

Bacone College
Housing & Dining Services Contract 2016-2017 Academic Year

Name: _____

Email:

Gender: _____

Date of Birth:

Student Cell Phone: _____
Address: _____

Permanent

Signature: _____

Date:

SIGNATURE

1. I acknowledge my signature on this Housing Contract constitutes a binding agreement for the entire academic year (both semesters) in accordance with the terms and conditions of this contract.
11. In Consideration of an assignment in the University residences, I agree to pay the contracted price for Housing and Dining charges and to abide by the terms and conditions of the housing contract. I understand preferences cannot be guaranteed and specific assignments are made based on space availability, date of application and admission to the university.
111. I understand each resident is responsible for conduct which is acceptable for community living, including adherence to the policies stated within this contract and the policies as stated in the Student Handbook.

All new students, and students under 21, are required to reside in on-campus housing. All exceptions must be granted by the Director of University Housing or his/her designee (requests should be made before classes begin). This requirement is founded on the belief that living on campus provides students with the educational and social groundwork necessary for continued personal and academic success. You must be currently enrolled at Bacone to be eligible to live in residential facilities. For any semester a student must be enrolled in a minimum of one (3) hour course. If a student drops below the required credit hours, they must apply in writing to the Director of Housing at his/her designee, for permission to remain in residency. All provisions, rules, regulations and policies in the Student Handbook are considered part of the housing contract and are binding on all parties.

Emergencies: In the event of an epidemic or emergency when there is reason to believe that the occupants of the room are in serious physical or psychological distress, or for any other purpose in accordance with applicable law or University policy. The resident is not required to be present at the time of entry. Entry into a room or apartment for reasons other than those listed above will be made during reasonable hours.

Behavior: All residents and their guests are expected to be familiar with and abide by the Student Handbook as published on the University website. These standards are incorporated by reference into this Contract and therefore constitute a legally binding contractual agreement between the resident and the University. Residents and their guests must adhere to the Student Handbook within all University owned and/or operated residential facilities. Violations of the Student Handbook will be adjudicated through the Student Life Conduct System. Violations which compromise the safety and security of residents may result in contract termination and other appropriate disciplinary action up to and including suspension or expulsion from the University. Information on the Residence Life Conduct System can be found in the Student Handbook located on the University website.

In addition, all students at the University are required to adhere to the University's Code of Conduct, which is contained within the Student Handbook well as applicable University Policies.

Fire and Safety Equipment: Tampering with fire and safety equipment is a violation of state law and University policy, and may result in disciplinary action by the University and/or University Housing, including fines or removal from University housing. Tampering includes, but is not limited to , disconnecting, intentionally damaging, covering or vandalizing in any way; smoke detectors, fire sprinklers, alarm horns, pull stations, fire extinguishers, door closers or exit signs. Covering or hanging anything on fire sprinkler heads or pipes is NOT permitted at any time. No storage less than 18 inches from light fixture or a ceiling is permitted. Any malfunction of fire safety equipment, including smoke detectors or fire sprinkler equipment, should be immediately reported to your Hall Staff or Campus Police 918.781.7200.

University Liability: The University does not assume any obligation or liability for personal injury or for loss or damage to items of personal property which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this contract, provided that in the event of personal injury or property loss or damage directly resulting from negligent acts or omissions on the part of a University employee or agent, the University shall be responsible for such negligence to the extent provided by applicable law. This disclaimer of liability includes but is not limited to damage or loss caused by fire, water, theft, and flooding. **Residents are strongly encouraged to purchase renter's insurance for protection against property loss and eviction or disturbance of residents' use of the facilities or render the University liable for damages unless the University willfully refused to supply said services without cause or excuse.**

Residence Life Procedures

Abandoned Room & Unclaimed Belongings

If housing staff ascertains that you are no longer living in your room, an attempt will be made to contact you. After 48 hours, your belongings will be packed and all non-perishable items will be placed in storage at your expense. You will be charged for the cost of packing and storing your belongings, key charges and any other charges that result from an improper check out. If your belongings are not claimed within 10 days, they will be donated to charity.

Assignments

Priority for room assignments is based on the date that your housing application is received. The application reserves space, not specific halls or rooms. Room requests cannot be guaranteed. An early contract is the best security for a specific space. All rooms are assigned as double occupancy. Requests for room changes are accepted at any time but are not fulfilled until space permits. Those requests are available in the Housing Office.

