



NORTHEASTERN STATE UNIVERSITY HOUSING & DINING SERVICES CONTRACT— 2020-2021 ACADEMIC YEAR

Date: _____

Name: _____

University ID: _____

Email: _____

Gender: _____

Date of Birth: _____

Classification: _____

Student Cell Phone: _____

Permanent Address: _____

SIGNATURE

- I. I acknowledge my signature on this Housing and Dining Services Contract constitutes a binding agreement for the entire academic year (both semesters) in accordance with the terms and conditions of this contract and the Guide to Living on Campus.
- II. 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.
- III. 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 Guide to Living on Campus
- IV. Signature _____
University ID _____
Date _____
- V. Parent Signature (if under age of 18) _____

Northeastern State Housing and Residence Life & Dining Services Contract

For the 2020-2021 Academic Year (FALL SEMESTER, 2020 & SPRING SEMESTER 2021)

When this Northeastern State Housing and Residence Life contract is signed, returned to, and accepted by the Department of Housing and Residence Life, it establishes a legally binding contract between the student and/or parent or guardian (if applicable), and the Department of Housing and Residence Life of Northeastern State University ("NSU" or "University"). Furthermore, the student and parent or guardian (when applicable), agrees to respect and adhere to all policies and procedures pertaining to Northeastern State University on-campus housing, as outlined in these Terms and Conditions and any other applicable NSU publication, rules, policies and guidelines.

TERMS AND CONDITIONS

ELIGIBILITY

In order to live in one of the on campus residential communities, a resident must be enrolled in a class that physically meets on the NSU Tahlequah campus or be enrolled in online classes through NSU. Residents currently enrolled at NSU Tahlequah receive priority to return to campus housing (re-contract) for the upcoming contract period. More information about the room selection process can be found online at the [Housing and Residence Life website](http://offices.nsuok.edu/housing/HousingHome.aspx) (<http://offices.nsuok.edu/housing/HousingHome.aspx>). Once assignments have been made for returning students, application requests from incoming first-year students who have submitted an application will receive priority for housing assignments. After this group has been assigned, housing assignments will be provided to transfer and readmitted students who have submitted the required application materials. Courtside students that are married, or guardians of children, must provide documentation confirming eligibility to reside in Courtside. This may consist of, but not limited to, marriage license, child's birth certificate, and guardianship records. Dependents must be under the age of 18 to live with their parent/guardian in Courtside.

CONTRACT TIMELINE

This contract covers the time period where school is in session during both the Fall and Spring semesters for the 2020-2021 Academic Year. The dates of the contract are from 7 days prior to the first day of Fall 2020 classes through the last day of finals of the Spring 2021 semester. Thanksgiving, Fall Break, and Spring Break periods are included in this contract; however, December intersession and Summer sessions must be contracted separately, and additional charges will apply.

HOUSING REQUIREMENTS

All first-time freshman students (under 30 hours before the beginning of Fall semester) who are unmarried, without dependents, and under the age of 21 are required to reside in campus housing during the academic year. Students residing with their parent/guardian may be exempt if they are living within a 30-mile radius of the NSU Tahlequah Campus determined by permanent address zip code. Students requesting to commute must do so through the housing portal at housing.nsuok.edu by selecting, and completing, the Commuter Exemption Form. All exceptions must be granted by the Director of Housing and Residence Life and Residence Life, or his/her designee, in conjunction with a review committee.

CONTRACT TERMS

Legally Binding

This document becomes a legally binding contract when accepted and subscribed by Housing and Residence Life. This will normally occur upon receipt of the application, 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 Housing and Residence Life.

Contract Alterations or Omissions

Alterations or omissions of this contract are not recognized by Housing and 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 application and contract as well as failure to identify a meal plan 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, 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 "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). Contract amounts will be prorated on contracts with start dates after the second Friday of classes. Students living in all housing options, with the exception of Courtside Apartments, are required to purchase a meal plan option.

