**Southeastern Oklahoma State University**

**Residence Hall & Meal Plan Contract Terms & Conditions**

To be eligible to complete this contract, the applicant must be an admitted student of Southeastern Oklahoma State University (SE). At the time of residence in University Housing, defined as receipt of key, an individual must be classified as an enrolled student (with a minimum enrollment of 6 hours for fall/spring or 3 hours for summer), at SE. (Exceptions may be made for ECU nursing students who are taking classes on-campus at SE, and/or at the discretion of the Director of Housing & Residence Life, who will only make approvals in writing.)

**CONTRACT TIMELINE**

This contract covers the time period where school is in session during both the fall and spring semesters for the Academic Year. Thanksgiving and Spring Break periods are included in this contract (meal plan service may not be provided during times when the classes are not in session); however, December intersession and summer sessions must be contracted separately, and additional charges will apply.

**CONTRACT TERMS**

***Legally Binding:*** This document becomes a legally binding contract when accepted and subscribed by SE Housing & Residence Life. This will normally occur upon receipt of the signed contract. In the event of a shortage of space, temporary on and off campus accommodations may be assigned at the discretion of the Department of Housing & Residence Life.

***Contract Alterations or Omissions:*** Alterations or omissions of this contract are not recognized by SE Housing & Residence Life and do not release you from the conditions of the contract. This includes, but is not limited to, failure to respond to all questions on the profile and contract as well as failure to identify a meal plan where a meal plan is required. Students may be notified of modifications made by the University via email, inclusion in the Resident Student Handbook, and/or postings in the Residence Halls.

***Insurance Responsibilities & Damages:*** Although precautions are taken to maintain the facilities and adequate security, the University does not carry property insurance. The student and his/her parent or legal guardian are strongly encouraged to carry appropriate insurance, including renter’s insurance, to cover any loss of personal property. Residents are responsible for any damages that occur in their assigned room or hall. Person(s) responsible for damages in the room(s) or public areas will be billed for the cost of repair/replacement. If damage occurs in common areas, and the individual(s) responsible cannot be identified, the floor, wing or hall community may be charged for replacement, repair or cleaning.

***Rates and Payments:*** The amounts you are to pay and the due dates for payment shall be determined by the “Room and Board Rate Sheet” for the relevant year, which is incorporated into this contract by reference. Rates are subject to change at the direction of the Board of the Regional University System of Oklahoma (RUSO). Contract amount will be pro-rated on contracts with start dates after the second Friday of classes. Students living in all campus housing locations are required to purchase a meal plan. In addition to Room and Board charges, the student will be liable for payment of other fees as described on the Room and Board Rate Sheet, including the following:

* Mail Services Fee: an optional non-refundable fee charged each semester by SE for a campus mailbox and the related services.
* Housing Activity Fee: a non-refundable fee charged each semester for programming, activities, and related services in the residence halls.
* Other Fees: fees the University may impose from time to time in conformity with University rules and policies.
* Room Reservation Fee: a non-refundable fee charged when a student

 books a room with SE Housing & Residence Life.

***Entry into room:*** The University reserves the right to enter your room at any time that a health, safety, maintenance, and/ or damage inspection of the premises is warranted, or as deemed necessary for an institutional-purpose search.

***Behavior:*** Provisions regarding student conduct and appropriate behavior are published in the Resident Student Handbook and the SE Code of Student Conduct or through appropriately designated University publications and are incorporated into this contract by reference.

**OCCUPANCY AND ROOM CHANGE**

***Assignment:*** When this contract is signed, either online or manually, accommodations will be conditionally reserved based upon availability. Temporary accommodations may be assigned at the discretion of the Department of Housing & Residence Life. Although the contract process allows you to choose a room preference, you are contracting for on-campus housing accommodations, and not for a particular room, building or roommate.

***Administrative Room Changes:*** Housing & Residence Life reserves the right to relocate students to address administrative or operational needs.

