



2024-2025 STUDENT HOUSING CONTRACT

CONTRACTUAL STATEMENT TO THE RESIDENT/LESSEE: The Student Housing Contract for The Village at Rose State is a legally enforceable agreement between Rose State College (RSC) and the RSC Student residing at The Village at Rose State (Resident/Lessee) named herein and agreed upon and signed by in the Student Housing Application. By submitting the Student Housing Application and nonrefundable reservation fee, the Resident/Lessee shall be financially obligated to the terms, conditions, and provisions of this Student Housing Contract for the duration of the contract term selected in Section 3.1 of this Student Housing Contract by Resident/Lessee.

Section 1. ELIGIBILITY: All occupants of The Village at Rose State are required to be enrolled in a minimum of part-time (9-12 credit hours) as defined by Federal Financial Aid policy while also maintaining good academic standing. Preference will be given to students who are enrolled full-time (12 or more credit hours) as defined by Federal Financial Aid policy. Exceptions to the credit hour enrollment requirement will be made for those students in their final semester seeking graduation from Rose State College or based on a documented and verifiable hardship/exigent circumstance as determined by the Director of Residence Life. All requests for an exception to the enrollment requirement must be submitted in writing to the Director of Residence Life with attached appropriate documentation including but not limited to: doctors' notes/medical diagnosis, transcripts, marriage license, and/or other valid information in support of the exception request.

Section 2. HOUSING RATES: ACADEMIC YEAR CONTRACT, CHARGED BY SEMESTER

Rates are divided into 10 equal payments due the first of each month August through May

THREE BEDROOM POD HOUSES 6 RESIDENTS:

- 5 equal payments of \$476.00 per semester
- FALL \$2,445.00 per semester per resident
- SPRING \$2,445.00 per semester per resident
- TOTAL \$4,890.00 per academic year per resident*

TWO BEDROOM POD HOUSES 4 RESIDENTS:

- 5 equal payments of \$529.00 per semester
- FALL \$2,710.00 per semester per resident
- SPRING \$2,710.00 per semester per resident
- TOTAL \$5,420.00 per academic year per resident*

FOUR BEDROOM APARTMENT HOUSES 4 RESIDENTS:

- 5 equal payments of \$635.00 per semester
- FALL \$3,240.00 per semester per resident
- SPRING \$3,240.00 per semester per resident
- TOTAL \$6,480.00 per academic year per resident*

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TWO BEDROOM APARTMENT HOUSES 2 RESIDENTS:

- 5 equal payments of \$688.00 per semester
- FALL \$3,505.00 per semester per resident
- SPRING \$3,505.00 per semester per resident
- TOTAL \$7,010.00 per academic year per resident

THREE-BEDROOM POD HOUSES 3 RESIDENTS:

- 5 equal payments of \$663.00 per semester
- FALL \$3,380.00 per semester per resident
- SPRING \$3,380.00 per semester per resident
- TOTAL \$6,760 per academic year per resident*

*Additional Fees: \$50 programming fee per semester, \$15 laundry fee per semester

*All rental rates are due by the payment due dates in full as outlined in Section 4.3.2 of this Student Housing Contract. Failure to make full payments by the stated due dates for the semester charge will result in the termination of this Student Housing Contract by Section 4.17 of the Student Housing Contract. Nonrefundable room reservation fees may not be applied toward a past-due balance.

Section 3. DURATION OF STUDENT HOUSING CONTRACT & FLOOR PLAN PREFERENCE

3.1 STUDENT HOUSING CONTRACT: During the housing application process, the resident/lessee will select the contract term. Please remember that your selection is the legally binding duration of this Student Housing Contract.

- Summer 2024, Fall 2024 & Spring 2025 (Occupancy Dates: May 31, 2024 to May 16, 2025)
- Fall 2024 & Spring 2025 (Occupancy Dates: August 12, 2024 to May 17, 2024)

Student Housing Floor Plan Preference:

- Two-bedroom Apartment Houses 2 Residents
- Four-bedroom Apartment Houses 4 Residents
- Three-bedroom Pod Houses 3 Residents
- Two-bedroom Pod Houses 2 Residents
- Three-bedroom Pod Houses 6 Residents

Section 4. TERMS & CONDITIONS

4.1 TERM OF OCCUPANCY: The term of this Student Housing Contract shall begin on the date by the beginning of this Student Housing Contract as to the occupancy date and shall conclude on the termination date by the end of occupancy as selected in Section 3.1 of this Student Housing Contract. The Resident/Lessee agrees to pay all charges set forth by the published dates in Section 4.3.2 of this Student Housing Contract. Late charges shall be assessed for all payments made after the published deadlines for payment. It is the responsibility of the resident to pay all housing charges on time and by the Student Housing Contract. The non-refundable room reservation fee may not be applied to past-due balances.

4.2 CHARGES, PAYMENTS, & NONREFUNDABLE ROOM RESERVATION FEE: The Resident/Lessee will be responsible for any charges to include:

- Housing rent;
- Late charges;
- Utilities (electric) over \$100.00 per month for the 2-bedroom apartment, and 2-bedroom pod, \$120.00 per month for the 4-bedroom apartment and three-bedroom pod unit to be divided among the room-mates in the unit in equal shares;
- Any charges incurred for violations of Student Housing policies;
- Any charges incurred for damages to Rose State College property; and/or
- Any other charges incurred while residing in The Village at Rose State or resulting from the move-out process;
- The \$50.00 Student Housing Programming charge each Fall & Spring Semester. \$25 for Summer;
- The \$15 Laundry charge each semester.

