

## **Southeastern Oklahoma State University Housing Contract Terms & Conditions (includes Residence Hall Room & Meal Plan)**

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 undergraduate hours for fall/spring (minimum of 4 graduate hours) or 3 undergraduate/graduate 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, starting on the 1<sup>st</sup> day of regularly scheduled “move-in”. 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, Winter Intersession and summer sessions must be contracted separately, and additional charges will apply.

### **APPLICATION DEADLINES & ROOM SELECTION**

Applications for housing may be submitted at any point. However, the Priority Deadlines are considered May 15<sup>th</sup> for the fall semester, November 15<sup>th</sup> for the spring semester and April 1<sup>st</sup> for the Summer session. The Room Selection and/or Assignment Process will begin after these dates. Students who have submitted their housing application prior to the Room Reservation Process starting, will have priority on room selection. More details on the Room Selection Process for each semester will be posted on the HRL webpage ([www.se.edu/hrl](http://www.se.edu/hrl)) and other social media.

### **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 Department Social Media postings or 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). "Late contracts" that start after the 2<sup>nd</sup> week of classes will be pro-rated on a weekly basis. (Any contracts that begin before the end of the 2<sup>nd</sup> week of the classes will be considered a full semester contract.)

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 (AKA RHA) 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 is deemed necessary for an institutional-purpose search.

**Behavior:** Provisions regarding student conduct and appropriate behavior are published in the Residence Hall Handbook and the SE Student Handbook & Student Code of Conduct

**Behavior:** Provisions regarding student conduct and appropriate behavior are published 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.

## **COVID-19 ACKNOWLEDGEMENT**

The undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including in Oklahoma. SE Policies and protocols have been established in accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, the Oklahoma State Department of Health and SE Student Wellness Services (“Public Health Authorities”), for slowing the transmission of COVID-19. Student hereby agrees, represents and warrants that he/she will abide by all University policies and protocols regarding COVID-19 which are periodically updated and communicated via University email and other locations. This may include a requirement to quarantine/isolate when exhibiting symptoms, testing positive, after travel to designated higher risk areas, and other conditions which the University deems appropriate. (Link to current SE information, guidance, protocols and reporting forms: <https://www.se.edu/student-wellness/coronavirus-update/>)

The CDC Travel Health Network is continuously updating the list of high-risk geographic areas and student agrees that he/she is aware of this list and the areas listed. The undersigned further acknowledges that SE has taken certain steps to implement recommended guidance and protocols issued by Public Health Authorities for slowing the transmission of COVID-19, including, without limitation, the access and use restrictions described above, a requirement to wear face coverings or masks, limitations on the number of participants in certain areas including classrooms and buildings, and social distancing requirements. While acknowledging that these restrictions and other precautionary measures may or may not be effective in mitigating the spread of COVID-19, Student agrees to comply with such restrictions and precautionary measures at all times during participation in the Activity. Student further acknowledges and agrees that SE may revise its procedures, including without limitation, suspension or cancelation/termination of use of SE facilities and/or the Activity, at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and student further agrees to comply with SE’s revised procedures as a condition of his/her continued occupancy in SE student housing. Student further acknowledges and agrees that due to the nature of communal housing, social distancing of 6 feet per person may not be possible at all times. Student fully understands and appreciates both the known and potential dangers of university housing and acknowledges that their occupancy in SE housing may, despite, SE’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

#### **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.

**Late payment Fee:** A Late Payment Fee may be applied to any individuals who have not paid all housing charges by 10/15 in the fall or 3/15 in the spring.

**Financial Aid:** The University reserves the right to automatically apply financial aid funds to your housing contract balance (room, board, and associated fees). 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.

## 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 termination 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 termination 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 Contract Termination terms described in this document. NOTE: failure to enroll and/or withdrawing from classes does not automatically terminate this contract. The student remains financially responsible for the contract until/unless the student has terminated their contact in writing, following contract termination and check-out procedures established by SE Housing & Residence Life.

**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 Contract Termination terms below.

### **Contract Termination (aka Contract Cancellation):**

1. If you terminate this contract, for any reason, including, but not limited to, withdrawal/failure to enroll, you will be subject to the following conditions:
  - a. **July 1st and prior:** You will owe the \$100 room reservation fee
  - b. **After July 1<sup>st</sup> and prior to the first day of class and/or receiving room key (whichever comes first):**
    - i. You will owe the \$100 room reservation fee and;
    - ii. You will be charged a \$500 Contract Termination fee
  - c. **After initial receipt of room key or the 1<sup>st</sup> day of regularly scheduled "Move-In" (whichever comes first) at the beginning of contract term:**
    - i. You will owe any per day room costs, and;
    - ii. You will be responsible for 50%\*\* of the remaining value of the contract, which includes Fall and Spring semesters, plus non-refundable fees.
2. **First Time-Full Time Students** who never check-in (never receive a key) to the SE Residence Halls and who never attend any classes, may be eligible for a discounted rate, representing the non-refundable Room Reservation Fee and the Contract Termination Fee only. Students who meet these criteria must make the request in writing to the Director of Housing & Residence Life at the time of contract termination. Requests will not be accepted retroactively. The student will be notified in writing if they are approved for a discounted rate.
3. **December Graduates:** 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 (for the spring semester housing) will be waived.
4. **Meal Plan Terminations:** No refunds will be given for meal plan after the 4<sup>th</sup> week of the fall or spring contract term\*. Future semester meal plans will be refunded at 100% (includes Flex/Thunderbucks). In order to be refunded at 100%, Meal Plans must be terminated **prior to**

