

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 at 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 3 graduate hours) or 3 undergraduate/graduate hours for summer, at SE. (Exceptions may be made for students who are actively enrolled in another program and who are approved to live in SE Residence Halls, at the discretion of the Director of Housing & Residence Life, who will only make such approvals in writing.)

CONTRACT TIMELINE

This contract covers the time when school is in session during both the Fall and Spring semesters for the Academic Year, starting on the 1st day of regularly scheduled “move-in” (which is usually one week before classes start in the Fall and on the Thursday before classes start in the Spring). 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 15th for the fall semester, November 15th for the spring semester and April 1st 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) and/or other HRL social media.

CONTRACT TERMS

Legally Binding: This document becomes a legally binding contract when accepted and subscribed to 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

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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 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 discretion of the Board of the Regional University System of Oklahoma (RUSO). “Late contracts” that start after the 2nd week of classes will be pro-rated on a weekly basis. (Any contracts that begin before the end of the 2nd week of the classes will be considered a full semester contract.)

Housing & Meal Plan charges are due on or before the 1st day of full semester fall and spring classes, for the respective semester, unless covered by documented financial aid or assistance. Southeastern does not mail billing statements. Students may view or print their current statement and make a payment on Colleague Self Service under Student Finance. To view financial aid information on Colleague Self Service, select Financial Aid. Payments may be made through Colleague Self Service. Late fees will be applied on unpaid balances after the last business day in September (for the fall semester) or February (for the spring semester). If you have any questions concerning payment of room and meal plan charges, please contact the SE Business Office at (580) 745-2851 or businessoffice@se.edu.

Students living in all campus housing locations are required to purchase a meal plan. (A limited number of meal plan reductions and/or waivers may be granted for special circumstances by applying within the SE Housing Portal.)

Additional Housing-associated Fees: 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 related services.
- Housing Activity (AKA RHA) Fee: required non-refundable fee charged each semester for programming, activities, and related services in the residence halls.
- Housing Safety & Security Fee: required non-refundable fee charged each semester for safety and security measures.
- Room Reservation Fee: required non-refundable annual fee charged when a student reserves (books) a room with SE Housing & Residence Life.
- Other Fees: fees the University may impose from time to time in conformity with University rules and policies. (Most fees associated with Housing may be found at the bottom of the Room and Board Rate Sheet for each AY.)

Entry into room: The University reserves the right to enter your room at any time to investigate/address any 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 *Resident Student Handbook* and the *SE Student Handbook & Student Code of Conduct* and through other designated University and/or Housing & Residence Life publications (including emails, webpage, and official University or department social media accounts) and are incorporated into this contract by reference.

OCCUPANCY AND ROOM CHANGE

Assignment: When this contract is signed by the student and accepted by the University, via normal processing, 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. The default assignment for any submitted contracts without a room selection made by 8/1 will ordinarily be for a shared room with shared bath unless such rooms are not available and then the individual will be assigned on a space available basis.

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. The Room Consolidation Process normally occurs during the first 8 weeks of each semester.

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.

Check-out procedures: Check-out procedures are distributed via email regularly at the end of each semester. Check-outs prior to the end of the semester procedures are outlined within the Housing Portal under Contract Cancellation (“Cancel my Contract”). Residents are responsible for reading and following proper check-out procedures and may be subject to additional charges for failing to follow proper procedures.

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 (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 violations of any University and/or 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 3 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. 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 following contract termination and check-out procedures established by SE Housing & Residence Life. (Note: This process will involve canceling the contract within the SE Housing Portal unless otherwise instructed by the Director of Housing & Residence Life or the Housing Operations Coordinator. Verbal communication will not be accepted as a formal contract cancelation.) Campus housing is intended for students. Individuals who are no longer enrolled are expected to terminate their Housing Contract and properly check out immediately, and within one business day of no longer being enrolled. SE Housing may restrict/control access and takes administrative steps to remove belongings in rooms/spaces that no longer have an enrolled student occupant.

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): Regardless of the date of submission of your Housing contract, 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:

- For AY Housing Contracts:

- July 1st and prior: Forfeit the \$100 room reservation fee.
- After July 1st and prior to the first day of the Contract Term (which is the same as the first day of Regular Move-In) and/or receiving room key (whichever comes first): Forfeit the \$100 room reservation fee plus \$500 Contract Termination fee.
- After initial receipt of room key or the 1st day of the Contract Terms (which is the 1st Day of regularly scheduled “Move-In”), whichever comes first: 100% of room costs per week until the contract termination and check-out is completed and 50% of the remaining value of the contract through the end of the AY (Fall & Spring semester), plus non-refundable fees.
- For Spring Only Housing Contracts:
 - November 1st and prior: Forfeit the \$100 room reservation fee.
 - After November 1st and prior to the first day of the Contract Term (which is the same as the first day of Regular Move-In) and/or receiving room key (whichever comes first): forfeit the \$100 room reservation fee plus \$500 Contract Termination fee.
 - After initial receipt of room key or the 1st day of the Contract Terms (which is the 1st Day of regularly scheduled “Move-In”), whichever comes first: 100% of room costs per week until the contract termination and check-out is completed and 50% of the remaining value of the contract through the end of the Spring semester, plus non-refundable fees.
- For Summer Only Housing Contracts – refer to additional terms stated in Summer Housing Contract Terms & Conditions.

