

2019-2020 Student Housing Contract

The Contract for Student Housing is an agreement between Cameron University, and the Resident whose name appears on the Contract. The Resident is responsible for carefully reviewing all information including the terms and conditions before signing and submitting the Contract to Cameron University. When this Contract is signed and returned to the Office of Student Housing, it becomes a binding contract between the Resident and Cameron University.

| PLEASE PRINT O | | | | CU ID# |
|------------------|---|----------|----------|---|
| Resident Name:_ | Last | | First | Middle |
| Please Circle: | Fall and Spring O | Spring O | Summer O | |
| Resident Signatu | re: | | | Date: |
| | of Parent or Guardian if resinge at the time contract is sign | | | Signature of Parent or Guardian if resident is under 18 years of age by the first day of class. |

GENERAL

- 1. SCOPE OF SERVICES. Included within the scope of services covered by this contract are room occupancy, food service, internet connection, cable, and laundry of Residence Hall or Apartment occupancy. These must remain in effect throughout the term of occupancy. Termination of this contract may also terminate the Student's right to participate in room occupancy and meal plans offered by Cameron University.
- 2. TERM OF OCCUPANCY. The terms are indicated in this contract. Cameron University is an equal opportunity institution. Student Housing will not be granted or denied based on race, color, national origin, gender identity, gender orientation, sexual orientation, genetic information, age, religious affiliation, disability, political beliefs, or status as a veteran. The Resident must be enrolled full time with Cameron University to reside in University- managed Housing. Any exception to the full time status condition must be approved by the Director of Student Housing. Fall and spring full time status equals at least 12 credit hours for undergraduates, at least 9 credit hours for graduate students. Summer full time status equals at least 6 credit hours for undergraduates, at least 3 credit hours for graduate students. Rooms may be occupied ONLY by Residents to whom they are assigned. Room changes and building transfers may be allowed only after receipt of written approval by the Director of Student Housing.

DATE OF OCCUPANCY

Cameron Village

Fall and Spring: August 16th, 2019 at 10:00 a.m. – May 2nd, 2020 at 12:00 p.m. Spring: January 4th, 2020 at 10:00 a.m. - May 2nd, 2020 at 12:00 p.m. Summer: May 24th, 2020 at 10:00 a.m. - July 24th, 2020 at 12:00 p.m.

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Fall: August 16th, 2019 at 10:00 a.m. - December 14th, 2019 at 12:00 p.m. Spring January 4th, 2020 at 10:00 a.m. - May 2nd, 2020 at 12:00 p.m.

Occupancy between semesters may be granted under a separate contract. Contact the Office of Student Housing for more information.

3. CHARGES AND PAYMENT. The university establishes charges for housing, food service, cable, laundry, Residence Hall or Apartment activity fee, and other charges incidental to residence living. These charges will appear on the Resident's account, and the Resident agrees to pay these charges to the University as set forth.

A \$200 reservation/damage deposit is required for any University managed Housing.

- For new Housing applicants, if a contract is cancelled after July 8th for the new residents starting in the Fall Semester, December 2nd for new Resident starting in the Spring Semester, and May 15th for new residents starting in the summer session, the deposit is non-refundable.
- For all returning Residents, if a contract is cancelled after June 1st for the fall semester the deposit is non-refundable.
- Deposits submitted after deadline dates will be forfeited in the event of a cancellation.

All fees, charges, and/or fines associated with housing occupancy are charged to the individual Resident's Cameron University account. All financial liabilities are considered due to Cameron University, and are subject to University established late fees and/or interest charges.

For the Fall Semester, a minimum \$600 payment must be paid by 5:00 p.m. on August 1. Any Resident that has not paid this payment by the August 1 deadline will forfeit their room assignment. Those making payment with financial aid must make arrangements with the Student Housing Office prior to August 1. All Student Housing account balances must be paid in full prior to September 30th. Interest charges of 1.5% will be assessed monthly on outstanding balances beginning September 30th. Any Resident who has a housing and/or meal balance, as of October 1, will have their contract terminated, unless other arrangements are made prior to the deadline. Termination of this contract will result in immediate removal of the Resident and their property.

For the Spring Semester, no pre-payment will be required for Residents returning in the spring. New Residents will be required to make a \$600 minimum payment prior to move-in. All Student Housing account balances must be paid in full prior to February 28th. Interest charges of 1.5% will be assessed monthly on outstanding balances beginning February 28th. Any Resident who has a housing and/or meal balance, as of March 1, will have their contract terminated. Termination of this contract will result in immediate removal of the Resident and their property.

