

2018/2019

Housing Contract

Terms of Contract

The term of this contract is for the entire academic year. Pro-rated charges for early arrival or late departure will be assessed.

OCU shall make residence hall and room assignments without regard to race, gender, age, marital status, color, religion, sexual orientation, disability, or national origin.

Residency Policy

Campus Housing Policy

Unless otherwise approved by OCU in writing, a student who meets all the following criteria is required to live in University residence facilities as long as space permits in such facilities:

- Full-time enrollment; and
- Traditional undergraduate student (Ages 17-23 and single); and
- Attending the Oakland City University main campus; and
- Receiving University funding (In order to receive institutional aid (not including federal or state aid), a student must comply with the university's housing policy); and
- Does not qualify for the housing policy exemption

A housing policy exemption is granted by the Office of Student Life to those living with their parents(s), court-appointed guardian, married, non-traditional (Age 23 or older by July 1st, 2018). A commuter status form will need to be completed before any student will be removed from the housing list and switched to commuter status.

Meal Plan Requirements

Students living in OCU residence facilities are required to participate in one of the university's meal plans unless there is a medical reason the student cannot participate or OCU otherwise waives this requirement in writing. A 19 Meal Plan and a Block 185 are both offered as meal plans. If a student requires a special diet, he/she must provide a doctor's note and the required menu must be provided to OCU's Food Service Director to determine if OCU's food service is able to accommodate the special diet.

Housing Deposit

A Housing Deposit of one hundred dollars (\$100.00) is to be paid by each student requesting university housing and is encouraged to be paid at the time of application to ensure housing placement.

The housing deposit will be refunded if the housing reservation is cancelled at least thirty (30) days prior to the beginning of OCU's academic year, or when the student graduates, withdraws, or leaves at the end of the academic year as long as check-out procedures set forth in the Oakland City University Student Handbook are followed.

The housing deposit will not be refunded if the student has unpaid charges on his/her OCU account, if the student is dismissed for disciplinary reasons, or if damages to the assigned room or residence hall exceed the amount of the room deposit, in which case the remaining balance will be added to the student's OCU account.

_____ **Initial to acknowledge you understand and agree with the terms listed above.**

OCU Rights

OCU reserves the right to make a temporary administrative reassignment to another room or residence hall if it is believed that the student poses an imminent threat of physical or emotional harm to an individual, physical harm to property, or a significant threat to the stability of the community.

OCU reserves the right to enter a student's room for law enforcement purposes, as well as custodial services, inspections, room repair and maintenance, pest control and emergency situations.

OCU reserves the right to require students to participate in a consolidation process whenever a student finds themselves in their assigned room without a roommate. Private rooms may be available upon request at an additional cost to the student. (Private rooms exclude Cox Hall)

OCU reserves the right to cancel this contract and require the student to leave OCU housing if the student has violated the terms and conditions of the contract, rules and regulations set forth in the Oakland City University Student Handbook, or has exhibited behaviors that significantly disrupt the life of the residential community or pose a serious risk to any resident (including self), student, staff, faculty member or visitor.

OCU does not assume responsibility for any loss to person(s) or personal property. It is recommended that the student consult their parents' homeowner's policy for coverage or obtain renter's insurance coverage for your personal property.

Personal property remaining in the room after the student vacates or abandons the room will be disposed of by OCU after seventy-two (72) hours. Student will be billed for any costs associated with such disposal.

_____ **Initial to acknowledge you understand and agree with the terms listed above.**

Student Responsibilities

Rules & Regulations

I *understand* that Oakland City University is a private Christian University and may have a set of rules, regulations, guidelines, and policies that may be different than those of the general society.

I *understand* that I have access to a copy of the current Oakland City University Student Handbook found online at <https://www.oak.edu/consumer-information>. I *understand* that I am responsible for reading and abiding by all rules, regulations, guidelines, and policies, which have been established by Oakland City University.