***Consolidation:*** SE reserves the right to consolidate vacancies by reassignment or adjusting the occupancy of a room to maximize the use of space. Further, the University may take such action as is necessary to control the use of rooms in the event of an epidemic, disaster or other conditions that appear to warrant such control.

***Room Transfers/Changes:*** Residents are assigned a room through the Housing & Residence Life Office and must obtain written authorization from an authorized Housing & Residence Life Staff member before they can transfer to another room. In most cases, a room change fee will apply.

***Occupancy/Sublet:*** Your assigned living space cannot be sublet under any circumstances.

# FINANCIAL RESPONSIBILITY

This agreement obligates the signor to full payment of the financial obligations paid as indicated in the “Room and Board Rate Sheet” which is incorporated into this contract by reference. Failure to satisfy the financial obligations accrued under this contract may result in denial of permission to enroll and/or issuance of transcripts pursuant to SE rules and regulations governing the imposition of these sanctions as well as the placing of liens on any eligible accounts as determined by state and local laws. Failure to meet financial obligations may also result in a student being denied access to his/her living accommodations and termination of this contract. Refunds will be governed by the Terms and Conditions of the contract as specified under the Termination of Contract section.

***Financial Aid:*** The University reserves the right to automatically apply financial aid funds to your housing contract balance. If the financial aid applied to your room and board charges is insufficient to cover your total contract, it is your responsibility to ensure that your account is current and paid in full. Failure of the University to automatically apply available financial aid does not relieve you of your financial responsibility.

# MEAL PLAN SPECIFIC TERMS

Residents of University housing are required to choose a Meal Plan. The Flex Choice 5 meal plan is only available to residents of Shearer Hall & Suites. Flex dollars associated with a meal plan are added to the patron’s dining account at the start of each semester for which a plan has been purchased. Flex dollars may be used like a debit card in the Café or Magnolia Grill. Flex dollars are non-refundable. Flex dollars remaining at the end of Fall semester will be carried over to the Spring semester providing another plan containing Flex is in place at the beginning of the Spring semester. Flex dollars remaining at the end of the Spring semester will be carried over to the summer session providing another plan containing Flex is in place for the summer session. Flex dollars remaining at the end of the summer session will be forfeit. Meals do not carry over from semester to semester. A plan must be purchased for each semester.

***Meal Plan changes:*** Each Fall and Spring semester, changes may be made to meal plans thru the 9/10 in the fall and 2/10 in the spring. No changes will be accepted after these dates. Students who cancel after this date will be responsible for the full semester meal plan charges.

***Charges for Plans purchased after the start of the semester:*** Purchase price of Meal Plans initially contracted after the second Friday of classes of a semester will be pro-rated based on the value of the base (cost minus Flex) at the time of purchase. Flex attributable to the plan will not be pro-rated (patron will be charged for and receive the full value of Flex dollars associated with their plan on their meal plan account). The purchase price of Block plans and Commuter-Only plans are not pro-rated.

**TERMINATION OF CONTRACT**

***Right to terminate:*** The University reserves the right to terminate this contract at any time, and the resident may be required to move upon notice, if the Department of Housing and Residence Life determines that the continued residency of the student would pose a danger to life, health or the general wellbeing of the residential community and/or facilities. Violation of the terms of the contract (including all University and Residence Hall policies) requiring termination by the University will result in cancellation charges to the student at 100% of the value of the contract. Certain conditions may also be imposed on residents who have violated policies of the University in addition to and/or in lieu of termination of the contract. Conditions can include, but are not limited to, community service and counseling. The University assumes no liability for violations of University policies where the University is unaware of said violations. If the University places the student on academic or disciplinary suspension and/or the student is banned from living or visiting in a University Residence Hall, the student will be responsible for the cancellation terms of this contract at 100% of the value of the contract.

***Enrollment:*** If the student is not minimally classified as a part time student (enrolled in at least 6 undergraduate or 4 graduate credit hours at SE) by the end of the first week of the semester, the University may, at its discretion, terminate this contract and charge the student’s account according to the cancellation terms described in this document. NOTE: failure to enroll and/or withdrawing from classes does not automatically cancel this agreement.