the meal plan start date, which corresponds to the first move-in date offered by the University for that semester. Current semester meal plans may be changed or terminated and pro-rated up to the end of the 4<sup>th</sup> week of the semester contract term\*. After this date, students will be charged for the full semester meal plan.

**Note:** Residents must complete a **Contract Termination 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 received by Housing & Residence Life staff. All contracts represent the Academic Year (Fall and Spring) or are Spring Only or Summer Only. Academic Year contracts that are terminated in the fall semester, are subject to 50% contract value for the spring semester, and may not be billed for this amount until December or January of the Academic Year.

### MEAL PLAN SPECIFIC TERMS

Residents of University housing are required to choose a Meal Plan. Meals do not carry over from semester to semester. A plan must be purchased for each semester.

#### **Meal Plan Options**

- **BOLT's Favorite Plan: (Unlimited Plan)**- The Unlimited plan allows you unlimited access to the All-You-Care-to-Eat (AYCE) meals in the Café located in the Glen D. Johnson Student Union as many times as you'd like. You can enter for breakfast, lunch, and dinner. This plan is for an individual student and is non-transferable. During Fall and Spring semesters the Unlimited plan provides \$100 in Flex to use at the Magnolia Eatery.
- **The Storm Plan: (10 Meal/Week Plan)** - The 10 Meal plan allows you to enjoy any 10 AYCE meals in the Café per week (Sunday through Saturday), plus \$200 in Flex Dollars. The number of meals resets each Sunday morning, and any unused meals do not carry over week to week. This plan also comes with \$200 in Flex Dollars for the semester, which can be used like a debit card in the Café, Magnolia Eatery.
- **Lightening Plan: (FLEX CHOICE 7 Plan)** - The Flex Choice 7 Plan offers the student the availability of 7 AYCE meals per week (Sunday through Saturday) in the Café. The number of meals resets to 7 each Sunday morning, and any unused meals do not carry over week to week. The meal plan also comes with \$500 in Flex for the semester, which can be used like a debit card in the Café, Magnolia Eatery.
- **Wind Shearer Plan: (FLEX CHOICE 5 Plan)** - Available to Shearer Hall and Suites Residents - This plan is only available to residents of Shearer Hall and Suites. It provides for 5 AYCE meals per week (Sunday through Saturday) in the Café. The number of meals resets to 5 each Sunday morning, and any unused meals do not carry over from week to week. This meal plan also comes with \$250 in Flex Dollars. It is only available to residents of Shearer Hall and Suites.

#### **Flex Dollars (AKA Thunderbucks)**

- 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 Eatery.
- 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.

**Meal Plan changes:** Each Fall and Spring semester, changes may be made to meal plans through the end of the 4<sup>th</sup> week of contract term\*. No changes will be accepted after these dates. (At the discretion of the Director of Housing & Residence Life, exceptions may be made for students who wish to increase their meal plan.) Charges for contracts that are terminated or modified prior to the end of the 4<sup>th</sup> week of the contract term\* will be prorated and refunded based on the week of contract termination. Refund/Pro-rate will be based on

the Base Rate of the meal plan selected. The default plan for any contracts submitted without a meal plan selected is “Bolt’s Favorite” (unlimited) Plan.

Contracts terminated:	Percent of Base Rate <sup>a</sup> that will be refunded
Before the 1st Day of the Contract Term*	100%
During the 1st week of the Contract Term*	90%
During the 2nd week of the Contract Term*	75%
During the 3rd week of the Contract Term*	50%
During the 4th week of the Contract Term*	25%
After the 4th week of the Contract Term*	0%

Students who terminate their contract after the 4<sup>th</sup> week of the contract term\* will be responsible for the full semester meal plan charges.

<sup>a</sup> BASE RATE is the total amount of the meal plan less the flex/thunderbucks, which are non-refundable

\* Contract term begins the first day of scheduled regular move-in for each semester.

**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 on a weekly basis using 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.

**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 Application Priority Deadlines (May 15<sup>th</sup> for the fall semester, November 15<sup>th</sup> for the spring semester and April 1<sup>st</sup> for the Summer session) will be accommodated on an availability basis, and 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.*