

Returning Student Housing Application

(Please type or print legibly)

Name: _____ **Gender Identity** Female
Last First MI Male
 Transmale
 Transfemale
 Neutral

Preferred Name: _____

Home Address _____
Street City/State/Province/Country Zip

Birthdate _____ **Student ID** _____

Phone (____) _____ **Email** _____

USAO Status at time of occupancy (check all that apply):
 Freshman Transfer Freshman Sophomore Transfer Sophomore
 Junior Transfer Junior Senior Transfer Senior

Athlete – Soccer Athlete – Basketball Athlete – Cross Country Athlete – Track
 Athlete – Baseball Athlete – Softball Athlete – Volleyball Athlete – Golf

I require disability accommodations or equipment: No Yes

*Individuals with special needs must make requests for accommodations through Disability Services at disabilityservices@usao.edu.

EMERGENCY CONTACT INFORMATION: The person you list below will be contacted in the event you should become injured, incapacitated, or declared a "missing person."

NAME _____ **RELATIONSHIP** _____

ADDRESS _____
Street City State/Province/Country Zip

TELEPHONE Cell (____) _____ Other (____) _____ **EMAIL** _____

SINGLE STUDENT HOUSING OPTIONS

A deposit of \$200 must accompany this application in order to be processed and reserve a space in one of your preferred choices below. The deposit is your personal responsibility and cannot be paid via financial aid award.

*Do you give permission to release your telephone number, email address, and major once you and your roommate have been assigned? Yes No

* Are you interested in gender inclusive housing? Yes No

No student will be assigned to a gender-inclusive living situation without their express consent.

Semester Occupancy: Academic Year (fall and spring) Fall only Spring only

Please indicate your housing assignment preferences by making a "1" by your first choice, "2" by your second choice, "3" by your third choice, etc.

- ____ Sparks Hall / shared bedroom & bathroom in 4-person suite with twin beds **\$1540/semester**
- ____ Sparks Hall / private bedroom/shared bathroom (limited availability) with twin bed in 2 person suite **\$1965/semester**
- ____ Lawson Apartments/ 4 bedroom/2 bathroom/ 4 person/ private bedroom with full size bed/shared bathroom **\$2430/semester**
- ____ Lawson Apartments/ 2 bedroom/1 bathroom/2 person/private bedroom with full size bed/shared bathroom **\$2930/semester**
- ____ Lawson Apartments Twinned/4 bedroom/6 people/shared bedroom with twin beds/shared bathroom **\$1600/semester**
- ____ Lawson Apartment Middle Room/4 bedroom/6 people/private bedroom with full size bed/shared bathroom **\$2020/semester**
- ____ Robertson Hall/ shared bedroom & bathroom in 4-person suite with twin beds **\$1540/semester**

Meal Plan Options

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19 Convenience+ \$250.00 FLEX

\$1700/semester

19 meals per week that can be redeemed at the Cafe or utilized as a meal exchange at any of our retail locations plus \$250.00 flex dollars. Treat a friend must be present. Max 2 swipes per meal period.

Flex 14 + \$200.00 FLEX

\$1595/semester

14 meals per week for meal plan holder only. Can also be utilized as a meal exchange at both Dusty's and The Daily Grind. 15 Buddy passes that can be utilized in the cafe only. Plus \$200.00 flex dollars for use in our retail locations. Max 1 swipe per meal period.

Flex 12 + \$200.00 FLEX

\$1440/semester

12 meals per week for meal plan holder only. Can also be utilized as a meal exchange at both Dusty's and The Daily Grind. 10 Buddy passes that can be utilized in the cafe only. Plus \$200.00 flex points to be used at our retail locations. Max 1 swipe per meal period.

Commuter/ Lawson Apartment Plan only + \$500.00 FLEX

\$1135/semester

5 meals per week for meal plan holder only. Can also be utilized as a meal exchange at both Dusty's and The Daily Grind. 5 Buddy passes that can be utilized in the Cafe only. Plus \$500.00 flex for use in our retail locations. Max 1 swipe per meal period.

****Meal plans are required. *Housing and Meal Plan Rates are an estimate and are subject to change.***

Criminal History Disclosure

University of Science and Arts of Oklahoma is committed to maintaining a safe environment for all members of the campus community. As such, the campus requires applicants who are currently charged with a crime or who have been convicted of a crime (other than a routine traffic offense or juvenile proceeding) to disclose this information as a mandatory step in the housing application process. A previous conviction or current indictment does not automatically bar residency at USAO, but does require review prior to granting housing. Complete information pertaining to criminal history should be disclosed and reported to the Dean of Students and sent via mail at the time of application for housing to the Dean's attention: USAO Student Services 1727 W. Alabama, Chickasha, OK 73018. Applicants are responsible for verifying receipt by USAO and for maintaining a copy of the receipt of submission. Applicants hereby grant permission to USAO for complete access to criminal records, if any are disclosed. All potential residents listed on this application may be subsequently compared against the statewide registered sex offender database. For further information on these requirements, call (405) 574-1278. It is the responsibility of the applicant to update any subsequent criminal history status not disclosed at the time of application/contract.