New residents to The Village at Rose State shall pay a \$175.00 nonrefundable room reservation fee required at the time of approval of the housing application. If this contract is canceled after May 30, 2024, for summer and June 6, 2024, for Fall and Spring the Resident/Lessee is responsible for the cancellation fee and the month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term specified in Section 3.1 of this Student Housing Contract.

All requests to cancel this contract must be received in the housing portal by completing a contract cancellation form by the close of business day on May 30, 2024, for summer and June 6, 2024, for Fall and Spring. If this Student Housing Contract is canceled after May 30, 2024, for summer and June 6, 2024, for Fall and Spring, the Resident/Lessee is responsible for the cancellation fee and the month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term Resident/Lessee selected in Section 3.1 of this Student Housing Contract. If residents who made a \$200 deposit before April 2024 cancel their reservation after the specified dates, the deposit becomes non-refundable. In addition, the resident/lessee will be liable for the cancellation fee and the month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term specified in Section 3.1 of this Student Housing Contract.

4.3 FINANCIAL RESPONSIBILITY & OBLIGATION: This agreement obligates the Resident/Lessee to full payment of the financial obligations to be paid as indicated in Section 2 and Section 4.3.2 of this Student Housing Contract. Failure to satisfy the financial obligations accrued under this Student Housing Contract may result in denial of permission to enroll and/or issuance of transcripts under Rose State College (RSC) rules and regulations governing the imposition of these sanctions as well as the placing of liens on any eligible accounts as determined by federal, state and local laws. Failure to meet financial obligations may result in a Resident/Lessee being denied access to his/her living accommodations and/or termination of this Student Housing Contract. Refunds will be governed by the Terms and Conditions of this Student Housing Contract as specified under the Termination of Contract in Section 4.17.

1. Payment of Charges: All Residents/Lessees must pay the housing charges in full or have satisfactory payment arrangements approved before the Resident/Lessee can move into The Village at Rose State. The charges can be paid in full by semester or paid in installments via an installment payment plan. If a Resident/Lessee is receiving assistance through the Financial Aid Office, the entire semester's housing charges will be paid from any Financial Assistance the Resident/Lessee is awarded before the Resident/Lessee will be eligible to receive any refund.

Financial Aid assistance is defined as any aid disbursed by the Financial Aid Office including but not limited to: all student loans; all grants; all scholarships; Pell Grants; and all other state, local, and federal funds disbursed to the student's account from either the Financial Aid Office or the Business Office/Cashier's office.

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A Resident/Lessee may be approved for an installment payment plan if the Resident/Lessee has been approved for Financial Assistance and is waiting for funds to arrive or has enrolled in an installment payment plan. A Resident/Lessee will not be allowed to make installment payments if Financial Assistance money is available to cover the entire semester's charges. Please contact Residence Life at (405) 733-7490 for more information on housing installment payment plans. Nonrefundable reservation fees or deposits cannot be included as part of the payment plan.

2. Payment Due Dates: Full payments for the entire semester or completion of the approved housing installment payment plan must be completed by the dates listed below.

SUMMER 2024: Full payments for the entire semester or completion of the approved housing installment payment plan must be completed by June 3, 2024, at 5:00 p.m. Your first installment is due by June 3, 2024, and the final payment is due by July 1, 2024. Failure to pay the full account balance for the summer 2024 semester by July 8, 2024, will result in the termination of the Student Housing Contract under Section 4.17 effective July 8, 2024. All keys and proximity cards must be returned to Residence Life no later than July 25, 2024, at 5:00 p.m.

Payment Dates:

- June 3, 2024
- July 1, 2024

FALL 2024: Full payments for the entire semester or completion of the approved housing installment payment plan must be completed by August 19, 2024, at 5:00 p.m. If you are utilizing the housing installment payment plan, then your first installment is due by August 19, 2024, and the final payment is due on December 1, 2023. Failure to pay the full account balance for the Fall 2024 semester by December 2, 2024, will result in the termination of the Student Housing Contract under Section 4.17 effective December 9, 2024. All keys and proximity cards must be returned to Residence Life no later than December 13, 2024, at 5:00 p.m.

Payment Dates:

- August 19, 2024
- September 3, 2024
- October 1, 2024
- November 1, 2024
- December 2, 2024

SPRING 2025: Full payments for the entire semester or completion of the approved housing installment payment plan must be completed by January 21, 2025, at 5:00 p.m. If you are utilizing the housing installment payment plan, then your first installment is due by January 21, 2025, and the final payment is due on May 1, 2025. Failure to pay the full account balance for the Spring 2025 semester by May 8, 2025, will result in the termination of the Student Housing Contract under Section 4.17 effective May 8, 2025. All keys and proximity cards must be returned to Residence Life no later than May 16, 2025, at 5:00 p.m.

Payment Dates:

- January 21, 2025
- February 3, 2025
- March 3, 2025
- April 1, 2025
- May 1, 2025

A fee of \$25.00 per month will be assessed for any late payment.