University Housing reserves the right to alter room assignments and/or special interest floors at any time. If the semester has begun, Housing will give five (5) days written notice. If you do not occupy your assigned room on or before the first day of classes, the space may be assigned to another student.

Banners & Posters

Recognized student groups and organizations may submit posters, fliers, and/or banners to the Housing office to be distributed and hung by residential life staff with approval from the Office of Student Affairs and University Housing. Posters placed in residential facilities cannot advertise alcohol, drugs or illicit material. Posters not submitted to the Housing Office are subject to removal and the responsible student or group may lose privileges to post material in the residence halls.

Breaks & Vacations

All breaks, with the exception of Winter and Summer Break, are now included in your contract. To stay on campus, at an additional charge during Winter and Summer Break, you must be enrolled for the following semester in order to be eligible to stay on campus.

To stay in the halls over a break, you must register with the housing office prior to the beginning of break. Residents will have their card access to their buildings shut off during days they are not going to be in the building over break. Dining services are extremely limited and, on occasion, not available during breaks. Signs indicating available food services will be posted prior to each break. Break residents are to follow all regular hall policies and break policies. Break policies include:

1. For security reasons, no visitors are to enter any of residential facilities during break without prior authorization.

2. Any student found staying in the halls without authorization will be charged accordingly and could face other disciplinary action.

Complaints

Any person may file a written complaint against any student for violations of Residence Life policies. Complaints should be submitted in writing to the Housing Office. All complaints should be submitted as soon as possible after the event takes place or as soon as the complainant becomes aware of an incident, preferably within 48 hours.

Improper Check-Out

Proper check out is defined as removing all possessions, cleaning the room, returning room and mailbox key(s), completing a forwarding address form, and signing the inventory card. Failure to check out of your room properly will result a fine of \$50 with an additional charge for a lock change if the keys are not returned within 48 hours of the check out.

Lock Outs

If you are locked out of your room, floor or building, contact an RA or the Housing Office. You will need to show identification, and your residency will have to be verified. You must present staff with your keys once staff allow you into your assigned room. Your first lockout is free. Any additional lock out after your first will result in a charge of \$10 per lockout. If you accumulate 5 or more documented lock-outs per semester, disciplinary action will follow. Staff are not authorized to unlock or key into rooms where students are not assigned regardless of the reason for entry.

Room Changes

If you need to change rooms or halls, contact the University Housing Office. Room change requests are accepted through the first 6 weeks of classes. Room changes will not be acted upon until space is available. After the first 6 weeks of classes, room change requests are not accepted unless an emergency arises. If available, you will be notified and given 48 hours to complete the move to your new room.

Room Consolidation

In order to reduce the number of rooms that are not at full occupancy, assignments will be consolidated when vacancies occur. This may require a student to move from an originally assigned space. This policy will be in effect through the first 6 weeks of classes or as deemed necessary by University Housing or Administration. The University reserves the right to consolidate residents onto different floors of a building, if it is in the best interest of building occupancy and safety considerations. The University will make a reasonable attempt to accommodate room requests for double occupancy, but reserves the right to assess additional fees for single room occupancy if you refuse to accept a new room or new roommate. University Housing also reserves the right to deny double occupancy to you if, after repeated attempts, you cannot be placed with a roommate. Depending on the demand for space during each semester, you may be given an opportunity to switch to private occupancy if you are without a roommate. The private room rate will be pro-rated and charged to your account. If you do not find a roommate on your own by the deadline given, you will be placed in a lottery to determine your new

roommate(s) and who will be required to move. University Housing does not require your permission to assign a roommate to you.

Room Entry

Bacone understands a student's desire for privacy and takes reasonable steps to protect this privacy. It is, however, occasionally necessary for the University to exercise its contractual right to room entry. A preventative safety inspection for each resident's room will take place at least once each month. The emphasis of these inspections is the verification that students are not actively contributing to any condition that would put their health or safety at risk. Residents will, to the extent practicable under the circumstances, be given advance notice that Health and Safety Inspections will be conducted during the semester. The established procedures are designed to ensure reasonable, restrained use of the right of entry.