General Condition: I am a student enrolled at the University of Science and Arts of Oklahoma. If I am new to University Housing, I must complete the Contract Signature process and pay a \$200 deposit. I am not entitled to a housing assignment and my placement in University Housing is contingent upon available space. If space is not available, the University may terminate this Contract and refund my \$200 deposit. I agree to accept any placement the University assigns to me, including temporary space. I can expect to receive a specific room assignment no earlier than July. I understand that applications received after May 15 may be delayed in receiving housing assignments. I should not make other housing arrangements before checking with University Housing on the status of my room assignment.

By signing this form, I certify that all information submitted on this application/contract is true and accurate. I further agree to thoroughly read and familiarize myself with the Residence Life Terms and Conditions, the Residential Life Guide, and the current edition of the USAO Student Handbook prior to move in. I understand that payment is due on the first day of classes and that financial implications will arise for early termination or cancellation of my Housing Application/ Contract according to readily-available web-based, printed or published version's deadlines, formats, or established criteria.

Applicant's Signature _____ Date _____

Signature of Parent/Guardian* _____ Date _____

(*ONLY required if applicant is under 18 years of age at time of application/contract)

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Residence Life Terms & Conditions

A. Introduction:

On-campus housing is provided to support the educational mission of USAO and facilitate an educational environment conducive to academic pursuits. All the materials contained herein become and shall be an integral and binding part of all residential facility agreements at the University of Science and Arts of Oklahoma. It is the student's responsibility to become familiar with all sections of this agreement. These terms and conditions are not intended to provide the general or specific residential facility information of a non-contractual nature, which is contained in the Residence Life Guide and made available when students check into the residential facility. University regulations and policies affecting residential facility agreements are subject to change. Such changes shall be officially announced. This announcement shall constitute actual notice to residents. The changes shall become effective and binding at the date of the official announcement.

B. University Housing Policy:

- 1) Eligibility and On Campus Residency Requirement
 - a) All single first-time freshmen under twenty-one (21) years of age are required to live on campus in a residence hall. Exceptions may be granted by the university for extreme circumstances that prevent the individual from living on campus and for individuals who reside in their parent's or legal guardian's permanent home if the home is located within a 30-mile radius from campus.
 - b) To be eligible to live in a University Housing Facility, a person must be a student enrolled in and attending at least twelve (12) undergraduate hours for credit for fall and spring and six (6) in the summer semester on campus at USAO. If space is available, exceptions to the minimum credit hour requirement may be made on a semester-by-semester basis for students who are completing degree requirements, upon written request to Student Services with confirmation of their status by the Registrar's office.
 - c) The University reserves the right not to contract with persons who are currently violating or have previously violated the terms and conditions of a housing contract or other University rules or regulations, or who have a past due balance with the University.
 - d) Resident must immediately inform Student Services in writing, via mail, fax, or e-mail when academic eligibility for USAO Housing ceases. (see 1b)
 - e) All residents of University Housing are required to attend a mandatory meeting upon move-in. Other mandatory meetings will be announced as needed.
- 2) Contract Period:
 - a) Length of Contract: All residents must sign an agreement letter/contract in order to occupy the assigned space. Housing offers residential space in two contract periods: the academic year (fall and spring semesters) and the independent study/summer term. Contracts are issued for the entire contract period, or for the remaining portion thereof.
 - b) The period of fall/spring contract begins the day before the first day of classes in the fall and ends the day after the close of spring semester final exams. For contracts that are fall only, the contract period begins the day before the first day of classes in the fall and ends the day after the close of fall semester final exams. For contracts that are spring only, the contract period begins the day before classes start for the spring semester and ends the day after the close of spring semester final exams. Exceptions will be given to graduating seniors and those that are participating in commencement, upon approval by Housing.
 - c) For independent study/summer contracts, the contract period begins the day before classes start and end the day after the close of summer semester final exams.
 - i) A continuing resident who signs an independent study/summer contract and successfully completes the previous academic year requirements, is enrolled for the subsequent Fall semester, and renews/signs a contract for the following academic year, is not required to enroll in classes during the independent study/summer term.
 - ii) A continuing resident who is not returning to Housing the following fall semester is required to enroll in at least one course during the independent study/summer term.
 - d) If the student is approved for housing after the first day of classes, the student will be charged from the date the contract is signed.
 - e) Any resident occupying assigned space prior to contractual move-in dates will be considered an Early Arrival. Students granted permission to check in before the beginning of the academic year (as defined above) are subject to the terms of this contract and will be subject to a daily rate charge.
 - f) Food service will begin with dinner on the evening before classes start and end with dinner on the last day of final exams for each semester. Food service will not be available during Memorial Day weekend, 4th of July, Thanksgiving break, winter break, spring break, and during certain university closures. Any other changes to the food services schedule will be announced and posted.
 - g) The contract period for Sparks Hall does not include winter break. Residents are required to turn in their keys to designated housing staff by the Saturday after finals in the fall semester and they will not have access to the building until the move in day for the spring

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semester. Limited housing during these breaks may be available at Lawson Court for an additional charge. The University cannot guarantee that housing will be available.