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3. Financial Aid (Financial Assistance): Rose State College reserves the right to automatically apply all eligible Financial Assistance funds to a Resident's/Lessee's Student Housing Contract balance. If a Resident/Lessee is receiving assistance through the Financial Aid Office, the entire semester's housing charges will be paid from any Financial Assistance the Resident/Lessee is awarded before the Resident/Lessee will be eligible to receive any refund. If the Financial Aid applied to the Resident's/Lessee's housing charges is insufficient to cover the total contract, the Resident/Lessee is responsible for ensuring that his/her account is current and paid for in full from Financial Assistance.

4.4 CARE OF FACILITIES: This agreement obligates the Resident/Lessee to full payment of the financial obligations to be paid for damages to the Resident's/Lessee's individual living space and/or the Apartment communal living space and/or the Apartment Complex communal space as indicated in The Village at Rose State Community Living & Standards Handbook which is incorporated into this Student Housing Contract by reference. All damage charges will first be applied to the \$175.00 nonrefundable room reservation fee. Any remaining damage charges above the \$175.00 nonrefundable room reservation fee will be placed as charges on the student account and must be paid for in full before the release of transcripts, release of diplomas, or the ability to enroll in subsequent classes/semesters at Rose State College.

4.5 LIABILITY & INDEMNIFICATION: Except as prescribed by the Government Tort Claim Act, Rose State College (RSC) 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/Lessee agrees to hold harmless and indemnify RSC, RSC Staff, The Village at Rose State Staff, and RSC agents for any claims or damages payable as a result of the negligence or other acts of the Resident/Lessee. RSC strongly recommends that the Resident/Lessee secure renter's insurance to protect against injury, damage, or loss incidental to the Resident's/Lessee's occupancy.

4.6 ADMINISTRATION, INSPECTION. & POLICY ENFORCEMENT: Rose State College (RSC) shall be responsible for performing administrative tasks necessary for the delivery of services included within this agreement and shall efficiently perform those duties. By way of example, RSC reserves the right to make and modify apartment assignments as necessary. From time to time, RSC may promulgate rules and regulations for the general safety, welfare, and comfort of the entire population of the Apartment or Apartment Complex. The Resident/Lessee agrees that any authorized agent of RSC may enter the Resident's/Lessee's Apartment and/or Apartment room(s) at any reasonable time for inspection, routine maintenance, emergency maintenance, exigent circumstances, and for enforcing policies, procedures, rules, and regulations of Rose State College. Furthermore, RSC and third parties on behalf of the College reserve the right to enter Apartments and/or Apartment room(s) in the interest of safety, security, and health. The Administration, Inspection, and Policy Enforcement applies to, but are not limited to, the following:

1. **Room Reservation:** After completing the Student Housing Application and agreeing to the terms of the student contract, and the \$175.00 nonrefundable room reservation fee is received by Residence Life, the students will be notified and accommodations will be conditionally reserved based upon availability and order of receipt of completed documents. Although the contract process allows an applicant to request a specific type of apartment, floor plan, and roommate, the applicant is contracting for on-campus housing accommodations, not for a particular apartment, floor plan, building, or roommate.
2. **2. Assignment:** When the student has been admitted and has enrolled (9-12 credit hours) and the \$175.00 nonrefundable room reservation fee is received, residential accommodations will be finalized and the student will be notified.

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3. Room Reassignments by Rose State College: Rose State College (RSC) reserves the right to reassign Resident(s)/Lessee(s) at any time based on the need to reasonably accommodate a safety issue, security issue, health issue, maintenance issue, student conduct issue, or to further comply with the Student Code of Conduct (SCC) and/or the Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP).

4. Consolidation: Rose State College (RSC) reserves the right to consolidate vacancies by reassignment or adjusting the occupancy of an apartment to maximize the use of space. Furthermore, RSC may take such action as is necessary to control the use of apartments in the event of an act of nature or other conditions that appear to warrant such control.

5. Housing Transfers/Changes: Residents/Lesseees are assigned a room through Residence Life and must submit a Room Change Request Form via the housing portal and obtain written authorization from Residence Life before the Resident/Lessee may change/transfer to another Apartment and/or Apartment room. Requests are subject to additional charges as indicated on the Room Change Request Form.

6. Residential Space: Residents/Lesseees are not to operate a business out of or use the assigned space for any purpose other than as a personal residence.

7. Entry into Room: Rose State College (RSC) and third parties on behalf of the College reserve the right to enter any Resident's/Lessee's Apartment and/or Apartment room at any reasonable time for inspection, routine maintenance, emergency maintenance, exigent circumstances, routine inspection, to meet emergencies, to make routine maintenance or fire hazard inspections, to maintain minimum health and safety standards and for enforcing policies, procedures, rules, and regulations of Rose State College. Furthermore, RSC and third parties on behalf of the College reserve the right to enter Apartments and/or Apartment room(s) at any reasonable time in the interest of safety, security, and health or as deemed necessary for an institutional purpose search to enforce College Policy or local, state, and federal laws.

8. Behavior: Provisions regarding student conduct and appropriate behavior are published in the Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination, and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual, and appropriately designated RSC publications which are all incorporated into this Student Housing Contract by reference. However, nothing in this contract restricts the referral to the Office of Student Accountability, to the appropriate law enforcement agency, or the College seeking any civil remedies or criminal sanctions.

