

ELIGIBILITY

To be eligible to complete this contract, the applicant must be actively pursuing admission to the University of Central Oklahoma. At the time of residence in University Housing, defined as receipt of key, an individual must be classified as a full-time student, which means a course load of 12 hours a semester, at the University of Central Oklahoma (UCO) as defined by Federal Financial Aid policy.

CONTRACT TIMELINE

This contract covers the time period where school is in session during both the fall and spring semesters for the 2008-2009 Academic Year. The dates of the contract are August 9, 2008 through May 9, 2009. Thanksgiving and Spring Break periods are included in this contract; 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 UCO Housing. This will normally occur upon receipt of the application, application fee, signed contract, and any required fees. 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.

Contract Alterations or Omissions: Alterations or omissions of this contract are not recognized by UCO Housing and do not release you from the conditions of the contract. This includes, but is not limited to, failure to include all options when ranking your hall/apartment preferences and failure to identify a meal plan for each of your rank ordered preferences where a meal plan is required.

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 to cover such losses. 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 "Housing Rate Sheet" 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). Students living in all housing options, with the exception of University Commons, are required to purchase a meal plan option. In addition to Housing charges, the student will be liable for payment of other fees ("Other Fees") as described in the university Housing Handbook, including the following:

- Post Office Box Fee:** a non-refundable fee charged each semester by UCO for a required campus post office box.
- RHA Fee:** a non-refundable fee charged each semester for programming and activities in the residence halls.
- Other Fees:** fees the University may impose from time to time in conformity with University rules and policies.

Entry into room by a University Official or their designated contractor: The University reserves the right to enter your room at any time that a health, safety, maintenance, and/or damage inspection of the premises as deemed necessary.

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

Foreclosure: In the event that a third party shall take possession of the University Suites or University Commons Projects, either as the result of a foreclosure or any other transfer in lieu of foreclosure by a third party, the student shall agree to such third party as its landlord under this Housing Contract, and the Housing Contract will be recognized as a direct Housing Contract from such third party to the student.

OCCUPANCY AND ROOM CHANGE

Assignment: When the application fee, advance payment, AND this contract are received, accommodations will be conditionally reserved based upon availability. Temporary accommodations on and off campus may be assigned at the discretion of the Department of Housing. All academic term contracts received prior to July 10th will be notified in writing of their assignment no later than July 31st. Contracts received after July 10th will be notified via phone, e-mail or mail. You are contracting for on-campus housing accommodations, NOT for a particular room, building or roommate.

Consolidation: The University of Central Oklahoma 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 Office and must obtain written authorization from an authorized Housing Staff member before they can transfer to another room.

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

TERMS AND CONDITIONS

FINANCIAL RESPONSIBILITY

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 UCO rules and regulations governing the imposition of these sanctions. Failure to meet financial obligations may 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.

NOTICE: Charges for the University Commons, University Suites, and Central Plaza are non-institutional charges. Federal Financial Aid regulations require that student permission be granted before financial aid money is used to pay non-institutional charges. Completing and signing the housing contract supersedes any written or other communication to the Financial Aid office regarding the use of financial aid to pay for housing charges related to University Commons, University Suites, and Central Plaza.

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 determines that the continued residency of the student would pose a danger to life, health or the general well-being of the residential community. Violation of the terms of the contract requiring termination by the University will result in payment of 100% of the value of the contract. A resident may be required to seek professional counseling on campus as part of an agreement to continue occupancy. If you do not check into your assigned space by the first Friday of class, the University may, at its discretion, terminate this contract and charge your account according to the cancellation terms below. If you are placed on academic suspension by the University of Central Oklahoma, you will be responsible for the cancellation terms of this contract.

1) If you are enrolled at the UCO and terminate this contract you will be subject to the following conditions:

A) Prior to receiving room key:

•\$150 cancellation fee (If the advance payment is paid, this will be applied towards this fee. If the advance payment was waived, you will be charged \$150 through the UCO Bursar and subject to any holds or collections therein.

B) After receiving room key:

•You will be responsible for 50% of the remaining value of the contract, which includes Fall and Spring semesters.

2) If you graduate from UCO, and follow housing notification processes, during the term of this contract, the 50% does not apply.

3) If you withdraw from the university during the first two weeks of the Fall semester only, UCO Housing will reimburse 100% of the value of this contract minus any non-refundable fees listed within the terms and conditions. If you withdraw at any other time during the term of this contract, you will be responsible for 50% of the remaining value of the contract, which includes both Fall and Spring semesters.

Meal Plan Termination exceptions:

The base portion of the contract (the cost minus the flex dollars) will be refunded at 50% of the remaining value of the contract for the current semester. Future semesters will be refunded at 100% of the value. The flex dollar amount is deposited to a declining balance trust account once per semester. The declining balance trust account will enable residents to make dollar for dollar purchases at all campus food locations. Remaining balances will carry over from fall to spring semester, but are forfeited at the end of the spring semester. Flex payments under this contract are non-refundable.

NOTE: The 50% of the remaining value of the contract will be calculated from the date when an official and proper checkout has been completed with a member of the Housing 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 the University of Central Oklahoma, 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.

TERMS AND CONDITIONS