Rose State College
Student Housing Contract

Semester you plan to enroll in classes and begin your residency in The Village @ Rose State
Fall:_______ Spring:_______ Summer:_______

CONTRACTUAL STATEMENT TO THE RESIDENT/LESSEE: The Student Housing Contract for The Village @ Rose State is a legally enforceable agreement between Rose State College (RSC) and the RSC Student residing at The Village @ Rose State (Resident/Lessee) named herein and signed by on page 14 of this Student Housing Contract. 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 selected in Section 3.1 of this Student Housing Contract by Resident/Lessee.

Section 1. ELIGIBILITY
All occupants of The Village @ Rose State are required to be enrolled in a minimum of 3/4 time (9-11 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 Dean of Students. All requests for an exception to the enrollment requirement must be submitted in writing to the Dean of Students with attached appropriate documentation to include but not limited to: doctors’ notes/medical diagnosis, transcripts, marriage license, and/or other valid documentation in support of the exception request.

Section 2. HOUSING RATES

<table>
<thead>
<tr>
<th>TWO BEDROOM APARTMENT:</th>
<th>FOUR BEDROOM APARTMENT:</th>
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<tbody>
<tr>
<td>$600.00 per month per bedroom</td>
<td>$550.00 per month per bedroom</td>
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<tr>
<td>FALL $3,000.00 per semester per bedroom</td>
<td>FALL $2,750.00 per semester per bedroom</td>
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<tr>
<td>SPRING $3,000.00 per semester per bedroom</td>
<td>SPRING $2,750.00 per semester per bedroom</td>
</tr>
<tr>
<td>SUMMER $1,800.00 per semester per bedroom</td>
<td>SUMMER $1,650.00 per semester per bedroom</td>
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*All rental rates are due in accordance with the payment due dates in full as outlined in Section 4 of this Student Housing Contract.

Resident/Lessee Initials: ________
Parent/Guardian Initials: ________

Office Use Only: Date Received ____________ $200 Deposit Received ____________ Staff ____________
Section 3. DURATION OF STUDENT HOUSING CONTRACT & FLOOR PLAN PREFERNCE

3.1 Please select the Student Housing Contract term you are requesting and initial in the blank next to the contract term you have selected. Please remember that your selection is the legally binding duration of this Student Housing Contract.

**Student Housing Contract Term:**

___ 10 Month: Fall 2015 & Spring 2016 (Occupancy dates: August 12, 2015 to May 16, 2016)
___ 12 Month: Fall 2015, Spring 2016, & Summer 2016 (Occupancy dates: August 12, 2015 to July 29, 2016)
___ 12 Month with Summer Reduced Rental (SRR): Fall 2015, Spring 2016, & Summer 2016 (Occupancy dates: August 12, 2015 to July 29, 2016)
___ Summer 2016 (Occupancy dates: May 31, 2016 to July 29, 2016)

For more information about Summer Reduced Rental, please contact Residence Life Staff at (405)733-7490.

3.2 Please select the apartment style you would prefer. Please remember this is a request and that Residence Life Staff cannot guarantee the floor plan requested. All assignments are made based on availability.

**Student Housing Floor Plan Preference:**

( ) 2 Bedroom/2 Bath Unit ( ) 4 Bedroom/2 Bath Unit ( ) No Preference

Section 4. TERMS & CONDITIONS

4.1 **TERM OF OCCUPANCY:** The term of this Student Housing Contract shall begin on the date in accordance with the beginning of this contract as to the occupancy date and shall conclude on the termination date in accordance with 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 of this Student Housing Contract. Late charges shall be assessed to all payments made after the published deadlines for payment. Any unpaid balance from The Village @ Rose State may be withheld from the Resident’s/Lessee’s housing deposit submitted at the execution of this Student Housing Contract.

4.2 **CHARGES, PAYMENTS, & DEPOSIT:** The Resident/Lessee will be responsible for any charges to include:

a. Apartment rent;
b. Late charges;
c. Utilities (electric) in excess of $120.00 per month to be divided among the roommates per apartment in equal shares;
d. If so desired, cable TV via Cox cable;
e. If so desired, local phone service via Cox Cable;
f. Any charges incurred for violations of Student Housing polices;
g. Any charges incurred for damages to Rose State College property; and/or
h. Any other charges incurred while residing in The Village @ Rose State or resulting from the move-out process.

Resident/Lessee Initials: ________
4.2 cont. DEPOSIT

1. **New residents to The Village @ Rose State shall pay a $200.00 room reservation security deposit required at the time of signing this contract.** If this contract is cancelled on or after August 3, 2015 then the deposit is non-refundable. All requests to cancel this contract must be received in writing to the Dean of Students by close of business day July 31, 2015.