- h) Lawson Court and Robertson Hall are open for currently enrolled students to reside in their residences during the semester break period. If a student is not enrolled for the following semester, they must complete a proper checkout by the last day of that semester. (As noted in section 2d, no meal service is available during these periods)
- i) Any student who has not checked into their assigned residential space by 8:00 P.M. of the official check-in date or has not called Student Services to guarantee a late arrival will be declared a no-show and the space may be released for assignment to another student and their deposit will be forfeited. Any student who has not pre-registered (full-time status) for classes by August 1 may forfeit their room assignment and will be placed on a Waitlist.

C. Financial Responsibilities:

- 1) Housing security deposit: A \$200 deposit is required at the time of application, which serves as a reservation deposit until the housing application is approved by Student Services. Applications will not be processed without the accompanying deposit. The deposit cannot be waived for financial or other reasons. Financial Aid awards cannot be applied to pay for a deposit. Assignments are ultimately made by Housing staff based on the date of receipt of the application and deposit together.
- 2) If the resident renews a contract and returns to USAO Housing for subsequent academic year, the deposit will serve as the reservation charge for the following term(s). The Resident will be billed separately for any cleaning/damage charge incurred at end of the current academic year if deposit is extended by renewal to the following academic year.
- 3) Residents who stay for the duration of their current contract period, have no outstanding financial obligations against their university account, submit timely and appropriate documentation as required petitioning for contract release, and who vacate and properly check-out with designated Housing staff may have their deposit refunded at end of contract period if all provisions of the contract have been met. The deposit, less applicable charges or fees, is refunded within 30 days after termination or cancellation of contract is approved and resident vacates.
- 4) Submission of a housing application does not guarantee housing. The university reserves the right to refuse to assign housing to an applicant, refund the \$200 deposit and make all final decisions as to assignment for room and meals.
- 5) Estimated Room and Board Rates can be found on the USAO website and are subject to change. See Current Fee Schedule at <https://usao.edu/student-life/living-on-campus/housing/>
- 6) Room and board payments may be made at one time for each semester or as arranged through the University Business Office. Payment in full for each semester or the first installment payment as approved by the business office must be received by the due date as designated on the University Billing Statement or by the first day of class. Students are responsible for paying all room and board charges for the entire term of the contract. Payment of room and board charges are not contingent upon whether or not a student receives financial aid or loans. If a student chooses to not be reassigned during the consolidation period, they will be charged the full room rate starting the date that reassignment was made by housing staff. Anyone whose bill is not fully paid with the business office is not allowed to refuse reassignment.
- 7) Students must comply with the administrative checkout procedure whenever they leave their Student Assignment. Improper checkouts result in automatic loss of deposit. Therefore, damages and fines (if applicable) will be assessed above the deposit amount.
- 8) Charges may be assessed for damage to or loss of University property both in student spaces and in public areas. Charges for damage to public areas may be prorated to all residents of the hall or area. Charges may be assessed for damage to student spaces that is discovered within two (2 weeks) after the student has checked out, provided the space has not been occupied.
- 9) Resident will be held financially responsible for costs not expressly referenced in this Terms and Conditions that are incurred by USAO in enforcement of this contract, including but not limited to cancellation fees, cleaning costs, moving a resident's possessions, legal charges (including attorney's fees), storage costs, or non-routine maintenance. Resident may also be held financially responsible for remediating damages or recovering non-insured costs to USAO property which may result from resident's reckless, negligent, or improper use of premises, including fire, flood, or pest-related remediation charges.
- 10) Billing resident(s) for assessed damages does not require immediate repair of same; repair is scheduled and conducted at sole discretion of Housing. No deductions shall be allowed in rent during reasonable periods of repair.
- 11) Damages: Resident agrees to use premises, grounds, and all University-issued property and furnishings in proper and responsible manner at all times. At expiration of the contract, resident agrees to surrender same to the University in good repair and condition as normal use dictates. Resident will be charged for misuse or damage within their living unit or common area of the building in which he/she lives, as determined by the Director of Housing or their representative. Any charges assessed during the year under these Terms and Conditions

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will be placed on accounts receivable and are payable immediately. All transcripts and enrollment will be withheld until account is paid in full. Resident has 30 days from billing date to contest charges in writing to the Director of Housing or designee.

D. The University will provide the following:**Sparks Furnishings:**

- 1) A single twin size bed with extra -long mattress, dresser, desk chair and desk.
- 2) Room Key: Each resident for Sparks receives one room key. If the room key is lost during the year, you must pay for the re-coring of the room lock and new keys. Keys shall not be duplicated other than by University officials. All keys must be surrendered to Housing or designated area upon termination of this contract.
- 3) TV lounges, study lounge, laundry facilities and other amenities exist for residents' use within Residence Facilities.

Lawson Furnishings:

- 1) A full-size bed with mattress, dresser, desk chair, desk, sofa, chair, and a table with 4 chairs.
- 2) Room key(s): Each resident for Lawson receives one room key and one apartment key. If any key is lost during the year, you must pay for the re-coring of the room lock and new keys. Keys shall not be duplicated other than by University officials. All keys must be surrendered to Housing or designated area upon termination of this contract.
- 3) TV lounges, study lounge, laundry facilities and other amenities exist for residents' use within Residence Facilities.