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.

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.

Spring Student Teachers: Resident students who will be relocating to engage in enrolled student teaching activities during the Spring semester will be eligible to have the 50% Spring semester housing charges and associated fees waived, provided that the student:

- **Notifies Housing & Residence Life by 11/15. Students must email (housing@se.edu)** to advise HRL staff of their intention to terminate their Spring Housing contract to relocate near the assigned Student Teaching experience. The email must be sent from the student’s SE student email address and must be sent to the Housing email listed above. (Verbal statements to any staff will not be accepted.)
- The **student is enrolled** in the associated SE courses for the Spring semester, and
- **Follows proper procedures** to cancel their Spring Housing Contract (and Spring meal plan) using the SE Housing Portal before 11/15 of the fall semester,
- **Follows proper procedures to check out** by 4pm of the last day of the Fall Housing Contract (aka the Friday of fall finals week.)

Meal Plan Terminations: No refunds will be given for meal plans canceled after the 4th week of the fall or spring contract term*. Future semester meal plans will be refunded at 100% (includes Thunderbucks/Flex). 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 on a weekly basis, up to the end of the 4th week of the semester contract term*. After this date, students will be charged for the full semester meal plan.

Note: All contracts' cancellations must be performed within the SE Housing Portal (In rare cases, an individual may be directed to submit a written Contract Termination Form. In this case, the directives to complete the paper/written form must be received by the individual from the Director of Housing & Residence Life or the Housing Operations Coordinator.) The 50% remaining value of the contract will be calculated from the date when the housing contract has been terminated/canceled and a proper checkout, (including returning the key issued for the room, if the individual has already checked into the room), has been completed in the Housing & Residence Life Office. 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 participants are advised to monitor posted days and hours of service for all venues. In general, the Café provides meal service during regular fall and spring semesters when regular classes are in session. Additional days/hours of service may be posted.

- The Café serves All You Care to Eat (AYCE) meals, which means that you can go back up to the service area an unlimited number of times during the service period. These meals are for the individual and not transferable. Located in the G. D. Johnson Student Union.
- Magnolia Eatery serves made to order items, such as hamburger, grilled chicken sandwiches, French fries, grab & go items, beverages, snacks, etc. Located in the G. D. Johnson Student Union.
- Einstein Bros. Bagel® is the most recent addition to our meal service and offers a variety of sandwiches, bagels, spreads, coffee, and other snacks. Located on University Boulevard, adjacent to Barnes & Noble Bookstore.

Note: Individuals who fail to select a meal plan by 8/1 for the Fall or 12/1 for the Spring semester will be assigned to Bolt's Favorite/Unlimited Meal plan by default.

MEAL PLAN OPTIONS

BOLT's Favorite Plan: (Unlimited Plan)- The Unlimited plan allows you unlimited access to the 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 Thunderbucks per semester. This plan is considered the default meal plan if a resident student fails to select a meal plan.

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 Thunderbucks. The number of meals resets each Sunday morning, and any unused meals do not carry over from week to week. This plan also comes with \$200 Thunderbucks per the semester.

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 from week to week. The meal plan also comes with \$500 Thunderbucks per semester.

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 Thunderbucks per semester. The Wind Shearer Plan is only available to residents of Shearer Hall and Suites. Students who are not assigned to Shearer Hall and who select this plan may have their meal plan administratively changed to the default meal plan, Bolt’s Favorite Plan.

THUNDERBUCKS (AKA Flex Dollars)

Thunderbucks 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. Thunderbucks may be used like a debit card in the Café, Magnolia Eatery, and in the Einstein Bagel® on Campus. Thunderbucks are non-refundable.

Thunderbucks remaining at the end of Fall semester will be carried over to the Spring semester providing another plan containing Thunderbucks is in place at the beginning of the Spring semester. Thunderbucks remaining at the end of the Spring semester will be carried over to the summer session providing another plan containing Thunderbucks is in place for the summer session. Thunderbucks 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 4th week of contract term*. Regardless of the start date of the Housing Contract, 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 4th week of the contract term* will be prorated and refunded based on the week of contract termination, according to the chart below. 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.

	Percent of Base Rate ^a that will be refunded
Contracts terminated: 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 4th week of the contract term* will be responsible for the full semester meal plan charges.

- ^a BASE RATE is the total amount of the meal plan less the Thunderbucks/flex dollars, 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 Thunderbucks/Flex) at the time of purchase. Thunderbucks attributable to the plan will not be pro-rated (patron will be charged for and receive the full value of Thunderbucks associated with their plan on their meal plan account). The purchase price of Block plans and Commuter-Only plans are not pro-rated.

COMMUNICABLE DISEASE

Occasionally, public health officials will find it necessary to quarantine or isolate individuals based on infectious exposures or symptoms of illness. Students will be expected to abide by the university Communicable Disease Policy Statement found in the SE Student Handbook. Families and individuals are encouraged to visit ready.gov/plan to prepare for the impacts of such an event.

Students should also be aware that Oklahoma requires MMR and Hep B of all enrolled students

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 15th for the fall semester, November 15th for the spring semester and April 1st 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.