For the Summer Semester, no pre-payment will be required for Residents returning in the Summer Semester. However, new Residents are required to make a \$300 minimum payment prior to move-in. All Student Housing account balances must be paid in full prior to June 30th. Interest charges of 1.5% will be assessed monthly on outstanding balances beginning June 30th. Any Resident who has a housing and/or meal balance, as of July 1, will have their contract terminated. Termination of this contract will result in immediate removal of the Resident and their property.

Any unpaid balance including tuition or fees may be taken out of the Resident's housing deposit at the time of clearance and may be turned over to an outside collection agency for payment.

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FACILITIES

- 4. CARE OF FACILITIES. The Resident shall use reasonable diligence in the care, cleaning and maintenance of their room, as well as, common areas of the Residence Hall or Apartment and shall leave the facilities in the same good condition which existed when the occupancy began, reasonable wear and tear accepted. No alteration may be made to University property without the prior written consent of the Director of Student Housing. The Resident agrees to pay, upon demand, for any damage to University property that results from the negligence, carelessness, accident of the Resident or the Resident's guest. If the identity of those responsible for the damage to University property cannot be determined after investigation, Student Housing staff, at their discretion, may apportion the cost to repair the damage among any or all of the Residents of the Residence Hall or Apartment. Any Resident who fails to pay for damages assessed will not be permitted to register, nor will such Resident be issued an official transcript, until damage assessments are paid in full.
- 5. LIABILITY AND INDEMNIFICATION. Except as prescribed by the GovernmentTort Claim Act, the University assumes no liability for personal injury or damage to or loss of property for any reason, including, without limitation: actions of third persons, theft, burglary, assault, vandalism, other crimes, fire, smoke, flood, water leaks, rain or hail, ice or snow, explosions, other phenomena or interruption of utilities. The Resident agrees to hold harmless and indemnify the University for any claims or damages payable as a result of the negligence or other acts of the Resident. The University strongly recommends that the Resident secure insurance to protect against injury, damage or loss incidental to the Resident's occupancy. Any Resident who fails to pay for damages assessed will not be permitted to register, nor will such Resident be issued an official transcript, until damage assessments are paid in full.
- 6. ADMINISTRATION AND INSPECTION. The University shall be responsible for performing administrative tasks necessary for the delivery of services included within this agreement and shall perform those duties in an efficient manner. By way of example, the University reserves the right to make room assignments as necessary. From time to time, the University may promulgate rules and regulations for the general safety, welfare and comfort of the entire population of the Residence Hall or Apartment. The University reserves the right to enter rooms after proper notice for purposes of inspection, verification of occupancy, safety, health, maintenance and to reclaim University property. The room may also be entered whenever a Resident permanently vacates the room, or whenever a Resident vacates a room for a holiday break period to ensure that established closing procedures have been followed. University official, upon proper identification of the person and purpose, may enter the room without the Resident's consent if either an emergency situation exists or when there is probable cause that a violation of University or Student Housing regulations is occurring.
- 7. PEST CONTROL. The office of Student Housing has the right to inspect and treat infestations. You must allow access to your room/apartment at reasonable times to allow pest control professionals to inspect for and/or treat bed bugs as allowed by law. Student Housing may also inspect and treat adjacent/neighboring rooms/apartments to the infestation even if those rooms are not the source or cause of the known infestation. The Resident is responsible for and must, at the Resident's expense, have personal property, clothing and possessions treated according to accepted treatment methods established by Student Housing Bed Bug policy.

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TERMINATION

- 8. TERMINATION BY RESIDENT PRIOR TO FIRST DAY OF CLASSES. All cancellations must be submitted to the Office of Student Housing in writing by the Resident.
- 9. TERMINATION BY RESIDENT AFTER FIRST DAY OF CLASSES. All obligations associated with this contract are binding. All requests for contract release must be made in writing and must include appropriate supporting documentation. Upon receipt of the written request and supporting documentation, the Student Housing Office will review the request and will respond in writing within 3 business days. If you are enrolled in classes and terminate your Contract on or after the first day of classes you will be charged the following:

- a. Forfeiture of \$200 deposit
- b. Meal plan charges will be the greater of the dollar amount used by the Resident or the amount the University has been charged by Food Services
- c. The Resident will pay a portion of their total housing costs based on time of termination:

1st week of the semester- 20% of total housing cost

2nd week of the semester- 40% of total housing cost

3rd week of the semester- 60% of total housing cost

4th week of the semester- 80% of total housing cost

5th week of the semester and later- 100% of total housing cost

d. The housing Contract is for the entire academic year, if a Resident terminates their contract for the spring semester during the fall semester and is still enrolled in classed they are required to pay 20% of their total housing costs.

In calculating any refund due, the University shall be entitled to set-off for any amounts due from the Resident for any reason, including but not limited to tuition, mandatory and academic service fees, library, and parking fees.