Lawson Twin Furnishings:

- 1) A single twin size bed with extra-long mattress, dresser, sofa, chair, and a table with 4 chairs.
- 2) Room key(s): Each resident for Lawson receives one room key and one apartment key. If any key is lost during the year, you must pay for the re-coring of the room lock and new keys. Keys shall not be duplicated other than by University officials. All keys must be surrendered to Housing or designated area upon termination of this contract.
- 3) TV lounges, study lounge, laundry facilities and other amenities exist for residents' use within Residence Facilities.

Robertson Furnishings:

- 1) A single twin size bed with extra -long mattress, dresser, desk and desk chair.
- 2) Room Key: Each resident for Robertson receives one room key. If the room key is lost during the year, you must pay for the re-coring of the room lock and new keys. Keys shall not be duplicated other than by University officials. All keys must be surrendered to Housing or designated area upon termination of this contract.
- 3) TV lounges, study lounge, laundry facilities and other amenities exist for residents' use within Residence Facilities.

E. General Terms and Conditions:

- 1) **Room Security Deposit:** A \$200 security deposit is required in order to apply for USAO housing. This application does not guarantee availability of rooms. If a balance remains on the student's USAO account upon move out, the deposit will automatically be applied to this debt. Following check-out, any remaining deposit will be forfeited after 18 months of inactivity on the student's business office account. The student shall forfeit their deposit if the contract is cancelled or broken or if upon checkout, there is damage to the room and/or university property in the room. The apartment/room, including interior window surfaces, furniture, bathrooms and kitchen appliances, must be cleaned thoroughly prior to completing a proper checkout. Move-out cleaning instructions shall be followed. If resident fails to clean in accordance with the instructions, resident shall be liable for reasonable charges to complete such cleaning and odor removal. This includes charges for cleaning carpets, window treatments, furniture, walls, etc., which are soiled beyond reasonable wear.
- 2) **Assignment Process:** When the housing application has been completely processed, the student's name will be placed on the active list. When final assignments are made by Housing, the student will receive written notification of placement indicating the associated rental amount and the type of accommodation offered. Failure to accept and return the acceptance letter within the stated time period may result in cancellation of the room assignment and forfeiture of deposit. New assignments are normally emailed approximately one month before the start of each semester.
 - a) The University reserves the right to make and alter the Student Assignment and roommate assignments, to consolidate vacancies and to require a student to move from one room or residential facility to another. Race, national origin, disability, religion or any other basis prohibited by federal or state law shall not be considered in making roommate assignments. Student Services will attempt to recognize mutual roommate preferences insofar as regular residential facility space is available. When necessary, the University reserves the right to assign the student to alternate housing (whether short-term or long-term) at either an on-campus or off-campus location(s). The University further reserves the right to require a student to vacate the residential facilities on a temporary or permanent basis for failure to meet financial obligation to the University, exhibiting behavior not conducive to the living-learning environment established in the residential facilities, or failure to remain in good standing with the University. Residents who withdraw

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from the University are required to vacate the residential facilities and must complete a proper checkout with the Director of Housing or designee within 24 hours.

- b) Initial assignment is made approximately 30-45 days prior to the start of each academic term and is sent via email with accompanying letter agreement to be signed and returned to Housing prior to taking occupancy.
 - c) Space Changes
 - i) Students may submit a written request for a room and/or roommate change within their current hall to the Housing staff. These requests will be considered and Housing will notify residents in writing within two weeks of the request submission if the request was granted or denied. Appeals to the decision may be made in writing to the Dean of Students.
 - ii) The University may choose to move the resident to another room or building as deemed necessary in order to maximize and maintain full capacity, efficient operations, and effective space management. When the University notifies resident of an obligation to consolidate, resident agrees to: a) accept other roommates as assigned or self-selected; b) move to another open space as requested; or c) pay any applicable increased premium rate for a room designated as a “single” (if available). Resident must complete move to new assignment within 3 days of notification of obligation to consolidate. Failure to comply within 3 days will result in resident’s student account being billed the prevailing single/private room rate.
 - iii) The University may make temporary assignments or place extra residents in a unit to accommodate a maximum number of residents. As space becomes available, the extra resident must move to regular accommodations.
 - iv) The University reserves the right to make space changes because of physical renovations, remodeling or other valid reasons as determined.
 - v) All non-consolidation moves must be completed within 72 hours of initial email notification of approved space change by Housing to the student, unless the notice states otherwise. Failure to do so may incur additional daily relocation fee. Resident may be required to move in less than 72 hours due to projected cleaning, maintenance, or renovation schedules which necessitate more immediate relocation.
 - d) A roommate's full name, address and telephone number are required on the application in order to process a roommate preference. For roommate preferences to be honored, both applicants must request the other, applications must be submitted in a timely manner and space must be available in the facility requested
 - e) If special accommodations are needed under the Americans with Disabilities Act (ADA), a letter of explanation should be attached to the application. Requests for special accommodations must be received at least one month prior to the anticipated occupancy. Students who require special accommodations must also contact the Office of Disability Services at (405)574-1326.
- 3) **Contract Termination by the University:** Upon reasonable notice and for good cause, the university reserves the right to terminate this contract at any time. Examples of good cause include, but are not limited to: 1) failure to make payment of required charges by announced deadlines; 2) a change in student status, including academic or disciplinary suspension; 3) failure to attend classes; 4) failure to comply with state or federal law; residential facilities policies and regulations; and/or rules and regulations as described in the most current issues of the Student Handbook and Residence Life Guide, this contract and/or its terms; or any other published rule and regulation of the university; 5) failure to admit an officer or agent for reasonable inspection of the room for health, safety or sanitation standards; 6) failure to comply with the direction or order issued by and with the authority of any officer of the university; 7) possession, sale or use of drugs; 8) weapons possession; 9) tampering with life safety equipment or otherwise endangering the safety and/or security of other residents; 10) failure to occupy the assigned space before the established deadlines for each semester; 11) failure to stay enrolled. Students who use and/or possess illegal drugs or weapons in any residential facility will have their room contract terminated without financial refund. All provisions, rules and regulations contained in the Student Handbook and Residence Life Guide are hereby incorporated by reference and are considered to be a binding and agreed part of this contract. Should this contract be terminated, the student may be required to vacate the residential facility immediately unless special permission, in writing, has been obtained from the Dean of Students or a designee of the department. In the event the student does not vacate within the allowed time period, the room lock will be changed at the student’s expense and any property of the student remaining in the residential facility room or building will be treated as abandoned property. All charges for removal and disposal will be assessed to the student.
- a) Termination of any of the above conditions will result in the student being liable for all charges assessed during the term of this agreement and not receiving any refund for current semester room and board fees; forfeiting their room reservation. Students will also be financially responsible for any room damages and unreturned keys and/or access cards and failure to properly check out with a residential facility staff member.
 - b) The university reserves the right, at its discretion, to determine that past behavior and/or criminal activity is such that the interests of the university, the student and/or other students would be best served by alterations or cancellation of the contract. If the university

