1.1. *Selecting a Roommate.* All roommate requests must be mutual. Both You and Your preferred Roommate must identify each other's full name and OU Sooner ID number.

**12. Housing Accommodations:** You will be assigned housing based on the criteria identified in this Agreement. If You have a disability as defined by the Americans with Disabilities Act (ADA) that requires a housing accommodation, You will be accommodated in the same facility and at the same occupancy rate as originally assigned when possible. If the University determines a change to the original housing assignment is required to implement an ADA accommodation that results in a rate change, You will be charged the lesser of the two rates. All disability accommodations must be requested through the Accessibility Disability Resource Center (ADRC). If You require reasonable accommodation because of religious need, or have other special housing needs, please contact the Housing Office, which will address Your concerns or direct You to the appropriate University office.

- 13. 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.
- 14. Parking:** A parking permit is not required for You to park at Kraettli. This Agreement does not permit You to park a vehicle on other University property. To park a vehicle on other University property, 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.
- 15. Damages:** You are responsible for all damages to Your Unit, Furnishings, equipment, fixtures, and other items listed on the Apartment Inventory and Receipt Form, including a prorated share of damage to the Unit's common areas. You are not responsible for damages resulting from ordinary use, wear, and tear.
- 15.1. Cleaning. You and Your Roommates are also 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 common area a prorated portion of that fee.
- 16. Pet Policy:** Information regarding pets can be found in the Community Living Guidelines, or by contacting the Kraettli office at (405) 325-4431 or [kraettli@ou.edu](mailto:kraettli@ou.edu).
- 17. Marijuana Prohibited:** Because the University receives federal funds, it is required to adhere to the Federal Drug-Free Schools and Communities Act (DFSC). The DFSC requires the University to prohibit the use of illegal drugs on campus. Federal law still classifies marijuana as an illegal drug. Oklahoma laws permitting the possession, use, or distribution of marijuana do not change the University's obligation under the DFSC. Accordingly, You may not possess, use, or distribute marijuana in University property, including Your unit and other housing facilities or areas. If You obtain a Medical Marijuana Patient License because of a documented medical condition or as authorized by Oklahoma law, please contact the Director of Housing.
- 18. 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 Agreement is terminated at no cost or expense to You or the University. Notwithstanding anything to the contrary, this Agreement 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.

- 19. Utilities:** The University provides gas, water, internet access, telephones, sewage, trash/recycling, basic cable, and electricity to the Unit. (Please note that not all University facilities have gas or telephones). Costs for these utilities are included in the 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 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.
- 20. 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.
- 21. Length of Agreement:** This Agreement covers one year, starting the first Monday after the University's spring finals week for undergraduate classes. The dates are posted on the University's academic calendar (<https://www.ou.edu/registrar/academic-calendars>). The University will announce the date when You are able to move into Your Unit.
- 22. Holidays and University Breaks:** Except as otherwise required, You are permitted to stay in the Unit over holidays and University breaks. However, some University services, access to campus dining options, and other facilities may be reduced, restricted, or unavailable during these periods.
- 23. Termination Policies and Procedures:** Regardless of the reason, when You move out of the Unit, You are required to ensure the Unit, including Unit common areas, Furnishing, fixtures, and other items listed on the Apartment Inventory and Receipt Form 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.

23.1. If You are no longer eligible to occupy the Unit as set forth in **Section 2**, this Agreement automatically terminates. You will have forty-eight (48) hours from the date You lose eligibility status to vacate the Unit as set forth in this Agreement.

23.1.1. This does not apply if You are completely withdrawing from classes, graduate, or are released by the Executive Director of Housing and Residence Life. If any of these events occur, You will need to obtain a release. See **Section 24** addressing Agreement releases.

23.1.2. If the University, in its sole discretion, determines You pose a threat to other people, the campus community, or University property, the University may restrict Your access to the Unit or require You to immediately vacate the Unit and University property.

23.2. You must follow and complete all check-out forms and policies.

23.3. Your release from this Agreement or its termination does not relieve You of Your Payment obligations unless stated in writing by the University otherwise. If You are released from this Agreement or it is terminated, You are required to pay:

23.3.1. The prorated nightly rate for room and board for each night You occupied or were able to occupy the Unit.

23.3.2. Any other rates, fees, or other charges due and owing at the time of termination or otherwise allowed under this Agreement.

23.4. If the University is required to clean the Unit after You move out, You will be charged a Cleaning Fee, or in the case of common area a prorated portion of that fee. You may also be charged for any required or necessary repairs.

23.5. Any personal property or belongings remaining in the Unit or its common areas for more than thirty (30) days after you move out will be deemed abandoned. The University is not responsible for any loss or damage to Your belongings or personal property after You move out. You may be charged for storage, removal, or destruction of abandoned property. 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.

## **24. Policy for Release from Agreement:**

24.1. This Lease can be terminated by either Party upon giving 30 days written notice and completing the Kraettli Apartments Release Request. You still must follow the procedures for moving out of the Unit in the Agreement and Community Guidelines.

24.2. If Your roommate signed a separate Agreement, You can also be released from the Agreement by requesting a release. Please note that if You choose to remain in the Unit after



Your roommate is released, You are responsible for all rates and other charges after the date of Your roommate's release.

**25. Violation of Agreement:** If You violate this Agreement, 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 Agreement, the Community Living Guides, or other University policy, referring You to Student Conduct, or exercising any other rights or remedies outlined in this Agreement or allowed by law. The University may also terminate this Agreement if You do not move into the Unit or otherwise abandon the Unit, You make any false statements or misrepresentations on Your Housing Agreement, 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.

25.1. 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 Agreement, 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 Agreement, the University is entitled to recover attorney fees and costs where authorized by law.

25.2. Except for individuals eligible under **Sections 2.2** and **2.5**, You have the right to appeal the decision to terminate this Agreement by making a request to the Executive Director of Housing and Residence Life except where You receive a Direct Administrative Action.

**26. Additional Information:**

26.1. You and Your Roommates are jointly responsible for the Unit and its common areas. This means if there is violation of this Agreement You can both be held responsible. The rates, charges, or other fees charged under this Agreement are split evenly between You and Your Roommates unless otherwise agreed upon by the University.

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

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

- 26.4. The University is not required to pursue every violation of this Agreement. The University's decision not to or failure to pursue any violation of this Agreement is not a waiver of the University's right to subsequently insist on performance or pursue any remedy allowed by this Agreement or law.
- 26.5. You are permitted to use the University's networks and information technology systems, subject to all applicable laws and University policies. The University is not an Internet Service Provider.
- 26.6. All notices, correspondence, and other communications required under this Agreement 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.