- 10. TERMINATION BY UNIVERSITY. This Contract may be terminated prior to its expiration by the University in any of the following events:
 - a. Failure of the Resident to pay any charges required when due
 - b. Failure of the Resident to be enrolled in a minimum of 12 hours for undergraduate or 9 hours for graduate
 - c. Failure of the Resident to comply with the terms and conditions of this contract, or
 - d. Violation by the Resident of any University policy, rule or regulation

Residents whose Contract was terminated by the University are subject to the same charges as set forth in section 9 [TERMINATION BY RESIDENT].

- 11. RELEASE FROM HOUSING CONTRACT. If you wish to be released from the Contract, you may apply for a Contract Release from the Director of Student Housing or their designee. Releases are at the discretion of the Director of Student Housing. Release will be granted only under extreme and extenuating circumstances. If a release is approved, and after completion of proper clearance procedures, the Resident will be obligated to pay for room charges accumulated from the start of the Contract through date of checkout, a cancellation fee of 20% of the remaining balance of the Contract, and the deposit is forfeited. If the Resident moves prior to a release, charges will accumulate until a release is approved.
- 12. FOOD SERVICE CONTRACT CANCELLATION. In the event that a Resident's Contract is terminated either by the Resident or by the University, the Resident's meal plan will be terminated at the time of contract cancellation. Meal plan charges will be the greater of the dollar amount used by the Resident or the amount the University has been charged by Food Services.

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RULES AND REGULATIONS

- 13. REMOVAL OF PROPERTY. Upon the normal expiration or termination of this contract, the Resident shall remove all property from the premises. Any property that remains after checkout or termination shall be deemed abandoned and may be removed and disposed of by the University. The University is under no obligation to provide storage for property abandoned.
- 14. OTHER RIGHTS OFTHE UNIVERSITY. Upon termination of this contract by the University, the University may reenter and reassign the Resident's space. Any property of the Resident remaining upon such reentry may be disposed of in the same manner as property abandoned.
- 15. UNIVERSITY POLICIES, RULES AND REGULATIONS. At various places in the contract, references are made to the Dates of Occupancy and Conditions of Contract sections which are incorporated into this Contract by this reference. Other University publications, such as the Code of Student Conduct, Housing Policies, Rules and Regulations, may also affect the rights and obligations of the Resident but are not a written part of this contract. Resident must adhere to all University policies.
- 16. SUBLETTING. Under no circumstances will the Resident be allowed to sublet their room.
- 17. RESERVATION/DAMAGE DEPOSIT. It is an expectation that a Resident return their rooms/apartments to their original state prior to being checked out of their room. It should match the condition of their Room Condition Report (RCR) filed at the beginning of the residency excepting "normal" wear and tear. This includes: cleanliness, damages, and placing the furniture back in its original location. Any damages to a Resident's housing assignment or other common area will be deducted from the \$200 deposit. Any charges beyond the amount of the deposit will be charged to the Resident's account.

The Resident agrees to pay, upon demand, for any damage to University property which results from the negligence, carelessness or accident of the Resident or the Resident's guest(s). If the identity of those responsible for the damage to University property cannot be determined after investigation, Student Housing staff, at their discretion, may apportion the cost to repair the damage among any or all residents of the Residence Hall or Apartment. Any Resident who fails to pay for damages assessed will not be permitted to register, or be issued an official transcript, until damage assessments are paid in full. The University has the right to withhold from a Resident's deposit any charges or fines owed the University including but not limited to tuition, mandatory and academic service fees, library, and parking fees.

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POLICY

- 18. PRODIGY POLICY. An application for on-campus housing by a prodigy Student, defined as a Student under the age of 17 on the first day of class, will be reviewed on an individual basis. The Student Housing Office is not obligated to provide housing for prodigy Students, but may do so at their discretion. A parent or legal guardian must sign housing applications for all Students who are under the age of 18 by the first day of class.
- 19. FELONY POLICY. Students convicted of a felony must receive special permission to reside in the Residence Halls or Apartments. This includes convictions that may occur after a Resident moves into the Residence Halls or Apartments.
- 20. EXEMPTIONS FROM FULLTIME STATUS. The Director of Student Housing may in some cases waive the full-time status requirement for Resident based on extenuating circumstances. If a Resident requests, and is granted such an exemption, it will be documented in the Student Housing Office.
- 21. ENTIRE AGREEMENT. This written Contract contains the entire agreement between the Resident and the University. No oral agreements have been made, and no amendment to the written Contract is valid unless reduced to writing and signed by both the Resident and the University. This Contract shall be constructed under the laws of the State of Oklahoma, who shall have jurisdiction to declare any portion of this Contract invalid, the remainder shall remain in full force and affect.