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becomes aware that a student has a record of criminal conviction(s) or other actions indicating behavior that would pose a risk to person or property and/or could be injurious or disruptive to the residential facility community or the living-learning environment, the university may not accept or may cancel the contract.

- c) Any student who is evicted from the residence halls for disciplinary reasons will be financially responsible for the remainder of the contract. Students who are suspended or expelled for disciplinary reasons are not entitled to a refund of any deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged.
- 4) **Contract Termination by the Student:** Under certain circumstances, Student Services may grant a student the right to terminate this contract. Students must submit a written Contract Cancellation Request Form to Student Services and this form is available from Student Services. This form is only an application for potential release from the academic year contractual requirement. Students should never assume that their request is approved until subsequently receiving written notification of such approval from Student Services. Phone call requests for cancellation are not accepted.
- a) If the student has occupied the assigned space and the request for termination has been approved, they must follow proper check-out procedures published in the Residence Life Guide. Occupancy is defined by the issuance of a key and/or access card to the student for a specified room and does not require actual physical presence by the student and/or their possessions. The student must contact Student Services directly to initiate the process to terminate their contract.
- b) Release from or Termination of Contract: Once the contract becomes binding, the student will be released from this contract only for the following reasons:
- i) Not attending the university (graduation, withdrawal, transfer);
 - ii) Marriage, if living with spouse in the community (marriage certificate required for verification);
 - iii) Participation in an academically sponsored study abroad, co-op, student teaching, or internship program out of the Chickasha area;
 - iv) Called to active duty for military service;
 - v) Significant and unforeseen health or financial reason occurring after the contract binding date. A request for release for this reason must be documented by the student and reviewed and approved by Student Services.
- c) Releases based on the criteria outlined in items i, ii, iii, and iv are granted upon verification and receipt of the student's written cancellation at Student Services. Release based on the criteria outlined in item v is a special circumstance and will require a petition for contract release to Student Services.
- d) In the event that a release is approved, the student is entitled to a refund of room and board charges in accordance with the following refund guidelines: students cancelling their housing and meal plan during weeks two through twelve will receive a refund according to the schedule below:
- 75 percent refund by week four
 - 50 percent refund by week eight
 - 25 percent refund by week twelve
 - After the 12th week of the semester, no refund is given.

The student's university bill will be credited on a prorated basis as defined above based on the date the cancellation is approved or the date of official room checkout, whichever is later. No room and board credit will be given for cancellations effective two (2) weeks before the close of each final examination week. However, a student will not be returned their deposit when breaking the contract even if cancellation is approved.

- e) If a contract release is not approved, the student is eligible to cancel their contract upon payment of 80 percent of the remaining room and board costs.
- f) A student who has a residence hall contract for the academic year and cancels their room and board contract due to not attending the University but subsequently registers for any part of the remainder of the academic year will be bound to the remainder of the contractual obligation.
- g) A student must vacate an assigned space within 24 hours after their withdrawal or eviction from the university/residence halls, or as directed by University Housing.
- h) A student who is evicted from the residence halls for disciplinary reasons will be responsible for payment of the remainder of the contract. Students who are suspended or expelled for disciplinary reasons are not entitled to a refund of any deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged.