Entry into room

The University reserves the right to enter resident rooms for the following reasons: completion of work requested or the repair and/or maintenance of the facility, fire protection, sanitation, to take inventory, scheduled health or safety inspections, manage the rooms in the event of an emergency, 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 with notice to the assigned residents when possible.

Behavior

All residents and their guests are expected to be familiar with and abide by the *Residence Handbook* as published on the Housing and Residence Life 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 [Guide to Living on Campus Policies](#) within all University owned and/or operated residential facilities. Violations of the [Guide to Living on Campus Policies](#) will be adjudicated through the Residence 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 Guide to living on Campus, located on the [Housing and Residence Life](#) website.

In addition, all students at the University are required to adhere to the University's Code of Conduct, which is contained within the [Guide to Living on Campus](#), as well as applicable University Policies published online at <http://offices.nsuok.edu/studentaffairs/RightsResp/CodeofConduct.aspx>.

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 Housing and Residence Life, including fines or removal from Housing and Residence Life. 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 room smoke detectors or fire sprinkler equipment, should be immediately reported to your Hall Staff or Campus Police (918-444-2468).

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 property damage. No interruption of utility services, heating and cooling shall be deemed as an 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.

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 Housing and Residence Life. 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

Housing and Residence Life 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 and Residence Life Office and must obtain written authorization from an authorized Housing and Residence Life 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 15 days, shall be deemed the property of the University. The University may use, dispose of, donate, or sell the personal property after no claim has been made for it within 15 days. The resident agrees to absolve and hold the University harmless for any damage to or claim for the abandoned property due to the damage, destruction, disposal, or sale of such personal property.

Alterations

No alterations or repairs may be made to the assigned room, its furnishings or its equipment without the express written consent of the Housing and Residence Life. Stacking of furniture not specifically designed to be stacked is prohibited.

Room Furnishings

The resident is individually responsible for the proper care of the resident's assigned room and its furnishings and equipment, and is jointly responsible with other residents in the suite or the floor, or in the residential facility, for proper care of common areas, furnishings and 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.

Courtside Residents

Apartments may only be occupied by the student to whom they are assigned and their dependents and/or spouse on file with the Housing and Residence Life office. Dependents must be under the age of eighteen (18) to reside in Courtside with their parent/guardian. Failure to notify Housing and Residence Life of all dependents residing with resident may result in action as specified under the subsection *Right to terminate*.

FINANCIAL RESPONSIBILITY

This agreement obligates the signor full payment of the financial obligations paid as indicated in the "Housing and Residence Life Rate Sheet" and 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 NSU 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 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.

Tuition and Fee Payment Policy

Full payment of charges for room and board is due prior to the first day of classes. Statement notifications are generated monthly and payments are due upon receipt. Outstanding charges and charges incurred during the month that are unpaid by the 15th of the following month are subject to a late fee.

MEAL PLAN SPECIFIC TERMS

All Housing and Residence Life residents are required to purchase a Meal Plan, excluding apartments located in Courtside. Courtside residents may choose from Residential or Commuter-Only meal plans, if a plan is desired. 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 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 forfeited. Meals do not carry over from semester to semester. A plan must be purchased for each semester.

Meal Plan changes

Each Fall and Spring semester, changes may be made to meal plans through the second Friday after classes begin. No changes for the current semester will be accepted after the second Friday of the semester. Residents moving to Courtside from other halls/suites, and vice versa, after the first two weeks of school may, at the time of the move, change their meal plan. Any changes to a Fall semester meal plan will also change the Spring semester plan.

Charges for Plans purchased after the start of the semester

Purchase price of Meals per Week plans (i.e 15 meals per week with 200 flex points) initially contracted after the second Friday of classes of a semester will be prorated based on 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.

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 Housing and Residence Life and/or Student Affairs determines that the continued residency of the student would pose a danger to life, health or the general wellbeing 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 Northeastern State University, the resident will be responsible for the cancellation terms of this contract.