9. Firearms and Weapons: The sale, use, distribution, or possession of Firearms and Weapons is prohibited at The Village at Rose State and will strictly be enforced under this Student Housing Contract by The Village at Rose State Community Living & Standards Handbook. However, nothing in this contract restricts the referral to the Office of Student Accountability, to the appropriate law enforcement agency, or the College seeking any civil remedies and criminal sanctions.

10. Alcohol: The sale, use, distribution, or possession of alcohol is prohibited at The Village at Rose State. Residents/Lesseees of The Village at Rose State will be held to the policy for alcohol sale, use, distribution, and/or possession of alcohol as directed in The Village at Rose State Community Living & Standards Handbook. However, nothing in this contract restricts the referral to the Office of Student Accountability, to the appropriate law enforcement agency, or the College seeking any civil remedies and criminal sanctions.

11. Drugs: The sale, use, distribution, or possession of drugs is prohibited at The Village at Rose State and will strictly be enforced under this Student Housing Contract by The Village at Rose State Community Living & Standards Handbook. However, nothing in this contract restricts the referral to the Office of Student Accountability, to the appropriate law enforcement agency, or the College seeking any civil remedies and criminal sanctions.

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12. Tobacco-Free Campus: In accordance with the Student Code of Conduct and Rose State College's Tobacco-Free Campus Policy, all tobacco products and tobacco use are prohibited at Rose State College and The Village at Rose State. Tobacco products are defined as: all forms of tobacco, including, but not limited to; cigarettes, cigars, pipes, chewing tobacco, snuff, and all other kinds and forms of tobacco prepared in such a manner to be suitable for spit tobacco use, smoking, or both. This term also includes herbal tobacco products, simulated tobacco products, and simulated tobacco products that imitate or mimic tobacco products such as electronic cigarettes and all vaping devices as declared in Executive Order 2013 - 43 by the Governor of Oklahoma effective January 1, 2014. Tobacco use is defined as includes smoking, chewing, dipping, or any other consumption or use of tobacco products. The sale, use, distribution, or possession of tobacco is prohibited at The Village at Rose State. Residents/Lesseees of The Village at Rose State will be held to the policy for tobacco sale, use, distribution, and/or possession of tobacco as directed in The Village at Rose State Community Living & Standards Handbook.

13. Convictions and Pending Charges: Convicted felons and those convicted of misdemeanors involving violence or drug abuse are not permitted to reside in The Village at Rose State and will have his/her Student Housing Contract immediately terminated in accordance with Section 4.17 of this Student Housing Contract of this section. Residents/Lesseees charged with any felony or misdemeanor involving violence or drug abuse are not permitted to reside in The Village at Rose State and will have his/her Student Housing Contract immediately terminated in accordance with Section 4.17 of this Student Housing Contract. Residents/Lesseees charged with any felony or misdemeanor involving violence or drug abuse are to immediately notify Residence Life. The Director of Residence Life will review the pending allegations and determine based on the safety, security, health, and overall well-being of the Student Housing community if the Resident/Lessee may continue to reside at The Village at Rose State. However, nothing in this contract restricts the referral to the Office of Student Accountability, to the appropriate law enforcement agency, or the College seeking any civil remedies and criminal sanctions.

14. Pet (Animal) Policy: General Rule: All pets (animals) other than those permitted in Exception 1 and Exception 2 of Section 4.6.13 of this Student Housing Contract are strictly prohibited in The Village at Rose State.

Exception 1: A 10-gallon fish tank is permitted for pets (animals) that spend up to 80% of their life in/under water including some fish, some turtles, some frogs, and some other non-venomous/non-hazardous pets (animals). All Residents/Lesseees seeking Exception 1 to the Pet (Animal) Policy must have prior written approval from the Director of Residence Life one week before bringing the pet (animal) to The Village at Rose State.

Exception 2: Service Animals and Emotional Support Animals that comply with the rules and regulations set forth by the Americans with Disabilities Act (ADAAA) and Rose State College Animals in Housing policy. Please visit the Residence Life website at rose.edu/housing for the Animals in Housing Policy, and the Procedures for Requesting an Emotional Support Animal in Housing. Copies are also available in the Residence Life Office.

15. Rose State College (RSC) Rules and Regulations Enforcement: The Resident/Lessee and Resident's/Lessee's guests and visitors must abide by all RSC policies, procedures, rules, and regulations stated in the: Student Housing Contract; Student Handbook; the Student Code of Conduct (SCC); the Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual, Thirty-Sixth Revision.

4.7 MENINGOCOCCAL COMPLIANCE REQUIREMENT FOR STUDENTS RESIDING IN STUDENT HOUSING: Oklahoma Statutes, Title 70 §3243, requires that all students in any public or private postsecondary educational institution in this state who reside in on-campus student housing shall be vaccinated against meningococcal disease or sign a written waiver (found in student housing application) stating that the student has received and reviewed the information provided on the risks associated with meningococcal disease and has chosen not be vaccinated.