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- 5) **Cancellation Waitlist:** In cases where applications exceed the number of bed spaces available and Housing calculates that a limited number of students can be released from their Agreements without resulting in empty beds during the applicable term, students may apply to be released without breach of agreement penalties, after the binding date on a first-come, first-served basis. These students may be placed on a cancellation waiting list until such time that the Housing Office determines whether or not projected occupancy warrants their release. Students who are placed on the cancellation waiting list should not assume that they will automatically be released or released without breach of agreement penalties. Students who have requested release and subsequently change their mind must notify Housing Office, in writing.
- 6) **Consolidation of Residential Facilities Spaces:** Students in double occupancy rooms who have not contracted for single occupancy and do not have a roommate must pay either a single room rate, obtain a roommate, or change rooms. Students who had assigned roommates and the roommate did not occupy their assigned space or withdrew from campus housing within a month of the end of registration for a term must also adhere to the Room Consolidation requirements. Any room changes must be approved in writing by the Director of Housing and be completed within 48 hours after notification to consolidate. If the consolidation has not occurred within the 72-hour period after official notification by the Residence Director, the student will automatically be charged and legally obligated to pay for their room on a prorated basis at a single room rate. The student may only contract for a double occupancy room as a single for the remainder of the current semester and is not guaranteed a single room for the next semester.
- 7) **Damages**
- Residents of a room are held responsible for all associated costs related to damage beyond normal wear to the room or its furnishings.
 - Residents may not change the residence hall facilities nor remove or replace furniture supplied with the room.
 - Repair and maintenance issues are made only by university-authorized personnel. These individuals have access to all rooms for health, safety, maintenance, and custodial purposes.
 - Resident shall not disconnect, cover up, intentionally damage or remove the battery from a smoke detector. Resident may be subject to fines, charges for damages, civil penalties, and attorney fees for not complying with this requirement.
 - Damages or excessive cleaning in public areas on the floor and stairwell (restrooms, lounges, study rooms) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The assessment of such damages is payable upon demand.
 - Students are advised to purchase renter's insurance concerning personal coverage. The university is not responsible for any loss of or damage to the personal property of the student, nor will the university be responsible for any injury or damages to the student's person or property while the student is a resident.
- 8) **Repairs and Malfunctions:**
- All requests for general/non-emergency repairs and services must be submitted in writing as soon as possible to the Residence Life Staff by using the maintenance request form. This includes any issues with carpet holes, broken glass, broken locks or latches, appliances, fixtures, air conditioning or other equipment that impacts the health and safety of residents. Maintenance staff may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption.
 - Emergency Malfunction: In case of malfunction of utilities or damage by fire, water, or similar cause, resident shall call the RA phone or Security immediately. This includes a toilet that has overflowed.
 - It is resident's responsibility to submit a maintenance request in order to request repairs in a timely manner.
 - Any decorating by resident which is not approved by Housing Staff and results in damage to the unit may result in damage or repair charges to restore the living unit to original or acceptable condition.
 - Housing is responsible for maintaining living units and interior public residential areas. Housing shares responsibility with other campus facilities units for grounds, sidewalks, pathways and other exterior areas. Basic service for heat, lighting, and water will be maintained on a priority basis. Other necessary repairs will be completed as availability of staff, time, parts or weather permit.
 - Housing will determine what constitutes a facilities emergency regarding resident health, safety, or welfare. A facility-related condition which merely causes temporary inconvenience or discomfort to resident(s) within unit may not be defined as an emergency requiring immediate attention. Non-emergency designation could mean repair next available business day.
 - All repairs are to be completed by University staff or USAO-approved contractors. Repairs conducted by residents or other unauthorized persons will be redone and billed accordingly to resident(s).
 - If as result of fire, flood, renovation, weather, or other substantial cause, the Director of Housing or their representative determines that the assigned living unit is uninhabitable, resident will be offered alternative accommodations based on a space available basis. Payments may be adjusted when alternative accommodations are not equal to the original assignment. If space is unavailable,

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Housing staff will make reasonable efforts to help find off-campus housing and refund deposits as required (contract payments prorated to last day of campus occupancy).

*For further clarification of emergency vs. non-emergency repairs, please consult your Residence Life Guide.