Enrollment

If the resident is not classified as a full-time student by 14 days prior to the start of a semester, the University may, at its discretion, terminate this contract and charge the student account according to the cancellation terms below.

Check-in

If you do not check into your assigned space by the first Friday of class for each semester, the University may, at its discretion, terminate this contract and charge your account according to the cancellation terms below.

Cancellation

1. If the student is accepted at the University and requests to terminate this contract, they will be subject to the following conditions:
 - A. Prior to receiving room key or first day of classes:
 - i. Prior to May 31st, no penalty
 - ii. Between June 1st and June 30th, penalty of \$100.
 - iii. Between July 1st and July 31st, penalty of \$250.
 - iv. Between August 1st and first day of classes, penalty of \$500.
 - If the resident falls under the guidelines of the Freshmen Requirement approval to commute from the legal guardian's residence must be obtained prior to cancellation.
 - v. If a student cancels because the student is withdrawing from the university, or never enrolls for classes, there is no penalty assessed.
 - vi. Request to cancel must be made in writing from the contracted student's NSU email, or a physical letter with the student's name, NSU ID number, and a brief description of the reason for the request to cancel for the request to be considered valid.
 - B. After initial receipt of room key or first day of classes (whichever occurs first), at the beginning of contract term:
 - i. Approved cancellation of a housing contract or withdrawal from the University will result in a refund of room and meal plan as follows: termination by the Friday of class week two (2) equals a 75% refund of the remaining balance; Friday of week three (3) equals a 50% refund of the remaining balance; Friday of week four (4) equals a 25% refund of the remaining balance; and after week four (4) there are no refunds. In addition, a \$1,000 termination fee will be assessed, except for students withdrawing from the University.
2. If the student graduates from NSU during the term of this contract, the \$1,000 termination fee does not apply.
3. If the student withdraws from the University:
 - A. During the first two weeks following opening, Housing and Residence Life will reimburse 100% of the value of this contract minus any per day costs for room and meal plan, and non-refundable fees listed within the terms and conditions.
 - B. If the student withdraws at any other time during the term of this contract, they will be responsible for the prorated schedule as 1.B describes above

4. If the student never enrolls at the University, they will be subject to the following conditions:
 - A. Prior to receiving room key:
 - i. No penalty
 - B. After initial receipt of room key, Housing and Residence Life will reimburse 100% of the value of this contract minus any per day costs and non-refundable fees listed within the terms and conditions.

Approved reasons for release of contract

Generally, students may not terminate this contract. However, students may be released from their Housing Contracts, with permission of the Director of Housing and Residence Life or his/her designee, for the following reasons and with appropriate documentation:

1. Military Service Call-up
2. Student teaching/internship
3. Transfer to Broken Arrow Campus
4. Withdrawal from NSU
5. Documented medical reason for which NSU is not able to make reasonable accommodation in on-campus housing (at the discretion of the Director of Housing and Residence Life or his/her designee.)
6. Documented female student pregnancy.
7. Documented student marriage during contract period.
8. Other reasons will be considered on a case by case basis and approval is at the discretion of the Director of Housing and Residence Life or his/her designee

Note: Residents must complete a Cancellation Request Form prior to moving out. The proration date of the contract will be calculated from the date when an official and proper checkout has been completed with a member of Housing and Residence Life staff and room keys are returned. For Block plans and Commuter-Only plans, the remaining value is determined by the number of meals remaining.

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 Northeastern 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.

OFFICIAL COMMUNICATION

NSU faculty, administrators and staff will communicate both individual student and campus-wide information via the student's NSU 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

NSU and Housing and Residence Life 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 Guide to Living on Campus, 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 [Guide to Living on Campus](#). NSU and Housing and Residence Life reserve the right to amend the terms and conditions of this contract.

CONTACT INFORMATION

Housing and Residence Life: 622 N. Lewis Ave., Tahlequah, OK 74464
Phone: 918-444-4700, Toll Free 1-800-722-9614