I *understand, accept, and agree* to abide by the rules, regulations, guidelines, and policies as set forth by the OCU Board of Trustees and Administration and enforced by the OCU Administration, Faculty, and/or Residence Life Staff.

I *understand* that if I am unwilling to abide by the rules, regulations, guidelines, and policies as set forth by OCU, I may be removed from campus housing provided by OCU without reimbursement of room and board fees or room deposit.

Housing Regulations

I *understand* that I am responsible for keeping the assigned room sanitary and safe. I agree to report any deteriorated conditions of my room to OCU. I agree to pay for damages incurred in the room.

I *understand* that I am responsible for my actions and the actions of any guests while on OCU property. This contract may be terminated if I or my guests violate contract provisions, state law, federal law or university policies.

I *understand* that I must follow proper checkout procedures as outlined by Residence Life in the OCU Student Handbook.

I *understand* that I am required to attend all university housing meetings unless prior arrangements are made with the Residence Hall Director, Director of University Housing, or Director of Student Life. I understand that not attending these meetings may result in disciplinary actions.

I *understand* that if I choose to build a loft, I will consult the Residence Life Staff for policies regarding construction and other guidelines. I am fully responsible for any liability related to having a loft bed if I choose to utilize one.

I *agree* to leave the room in a clean and orderly condition when I vacate the room.

I *understand* that I cannot remove the screens from the windows in the residence halls. I understand that if I remove a screen from windows in the residence hall, I can be charged for replacement of the screen. If the screen inadvertently comes out it must be reported to a Residence Life Staff member and maintenance immediately.

I understand that if there are any damages to the room while I am residing in the residence hall, charges will be added to my account and I will be obligated to pay such charges. In addition, I understand a fee will be assessed for replacing my room key or key fob.

I agree to accept placement in the residence hall/university housing for the entire academic year. If I choose to or am asked to vacate university housing before the completion of the spring term (other than graduation or non-disciplinary withdraw from the university), I understand that I will be held responsible for payment of room and board fees for the remainder of the academic year. I also understand that my housing deposit will not be refunded.

_____ **Initial to acknowledge you understand and agree with the terms listed above.**

Default and Remedies

Student agrees to vacate the assigned room at the termination of Student's contract or immediately after losing eligibility for housing. OCU may charge additional rent to Student for any holdover period during which Student remains in the residence hall after Student's housing contract terminates or after Student loses eligibility for housing. OCU may also charge \$100 per day in liquidated damages for each day Student's possession remain in the residence hall after the termination of the contract or after Student loses eligibility for housing. Student agrees that Student's failure to remove all possessions from the residence hall at the time Student vacates the residence hall shall result in Student forfeiting said possessions. If Student fails to remove Student's possessions, OCU may charge Student's OCU account for costs and expenses associated with the removal and disposal of Student's forfeited possessions.

Student agrees to pay all reasonable costs and expenses, including attorney fees, court filing fees, collection agency fees, etc., incurred by OCU in enforcing this contract.

OCU may, at its option, cancel this contract or seek legal remedy, without further notice to the student, if the student abandons his/her room, fails to pay rent or charges when due or fails to rectify any other default after written notice of the default by OCU.

OCU may cancel this contract if student fails to maintain eligibility requirements, make timely payments due to OCU, comply with behavioral standards established by OCU or is dismissed from OCU.

If the contract is terminated, student agrees to pay the charges set forth above.

The failure of OCU to exercise its options under the contract does not constitute a waiver or relieve student from student's remaining obligations and duties under this contract.

_____ **Initial to acknowledge you understand and agree with the terms listed above.**

Agreement

I *understand and agree* that I am subject to the terms and conditions set forth in this Student Residence Hall Agreement/Housing Contract which I have signed and delivered to Oakland City University and that all matters set forth therein are part of this Contract.

Signature of Applicant

Date

Accepted by Oakland City University

University Representative

Date