- 9) **Room Inspections, Searches and Seizures:** Students are guaranteed the rights of any citizen and therefore will not be subject to unreasonable searches and seizures. The courts, however, have recognized the right of the University to conduct reasonable inspections, searches and seizures in order to enforce University regulations. USAO reserves the right to conduct such inspections, searches and seizures within limits of the law (for detailed guidelines reference the Room Inspections, Searches and Seizures section of the Residence Life Guide and/or Student Handbook).
- a) University Housing Facilities, rooms, and Student Assignments may be entered by University officials or staff in cases of emergency, for maintenance, pest control, safety inspection, or when University officials have reasonable grounds to believe that a student may be violating University policy, University regulations, or the law.
 - b) In order to provide better health standards in University Housing Facilities, the University takes periodic pest control measures. Residents will be notified when regular spraying, fogging, or other treatment of Student Assignments will occur and the University reserves the right to exercise its Right of Entry in such cases.
 - c) Requests for maintenance made by residents for work or repairs in their Student Assignment grant University personnel the Right of Entry without notification to the resident.
 - d) Rooms/apartments may be periodically inspected for health/safety violations. Violations may result in administrative charges, conduct action and/ or the termination of the University Housing contract.
- 10) **USAO'S Right of Inspection and Entry:** Student/resident agrees that USAO, or its agents or representatives, may enter the assigned space, Unit, or other Units at the University at reasonable hours for the purpose of making inspections, repairs, or for the purpose of displaying the assigned space or Unit to prospective student/resident or purchasers. In an emergency situation, USAO may enter at any time to protect life or prevent damage to the Assigned space or Unit. Student/resident by placing a maintenance request for work to be performed authorizes USAO or agent to enter dwelling unit for the purposes of completing that work order in a timely manner.
- 11) **Room Key:** A key(s) shall be issued to each resident. The key shall remain University property loaned or licensed to the student only so long as the student may rightfully occupy the residential facility room to which said key provides access. The resident shall not deliver, surrender, or otherwise relinquish possession of the room key to any unauthorized individual or permit the key to be duplicated or modified. Unauthorized possession, duplication, or modification of said key may be grounds for formal prosecution. Keys shall not be duplicated other than by University officials. All keys must be surrendered to Housing or designated area upon termination of this contract. If a key is lost during the year, you must pay for the re-coring of the room lock and new keys. Violation of any provision in this paragraph may be grounds for declaring the student in breach of the contract or other action by the University.
- 12) **Meal Plan/Drover Card:** University of Science and Arts of Oklahoma meal plan requirement stipulates that all students who reside in campus housing are required to purchase a Sodexo meal plan, regardless of their housing assignment. This contract is for an academic year (fall and spring), unless starting in the spring semester. Food service will begin with dinner on the evening before classes start and end with dinner on the last day of final exams for each semester. Food service will not be available during Memorial Day weekend, 4th of July, Thanksgiving break, winter break, spring break, and during certain university closures. Any other changes to the food services schedule will be announced and posted. Meal plans are personal, non-transferable and non-assignable. Students not marking a meal plan choice above or choosing "None" will be placed on the least expensive meal plan for which the student is eligible. There is no refund for missed meals or unused FLEX spending. Meals not used within fall semester are not transferable to the spring semester. FLEX will be transferred from fall to spring semesters only. For a medical disability, contact Student Services for information regarding the process to obtain accommodations. Special dietary needs will be considered. The student may terminate this contract during a semester if they withdraw from all classes or obtains an approved contract cancellation from Student Services. Any requests for the cancellation of a Meal Plan Contract must be made in writing each semester. Requests for cancellations are not automatically approved. Approval is only obtained by proving documentation that extenuating circumstances are present. Lack of use is not an extenuating circumstance and is not grounds for release. Termination of the contract takes effect the date the cancellation of the contract is approved. Resident meal plans are refunded on the following schedule: During the first week of the semester, students receive a 100 percent refund of their meal plan fee minus any charges and/or fees. Students cancelling their meal plan during weeks two through twelve will receive a refund according to the schedule below:
- (a) 75 percent refund by week four
 - (b) 50 percent refund by week eight
 - (c) 25 percent refund by week twelve

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(d) After the 12th week of the semester, no refund is given.

Meal plan changes can only be made through the fifth (5th) day of classes each semester. After the 5th (fifth) class day of the first semester of the contract period, students may only increase their meal plan; no decreases will be allowed. Requests for change must be made in writing and signed by the student. Meals missed because of late move-in, special diets, religious beliefs and activities, employment, or classes scheduled during the meal hours are not refundable.