4.8 CONDITIONS OF THE PREMISES & ALTERATIONS: Resident/Lessee accepts the rooms, fixtures, and furniture AS IS, except for conditions materially affecting the health and safety of ordinary persons. A Room Condition form will be provided via the housing portal to the Resident/Lessee upon check-in. Resident/Lessee shall note any defects or damages on the form, and submit it to the Residence Life housing portal. Failure to complete the Room Condition report will be an acknowledgment by Resident/Lessee that Resident/Lessee has inspected the student housing, fixtures, and furniture, and that they are in good condition and repair. Resident/Lessee shall use reasonable diligence in the care of the student housing and common areas. Resident/Lessee is required to clean their room and common areas on a weekly basis or fines may be assessed. Resident/Lessee may not perform any repairs, wallpapering, flooring, electrical changes, or other alterations. No holes or stickers are allowed inside or outside of the student housing; however, a reasonable number of command strips for picture hanging will be permitted on sheetrock walls. When moving out, Resident/Lessee will surrender the student housing in the same condition as when received. Reasonable wear is defined as wear occurring without neglect, carelessness, or abuse. Any damages beyond reasonable wear will be replaced and charged to the Resident(s)/Lessee(s) student account.

4.9 REPAIR & MALFUNCTIONS: All requests for repairs and services must be submitted as a maintenance request form via the housing portal. Rose State College (RSC) may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interpretation. In case of malfunction of utilities or damages by fire, water, or similar cause, Resident/Lessee shall immediately notify Residence Life. In case of malfunction of air-conditioning (HVAC system) or other equipment, Resident/Lessee shall immediately notify Residence Life. Resident/Lessee shall promptly notify Residence Life of holes, broken glass, broken locks or latches, and any condition that materially affects health or safety. Rent shall not abate during such repair periods.

4.10 REIMBURSEMENT: Resident/Lessee shall promptly reimburse Rose State College (RSC) for any loss, damage, or cost of repairs or service caused in the student housing or common areas by improper use or negligence of Resident/Lessee or Resident's/Lessee's guests. Unless the damage or stoppage is due to RSC's negligence, RSC will not be liable for and the Resident/Lessee shall pay for repairs, replacement costs, and damages of the following items provided by RSC in the apartment.

4.11 CLEANING: The student housing apartment, including interior window surfaces, furniture, and bathrooms, must be cleaned thoroughly. Move-out cleaning instructions shall be followed according to the Rose State College (RSC) Check-Out Procedure Form. If Resident/Lessee fails to clean by the instructions, Resident/Lessee shall be liable for reasonable charges to complete such cleaning. This includes charges for cleaning flooring, draperies, furniture, walls, etc., which are soiled beyond reasonable wear. The rooms are all tobacco-free. Therefore, this includes the odor removal of cigarette smoke and other various odors.

4.12 FURNITURE POLICY: All furniture furnished by The Village at Rose State to the Resident/Lessee shall not be removed at any time from The Village at Rose State and must stay in the specific room it was assigned to. Removal, loss, or damage to any furniture furnished by The Village at Rose State will immediately result in damage charges up to the total new replacement value of the damaged or lost furniture.

4.13 METHOD OF NOTICES/COMMUNICATION TO RESIDENT: All notices for Resident/Lessee must be in writing and may be given to Resident/Lessee by any one of the following methods: (1) regular mail, (2) certified mail, return receipt requested, (3) personal delivery to any Resident/Lessee, (4) personal delivery at student housing to any Resident/Lessee, (5) student e-mail, and/or (6) the free notification app known as "Remind". Resident(s)/Lessee(s) are reminded that the College's official form of communication is via the Resident's/Lessee's official Rose State College (RSC) issued student email. Resident(s)/

Lessee(s) are therefore reminded to monitor and maintain their official RSC student email for information regarding Student Housing.

4.14 ACCOMMODATIONS REQUEST: If you are seeking special accommodations or assistance due to disability or health concerns, please contact the Student Accessibility Office located at Rose State College, 6420 S.E. 15th Street, Midwest City, OK 73110, LRC Room 106, or by calling (405) 733-7373.

Pregnancy: Pregnant students living in Student Housing are encouraged to contact the Director of Residence Life (405) 733-7490 and Student Accessibility Office (405) 733-7373 to ensure that appropriate arrangements have been made in the event of medical problems, the onset of labor, and living arrangements after childbirth.

4.15 TERMINATION OF CONTRACT BY RESIDENT/LESSEE:

The Resident/Lessee, in the case of any of the four following events, may terminate this contract before its expiration:

1. The Resident/Lessee marries;
2. The Resident/Lessee has a verifiable medical condition that precludes living on campus, or The Resident/Lessee has some documented and verifiable hardship/exigent circumstance as determined by the Director of Residence Life
3. The Resident/Lessee graduates from Rose State College and Residence Life have received verifiably proof from the Graduation office.

Any request to terminate the Student Housing Contract by the Resident/Lessee must be made by submitting a Contract Cancellation form via the Student Housing portal, 30 days before the termination request. The Director of Residence Life shall have 10 business days to review all supporting materials and determine approval or denial of the Resident's/Lessee's termination request. The Resident/Lessee bears the burden of proof in supporting why he/she meets one of the above three events for approved Resident/Lessee Student Housing Contract termination.