Authorized university personnel may enter a student's residence hall room or suite without permission for the following reasons:

1. To provide routine maintenance
2. To provide routine inspections to ensure that residents are following health, fire, and safety regulations
3. To turn off an alarm, stereo, television, or other item that has been left unattended and is causing a disturbance
4. To respond to emergency situations; e.g., situations which threaten the health and/or safety of room occupants, and situations which require immediate maintenance to prevent property damage or immediate action to correct the health, fire and/or safety risk
5. When there is reason to believe that a violation of university policy is taking place in the room and occupants in the room do not open the door when requested to do so.

Authorized university personnel indicated above include but are not limited to:

1. University Police.
2. Full-time members of the Housing and Residence Life staff, including maintenance and custodial personnel.

OCCUPANCY AND ROOM CHANGE

Assignment: When the application AND this contract are received/signed, accommodations will be conditionally reserved based upon availability. Temporary accommodations on and off campus may be assigned at the discretion of University Housing. Although the contract process allows you to choose a room, you are contracting for on campus housing accommodations, NOT for a particular room, building or roommate.

Consolidation: University Housing 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 appears to warrant such control.

Room Transfers/Changes: Residents are assigned a room through the University Housing Office and must obtain written authorization from an authorized University Housing Office staff member before they can transfer to another room. Multiple room changes within an academic year (Fall and Spring semester) may result in additional fees.

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

Abandoned Property: Any personal property such as bicycles, refrigerators, chairs, desks, and televisions left or abandoned by a resident or guest, unless claimed within 10 days, shall be deemed the property of the University. The University may use, dispose of, donate, or sell the personal equipment. All University furniture must remain in the room. Charges for missing or damaged furniture will be shared by each occupant of the room and assessed to the student account.

FINANCIAL RESPONSIBILITY

This agreement obligates the signor full payment of the financial obligations paid as indicated in the University's "Tuition and Fee Payment policy" 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 Bacone 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 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 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.

Tuition and Fee Payment Policy: Full payment of charges, or a signed payment plan for room and board is due prior to the first day of classes. Statement notifications are generated monthly and payments are due upon receipt.

MEAL PLAN SPECIFIC TERMS

All University Housing residents are supplied with a Meal Plan. 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 are nonrefundable. 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 forfeited. Meals do not carry over from semester to semester.

Meal Plan changers: Each Fall and Spring semester, upgrades may be made to meal plans throughout the semester.

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 a University Housing and/or Student Affairs 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

cancellation at 100% of the value of the contract. Certain conditions may also be imposed on residents who have violated policies of the University 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 resident is placed on academic or disciplinary suspension by Bacone College, the resident will be responsible for the cancellation terms of this contract.

1. After initial receipt of room key at the beginning of contract term:
 - Approved cancellation of a housing contract or withdrawal from the University will result in a refund of room and meal plan as follows: termination Friday September 2nd students will be charged \$50 per day. Friday September 9th equals a 75% refund of the remaining balance; Friday September 16th equals a 50% refund of the remaining balance; Friday September 23rd equals a 25% refund; and after Friday September 23rd there are no refunds.
2. Students who are registered for classes and have a reserved a room but do not show up for classes or check in their room by September 9th will be charged a \$1,000 no show fee.

Note: Residents must complete a Cancellation Request Form prior to moving out. The pro ration date of the contract will be calculated from the date when an official and proper checkout has been completed with a member of University Housing staff and room keys are returned.

CERTIFICATION OF MENINGOCOCCAL COMPLIANCE

Oklahoma Statutes, Title 70 S3243, requires that all students who are first time enrollees in any public or private post-secondary 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 Bacone College, 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 y decision not to be immunized against meningitis.

OFFICIAL COMMUNICATION

Bacone faculty, administrators and staff will communicate both individual student and campus-wide information via the student's Bacone email account and/or campus mail. It is the responsibility of each student to check these mediums on a daily basis and respond in a timely manner (when required). The University is not responsible for information a student failed to obtain via official communication Mediums.

AMENDMENTS:

Bacone and University Housing have the authority to open/close residence halls or add or change meal plans at its sole discretion. You agree to comply with all of the provisions, rules, regulations and policies of the University and the Student Handbook, calendar, newsletters notices, and other official notifications. University catalogs and handbooks that are published now or hereafter which are hereby incorporated into this agreement are binding on all parties. Penalties and charges will be assessed in accordance with the policies as stated in the Student Handbook. Bacone and University Housing reserve the right to amend the terms and conditions of this contract.