- 13) **Subletting:** This housing agreement shall not be transferred or assigned to any person other than the person as named therein. It is hereby mutually agreed that all provisions of the Student Handbook, Residence Life Guide, all provisions and policies of Housing and Food Services, all University regulations, all Federal, State, and local laws, are binding upon the contract.
- 14) **Casualty or Emergency:** All reasonable efforts are made to protect University Housing Facilities and residents from fire, theft, or other major casualty. However, the University is not responsible for loss or damage to students' personal property for any cause or reason. Moreover, the University is not responsible for any injuries, including but not limited to death to residents or guests, or damage to their property that may result from misuse of the premises or arising from any act that violates this contract or University policy. If the Student's Assignment should become uninhabitable due to fire or other casualty, the University will attempt to relocate the student in University housing if available. If the University is unable to relocate the student to other University housing, then the University may terminate this agreement. The University shall not be responsible for any failure to provide housing or meals in the event conditions arise which are not wholly within its control (i.e. acts of God, fire, strike, lockouts, terrorism, riots, etc.).
- 15) **Housing Shortage or Emergency:** In the event of a student housing shortage, the University may increase the occupancy of residence hall rooms or assign the resident to other housing units. In the event of a national or regional emergency, the University may move or reassign the resident to a different housing unit and increase the occupancy of rooms. The University may implement a limited menu dining service and consolidate serving units in the event of an emergency.
- 16) **Abandonment of Personal Property:** If the vacating resident left personal property in a room and/or apartment or storage area, whether by proper checkout or improper checkout, a written notice will be sent to the listed forwarding address and/or email and they will be given 30 days thereafter to claim the items. If no response is received within the 30-day deadline, the personal property left in a room and/or apartment or storage area, shall be deemed to have been abandoned and will become the property of USAO and the state of Oklahoma. It may be removed and disposed of at the contractee's expense. The University shall not be responsible or liable for any losses or damages to any abandoned property. USAO assumes no responsibility or liability, in any way or manner, for maintenance, protection, or safekeeping of abandoned personal property or any personal property on university premises.
- 17) **Immunization Verification:** Oklahoma Law requires all new students living in campus housing be provided with information about Meningococcal disease and the availability of a vaccine that may prevent meningitis. As part of the housing contract, the student – or parent in the case of a minor – will attest that he/she has either received the vaccine or chosen not to be immunized against meningitis and signed a waiver. No additional documentation of this vaccination is required. This requirement is part of the housing contract and must be met when you move into campus housing. Failure to comply with this requirement will result in removal from university housing.
- 18) **Pets/Animals:** Except as required by law, all pets (for example dogs, cats, birds, rodents, reptiles) are prohibited from University Housing Facilities. Small, harmless fish in less than 10-gallon tanks are permitted, but these must be removed from the facility during breaks and at the end of the contract period. Guests may not bring cats, dogs, or other pets to the area while visiting. Strays should not be encouraged to remain in the area. Any animal found in the area will be presumed to be a stray and may be removed. Failure to adhere to this provision may result in immediate termination of the housing contract. Resident(s) seen hosting unauthorized animals (other than Assistance, Support, or Service Animals assisting persons with disabilities), however temporary the visit, may incur a Cleaning/Room Recovery charge per occasion, billed to resident's account.
- 19) **Assistance Animals, Service Animals (SA), and Emotional Support Animals (ESA):** Requests regarding the presence of Assistance Animals, Service Animals (SA), and Emotional Support Animals (ESA) for students with disabilities on the USAO campus is coordinated, reviewed, and maintained by the Office of Disability Services.
 - a) Resident seeking use of an Assistance Service or Emotional Support Animal within housing must submit an Accommodation Animal Request Form to Disability Services for review and evaluation. Disability Services may require submission of additional supporting documentation to process this request. Disability Services will inform Housing of student's eligibility for requested assistance or accommodation.
 - b) University housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of Assistance Animals is not an undue administrative burden or fundamental alteration of University housing, USAO reserves the right to assign or reassign an individual with an Assistance Animal to a single room without a roommate.

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- c) USAO personnel shall not be required to provide care or food for any Assistance Animal including, but not limited to, removing the Assistance Animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the Assistance Animal and may not be held responsible for the care, damage to, or loss of the Assistance Animal.
 - d) Housing also reserves the right to move pet supplies (e.g. scratching posts or cages) to complete necessary work.
 - e) The Owner may be charged for any damage caused by their Assistance Animal beyond reasonable wear and tear including the cost to remove pet odors to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University housing. The University shall have the right to bill the individual's account for unmet obligations under this provision.
 - f) Housing reserves the right to exclude any pet from campus housing in circumstances including, but not limited to: aggressive behavior, disruption to the community, care or hygiene concerns, the animal causes or has caused excessive damage to University housing beyond reasonable wear and tear and/or threat to the health or safety of others.
- 20) **Guests:** Residents are responsible for the behavior of their guests. The University reserves the right to restrict the number of nights any non-resident may spend as an overnight guest in any University Housing Facility. University Housing reserves the right to restrict access by guests who have violated university policy and/or present a threat to the safety or security of facility residents. All applicable policies regarding guests must be adhered to. (See Guest Visitation in the Residence Life Guide)
- 21) **Tobacco Use:** USAO is officially designated as Tobacco-Free Environment. Consequently, all smoking and use of tobacco products is expressly prohibited anywhere on campus property at all times, including residential buildings and parking lots. If resident or guest chooses to smoke (including use of e-cigarettes, e-inhalants, vapor products and hookahs), they must do so off-campus. Violations of these provisions can subject resident to student conduct proceedings or other disciplinary charges.
- 22) No resident is to use their room or permit it to be used for any commercial purposes, except for incidental commercial use such as receipt of telephone solicitations of sales orders. Commercial soliciting in the building or on the grounds is forbidden.
- 23) Students are expected to know and abide by federal and state law; policies and rules of the Board of Regents, State of Oklahoma; and the terms and conditions of the residence halls contract as well as the USAO Student Handbook and Residence Life Guide. Violations of these rules are handled through the disciplinary procedures of the residence halls and/or through the university.
- 24) **University Liability:** Although security precautions are taken, the University does not provide security or protection services as part of the Housing contract. The University nor any agent of USAO are not responsible for and will not reimburse resident for damage or loss of personal effects resulting from third-party misconduct, weather-related disturbances, other natural conditions, or malfunction of plumbing, appliances, or other facility-related systems. The University shall not be held responsible or liable for any personal injury, loss, theft, or damage incurred or sustained by residents or their guests. Each resident is responsible for insuring and securing their individual person and property, and is strongly encouraged to secure personal renter's insurance or sufficient coverage under a parent's applicable homeowner's or renter's policy. Such policy coverage should be in continuous effect during the full period of on-campus residency, including breaks when resident may not be physically on-campus. University parking facilities are used at Resident's or guest's risk.

USAO is an Equal Opportunity/Affirmative Action institution in accordance with Civil Rights legislation and does not discriminate on the basis of race, religion, national origin, sex, age, handicap, or other factors prohibited by law in educational programs, activities, admissions or employment.