Failure to give 30 days' notice at the end of the semester will result in the Student Housing Contract carrying over to the next semester. If this Student Housing Contract is terminated outside of any of these three reasons, including abandonment, the following charges will apply:

- Contract cancellation fee of \$500; and
- The month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term specified in Section 3.1 of this Student Housing Contract. (For example, if you submit your cancellation form on January 1st, and the 30-day period ends on January 31st, then you would be responsible for paying rent for the month of February.)
- Forfeit of \$200 deposit - residents who submitted a \$200 deposit before April 2024 decide to cancel their reservation, they forfeit the deposit, rendering it non-refundable

4.16 TERMINATION OF CONTRACT BY ROSE STATE COLLEGE: This contract may be terminated before its expiration by Rose State College (RSC) in any of the following events:

1. Failure of the Resident/Lessee to establish satisfactory payment arrangements by the specified date for each semester;
2. Failure of the Resident/Lessee to pay any charges required when due by Section 4.3.2 of the Student Housing Contract;
3. Possession, sale, use, or distribution of Firearms/Weapons and/or drugs/narcotics on Rose State College property to also include The Village at Rose State;
4. Failure of the Resident/Lessee to maintain enrollment as a part-time (9-12 credit hours) student as defined by Federal Financial Aid policy;
5. Abandonment of the Resident's/Lessee's apartment;
6. Failure of the Resident/Lessee to comply with the terms and conditions of this contract; or
7. Violation by the Resident/Lessee of any RSC policy, rule, or regulation as stated in this Student Housing Contract and as stated in the: Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual.

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If a Resident's/Lessee's Student Housing Contract is terminated by RSC, the following charges will apply:

- Contract cancellation fee of \$500; and
- The month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term specified in Section 3.1 of this Student Housing Contract. (For example, if you submit your cancellation form on January 1st, and the 30-day period ends on January 31st, then you would be responsible for paying rent for the month of February.)
- Forfeit of \$200 deposit - residents who submitted a \$200 deposit before April 2024 decide to cancel their reservation, they forfeit the deposit, rendering it non-refundable.

NOTE: The semester for which the student is charged will be determined by the date when an official and properly executed Exit Check-Out has been completed by the Resident/Lessee with a member of the Residence Life Staff and access keys and proximity cards are returned.

Appeal Policy: If your Student Housing Contract is terminated and you wish to appeal the decision, you may obtain the Student Housing Appeal Policy and Procedure form from the Residence Life office located in Building D, Room 102.

4.17 OTHER RIGHTS OF ROSE STATE COLLEGE (RSC): Upon abandonment by the Resident/Lessee or termination of this Student Housing Contract by RSC, RSC may re-enter and re-assign the Resident's/Lessee's space. Any property of the Resident/Lessee remaining upon such re-entry may be disposed of in the same manner as property abandoned. RSC is under no obligation to provide storage for property abandoned. Resident/Lessee may be charged a \$100.00 per-item fee for any property weighing more than five pounds that is deemed property abandoned.

4.18 REMOVAL OF PROPERTY: Upon the normal expiration or termination of this contract, the Resident/Lessee shall remove all personal property from the premises before completing the official and properly executed Exit Check-Out. Any personal property that remains after the official and properly executed Exit Check-Out or termination shall be deemed abandoned and may be removed and disposed of by Rose State College (RSC).

4.19 INCORPORATION OF ROSE STATE COLLEGE (RSC) POLICIES, RULES, & REGULATIONS: At various places in this Student Housing Contract, references are made to the Dates of Occupancy and Terms and Conditions of Contract sections which are incorporated into this contract by this reference and stated in Sections 2, 3.1, and 4.3.2 of this Student Housing Contract. Other RSC publications, such as The Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination, and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual, will also affect the rights and obligations of the Resident/Lessee and are incorporated into this contract by this reference but are not a written part of this contract.

Residents/Lessees, guests, and visitors must adhere to all RSC policies, procedures, rules, and regulations as stated in: The Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination, and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; all local, state, and federal laws; and the Policies & Procedures Manual. All rules and regulations appearing in the most recent The Village at Rose State Community Living & Standards Handbook section of the Student Handbook and other handbooks that from time to time may be circulated by Residence Life are made part of this contract.

All Residents/Lessees are responsible for their knowledge of The Village at Rose State Community Living & Standards Handbook and the Student Handbook. Student Handbooks are available online and can be located at www.rose.edu/housing. Failure to comply with all RSC policies, procedures, rules, and regulations as defined in: the Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; all local, state, and federal laws; and the Policies & Procedures Manual, Fortieth Revision are grounds for the College to terminate the contract in accordance with Section 4.17 of this Student Housing Contract.

4.20 SUBLETTING, TRANSFERING, OR ASSIGNING OF THIS CONTRACT IS STRICTLY PROHIBITED BY THE RESIDENT/LESSEE: This Student Housing Contract is personal to the Resident/Lessee and may not be assigned or otherwise transferred, nor may the Resident's/Lessee's space be sublet or otherwise placed in the occupancy.

4.21 OVERNIGHT GUEST(S) OF THE RESIDENT/LESSEE: An overnight guest is defined as a person(s) who remains or resides in the Resident's/Lessee's apartment from the night before until the following morning. All minors must be accompanied by a parent/guardian at all times when visiting The Village at Rose State. Up to one overnight guest is allowed to stay overnight or for the weekend with prior written approval by all roommates. All overnight guests must carry a government-issued picture identification card at all times and must present such identification when requested by Rose State College staff, Campus Security, and/or Law Enforcement.