***Check-in:*** If the student fails to check into the assigned space by the first Friday of class for each semester, the University may, at its discretion, terminate this contract and charge the student’s account according to the cancellation terms below.

***Cancellation:***

**1)** If you terminate this contract you will be subject to the following conditions:

**A. July 15 and prior:** You will owe the $100 room reservation fee

**B. After July 15 and prior to the first day of class and/or receiving room key (whichever comes first):**

• You will owe the $100 room reservation fee and;

• You will be charged a $500 cancellation fee

**C. After initial receipt of room key at the beginning of contract term:**

• You will owe any per day costs, and;

• You will be responsible for 50%\*\* of the remaining value of the contract, which includes Fall and Spring semesters, plus non-refundable fees.

**2)** If you graduate from SE during the term of this contract, and notify the Housing & Residence Life Office in writing before 11/15 of the fall semester for a fall graduation, the 50% charge will be waived.

**3)** If you withdraw from the university:

**A.** During the first two weeks of your first semester of the Academic year only, you will owe a $500 cancellation fee, any per day costs, and non-refundable fees listed within the terms and conditions.

**B.** If you withdraw at any other time during the term of this contract, you will be responsible for per day costs plus 50% of the remaining value of the contract, which includes both Fall and Spring semesters, and non-refundable fees.

**4)** If you never enroll at the university, you will be subject to the following conditions:

**A.** Prior to receipt of room key you will owe the $100 room reservation fee, plus a $500 cancellation fee.

**B.** After initial receipt of room key, all charges outlined in The Terms and Conditions apply.

**5)** No refunds will be given for meal plan after 9/10 for the fall and 2/10 for the spring; no refunds will be given for housing during the last 2 weeks of the semester.

***Meal Plan Cancellations***: Future semester meal plans will be refunded at 100% (includes Flex). Plans must be cancelled **prior** to the meal plan start date, which corresponds to the first move-in date offered by the University. Current semester meal plans may be changed or cancelled and pro-rated up to 9/10 in the fall semester and 2/10 in the spring semester. After this date, students will be charged for the full semester meal plan.

***Note****: Residents must complete a cancellation form. The 50% remaining value of the contract will be calculated from the date when the official and proper checkout has been completed with a member of the Housing & Residence Life staff and room keys are returned.*

**CERTIFICATION OF MENINGOCOCCAL COMPLIANCE**

Oklahoma Statutes, Title 70 §3243, requires that all students who are first time enrollees in any public or private postsecondary educational institution in this state and who reside in on-campus student housing shall be vaccinated against meningococcal disease or choose not to be vaccinated. A) I have received and reviewed detailed information on the risks associated with meningococcal disease, and B) I have received and reviewed information on the availability and effectiveness of any vaccine (against meningococcal disease), and C) I have been vaccinated OR I choose not to be vaccinated\* against meningococcal disease.

\*By executing this contract, I voluntarily agree to release, discharge, indemnify, and hold harmless Southeastern Oklahoma State University, its officers, employees, and agents from any and all costs, liabilities, expenses, claims, demands, or causes of action on account of any loss or personal injury that might result from my decision not to be immunized against meningitis.

**ADA ACCESSIBILITY**

If you believe that you require adaptive or accessible housing on the basis of a disability or heart problem, please contact the Coordinator for Student Disability Services (580-745-2392). TDD # 580-745-2704. Request received after the housing application deadline (6/15 for the fall semester, 11/1 for the spring semester or 4/1 for the summer session) may not be able to be accommodated.

***EQUAL OPPORTUNITY STATEMENT***

*In compliance with Title VI of The Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, Southeastern Oklahoma State University does not discriminate on the basis of race, color, national origin, sex, age, religion, handicap, disability, your status as a veteran in any of its policies, practices, or procedures; this includes but is not limited to admissions, employment, financial aid, and education services*.