Before staying overnight, guests must have approval from all of their roommates (s).

In the interest of safety, security, and compliance with best practices and laws, examples of prohibited overnight guests are:

- person(s) who have been charged and/or convicted of a felony;
- person(s) who have been charged and/or convicted of a misdemeanor involving drugs or violence;
- person(s) who are former Residents/Lessee's of The Village at Rose State who had their Student Housing Contract terminated under Section 4.17 of the Student Housing Contract;
- person(s) who have been removed and/or barred from The Village at Rose State;
- person(s) who have been deemed a trespasser to The Village at Rose State;
- person(s) who have been removed and/or barred from Rose State College campus;
- minors as defined by anyone under the age of 18 years old; and
- all individuals presenting either a risk or threat to the safety, security, health, and /or wellbeing of the Student Housing community at The Village at Rose State.

No guest is allowed to stay overnight for more than two nights, consecutive or random, within a 14-day period, with each said 14-day period beginning on Sunday and ending on the following Saturday. The Resident/Lessee is responsible for all the actions of his/her guest(s) to The Village at Rose State. All guests are required to abide by all RSC policies, procedures, rules, and regulations. Violations of this policy by an overnight guest will result in immediate removal/eviction of the overnight guest from The Village at Rose State premises and may result in trespass status for the overnight guest. The Resident/Lessee shall be financially obligated to pay for any damage caused to Rose State College property by the Resident's/Lessee's overnight guest. Overnight guests must be accompanied by the Resident/Lessee at all times while on the premises of The Village at Rose State.

4.22 VISITOR(S) OF THE RESIDENT/LESSEE: Visitors are defined as any person(s) who is not contractually obligated to the Resident's/Lessee's apartment that the Resident/Lessee has given access to the apartment and The Village at Rose State premises to include building, grounds, parking lots, stairwell, and gate access. All minors must be accompanied by a parent/guardian at all times when visiting The Village at Rose State.

The Resident/Lessee is responsible for all the actions of his/her visitor(s) to The Village at Rose State. All visitors are required to abide by all College policies, procedures, rules, and regulations. The Resident/Lessee shall be financially obligated to pay for any damage caused to Rose State College property by the Resident's/Lessee's visitor. All visitors must carry a government-issued picture identification card at all times and must present such identification card when requested by Rose State College staff, Campus Security, and/or Law Enforcement.

In the interest of safety, security, and compliance with best practices and laws, examples of prohibited visitors are:

- person(s) who have been charged and/or convicted of a felony;
- person(s) who have been charged and/or convicted of a misdemeanor involving drugs or violence;
- person(s) who are former Residents/Lessee's of The Village at Rose State who had their Student Housing Contract terminated under Section 4.17 of the Student Housing Contract;
- person(s) who have been removed and/or barred from The Village at Rose State;

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- person(s) who have been deemed a trespasser to The Village at Rose State;
- person(s) who have been removed and/or barred from Rose State College campus;
- all individuals presenting either a risk or threat to the safety, security, health, and/or well-being of the Student Housing community at The Village at Rose State.

Violations of this policy by the Resident's/Lessee's visitor will result in immediate removal/eviction of the visitor from The Village at Rose State premises and may result in trespass status for the visitor. Visitors must be accompanied by the Resident/Lessee at all times while on the premises of The Village at Rose State.

4.23 RESERVATION FEE/DAMAGE DEPOSIT: Any damages to a Resident's/Lessee's apartment or other commons area will be charged to the Resident's/Lessee's student account. The Resident/Lessee agrees to pay, upon demand, for any damage to Rose State College (RSC) property that results from the negligence, carelessness, or accident of the Resident/Lessee or the Resident's/Lessee's guest(s)/visitor(s). If the identity of those responsible for the damage to RSC property cannot be determined after investigation, RSC, at its discretion, may apportion the cost to repair the damage among any or all Residents/Lessees of the Apartment, Building, or Apartment Complex. Any Resident/Lessee who fails to pay for damages assessed will not be permitted to register or graduate or be issued an official transcript until damage assessments are paid in full. RSC has the right to withhold from a Resident's/Lessee's deposit and charges or fines owed RSC, including tuition and fees.

4.24 LEGALLY BINDING: This document becomes a legally binding contract when accepted and subscribed by Rose State College (RSC). This will occur upon receipt of the \$175.00 nonrefundable room reservation fee, and receipt of the signed Student Housing Application.

4.25 ENTIRE AGREEMENT: This Student Housing Contract in conjunction with The Village at Rose State Community Living & Standards Handbook, section 4.20 of this Student Housing Contract, and the Student Code of Conduct contains the entire agreement between the Resident/Lessee and Rose State College (RSC). 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/Lessee and the Director of Residence Life. This Student Housing Contract shall be construed under the laws of the State of Oklahoma, which shall have jurisdiction for its enforcement. Should a court of competent jurisdiction declare any portion of this Student Housing Contract invalid, the remainder shall remain in full force and effect.

4.26 RESIDENTS UNDER THE AGE OF 18: An application for on-campus student housing by a student under the age of 18 will be reviewed on an individual basis. Rose State College (RSC) is not obligated to provide housing for students under the age of 18, but it may do so at its discretion. A parent or legal guardian must sign the housing application and this Student Housing Contract for any student who is under the age of 18 by the first day of class during the semester in which they plan to begin their residency at The Village at Rose State.

4.27 CONDUCT HISTORY AND CRIMINAL HISTORY:

1. Student Conduct: Students with a previous student conduct history resulting in probation, suspension, or expulsion from any current or previous institution of higher education institution are required to meet with the Director of Residence Life before completion of the Student Housing Application. Falsification in response to questions on the application may result in but not limited to termination of your Student Housing Contract under Section 4.17; referral to the Office of Student Accountability; and/or referral to the appropriate law enforcement agency.

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2. Criminal History: Convicted felons and those convicted of misdemeanors involving violence or drug abuse are not permitted to reside at The Village at Rose State. Falsification in response to questions on the application may result in but not limited to termination of your Student Housing Contract; referral to the Office of Student Accountability; and/or referral to the appropriate law enforcement agency.

4.28. Summary & Completion: Residents/Lessees of The Village at Rose State are required to abide by the terms and conditions outlined in the Rose State College Student Housing Contract; Rose State College policies, procedures, rules, and regulations as defined in: the Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination, and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village at Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual, and all applicable local, state, and federal laws. Failure to comply with these policies and laws set forth may result in but not limited to termination of your Student Housing Contract in accordance with Section 4.17 of this Student Housing Contract; referral to the Student Conduct Officer, and/or referral to the appropriate law enforcement agency. Failure to complete Section 4.28 of this Student Housing Contract; to misrepresent; or to willfully omit information may result in but not limited to termination of your Student Housing Contract in accordance with Section 4.17 of this Student Housing Contract; referral to the Student Conduct Officer; and/or referral to the appropriate law enforcement agency.

4.29 Key Receipt: Upon move-in, Residents/Lessees of The Village at Rose State are given an apartment key, a mailbox key, and a proximity card. I understand that if I cannot locate my missing key within 48 hours, I will then be charged either \$250.00 to rekey the 4BR/2BA or \$150.00 to rekey the 2BR/2BA apartment or suite, and \$200 to rekey a 3-bed suite. The cost to replace the mailbox key is \$20.00 and the proximity card replacement fee is \$10.00.

I also acknowledge the responsibilities of having these keys and access to The Village. I will not allow others to use my room key, mailbox key, or proximity card for access to The Village. I will accompany all of my visitors and guests in and out of The Village, remain with them at all times, not leave anyone unaccompanied in my apartment, and abide by all other terms and agreements as listed in The Village at Rose State Student Housing Contract.

Section 5. ACKNOWLEDGMENT & UNDERSTANDING OF THE TERMS, CONDITIONS, & PROVISIONS OF THIS STUDENT HOUSING CONTRACT

I have read and agree to abide by all the terms, conditions, and provisions as stated in this Student Housing Contract; all local, state, and federal laws; and all Rose State College (RSC) policies, procedures, rules, and regulations as incorporated by reference into this Student Housing Contract under Section 4.20. I further understand and agree to all financial obligations for the duration of this Student Housing Contract. I understand that should my Student Housing Contract be terminated by myself or by RSC for an unapproved reason as stated in Section 4.16 and Section 4.17 of this Student Housing Contract, I will be financially obligated to forfeit the \$200.00 deposit (if paid), pay the \$500.00 cancellation charge, will be responsible for the month of rent following 30 days from the submission date of the cancellation form via the housing portal, for the contract term specified in Section 3.1 of this Student Housing Contract. as stated in Section 4.16 and Section 4.17 of this Student Housing Contract. I also understand that I must maintain the minimum enrollment status as a part-time (9-12 hours) student as defined by Federal Financial Aid policy and must be in good academic standing with RSC to reside at The Village at Rose State. This includes notice of academic probation, warning, or suspension, and mandatory grade checks through the Residence Life Office. Furthermore, I understand that a housing assignment does not constitute admission to RSC.

By completing and signing the Student Housing Application, I consent, agree, and shall abide by all terms, conditions, and provisions of this Student Housing Contract for the duration of this Student Housing Contract as I have selected in Section 3.1 of this Student Housing Contract. This Student Housing Contract will be complete and legally binding when this Student Housing Application has been signed along with the \$175.00 room reservation fee. At the completion of this Student Housing Contract, the Resident/Lessee shall be financially obligated to the terms, conditions, and provisions of this contract for the duration of the contract as selected in Section 3.1 of this Student Housing Contract by the Resident/Lessee.

All Student Housing charges will be in effect once the signed Student Housing Contract and the \$175.00 room reservation fee have been received.

Rose State College, in compliance with Titles VI and VII of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008(ADAAA); Genetic Information Nondiscrimination Act of 2008 (GINA); and other federal laws and regulations, does not discriminate on the basis of race, color, sex, age, national origin, religion, disability, genetic information, sexual orientation, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational programs, activities, or services. The Affirmative Action Officer is the Executive Director, Human Resources/AAO. Issues of non-compliance need to be referred to the Affirmative Action Officer, Administration Building, Room 104, telephone (405) 733-7979.