2. **Returning residents to The Village @ Rose State in good standing shall not be required to pay a new deposit with this contract.** The previous deposit will be transferred forward to the new housing contract. If this Student Housing Contract is cancelled on or after August 3, 2015 then the deposit is non-refundable. All requests to cancel this Student Housing Contract must be received in writing to the Dean of Students by close of business day July 31, 2015.

3. The first payment, or satisfactory payment arrangements, must be made before August 3, 2015, for Fall 2015 Residents, before December 14, 2015 for Spring 2016 Residents and before May 2, 2016 for Summer 2016 Residents. Any Resident/Lessee that has not paid the first payment or made satisfactory payment arrangements on or before the specified date will forfeit his or her apartment assignment. Resident’s/Lessee’s shall have the opportunity to arrange a monthly payment plan for a service charge. For more information regarding payment plans, please contact Administrative Services at (405) 733-7306.

4.3 FINANCIAL RESPONSIBILITY & OBLIGATION This agreement obligates the Resident/Lessee to full payment of the financial obligations to be paid as indicated in the Housing Rate Sheet which is incorporated into this contract by reference. 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 pursuant to 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 contract as specified under the Termination of Contract in Sections 4.16 and 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 @ Rose State. The charges can be paid in full by academic year or 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.

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 Administrative Services at (405)733-7306 for more information on housing installment payment plans. **Deposits cannot be included as part of the payment plan.**

Resident/Lessee Initials:________
4.3 cont.

2. Payment Due Dates

**FALL 2015** Before August 3, 2015 for full payment, initial installment payment or completion of approved financial payment arrangements.

**SPRING 2016** Before December 14, 2015 for full payment, initial installment payment or completion of approved financial payment arrangements.

**SUMMER 2016** Before May 2, 2016 for full payment, initial installment payment or completion of approved financial payment arrangements.

After the initial payment, all payments are due on the 5th of the month. In the event the payment due date falls on a weekend or holiday, payments will be due the last business day before the weekend/holiday. Payment via an installment payment plan will still be due on the 5th. **A fee of $25.00 will be assessed for any late payment.**

3. **Financial Aid:** Rose State College (RSC) reserves the right to automatically apply Financial Aid funds to a Resident’s/Lessee's housing contract balance. 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 to ensure that his/her account is current and paid for in full.

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 @ Rose State Community Living Handbook* which is incorporated into this contract by reference. All damage charges will first be applied to the $200.00 room reservation security deposit. Any remaining damage charges above the $200.00 deposit will placed as charges on the student account and must be paid for in full prior to 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 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 insurance to protect against injury, damage or loss incidental to Residence 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 perform those duties in an efficient manner. 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 the purpose of 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 is not limited to, the following:

Resident/Lessee Initials: ________
4.6 cont.

1. **Room Reservation:** When the Student Housing Application, $200.00 deposit, the Meningococcal Compliance Form, and this Student Housing Contract are received by the Residence Life Staff you 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 and roommate, the applicant is contracting for on–campus housing accommodations, not for a particular apartment, building or roommate.;

2. **Assignment:** When the student has been admitted and has enrolled as a 3/4 time student and the advance rent payment or financial payment arrangement documents are received, residential accommodations will be finalized and student will be notified.;

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. Further, 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. **Apartment Transfers/Changes:** Residents/Lessees are assigned a room through Residence Life Staff and must obtain written authorization via a Room Change Request Form from Residence Life Staff before the Resident/Lessee can change/transfer to another Apartment and/or Apartment room. Requests are subject to additional charges as indicated in the Room Change Request Form.;

6. **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 time for a health, safety, maintenance, and/or damage inspection of the premises or as deemed necessary for an institutional purpose search.;

7. **Behavior:** Provisions regarding student conduct and appropriate behavior are published in the 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision, 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 Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.;

8. **Firearms and Weapons:** The sale, use, distribution, or possession of Firearms and Weapons is prohibited at The Village @ Rose State and will strictly be enforced under this Student Housing Contract. However, nothing in this contract restricts the referral to Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.;

Resident/Lessee Initials:________
9. **Alcohol:** The sale, use, distribution, or possession of alcohol is prohibited at The Village @ Rose State. Residents/Lessees of The Village @ Rose State will be held to the three strike policy for alcohol sale, use, distribution, and/or possession of alcohol as directed in *The Village @ Rose State Community Living & Standards Handbook*. However, nothing in this contract restricts the referral to Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.

10. **Drugs:** The sale, use, distribution, or possession of drugs is prohibited at The Village @ Rose State and will strictly be enforced under this contract. However, nothing in this contract restricts the referral to Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.

11. **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 is prohibited at Rose State College and at The Village @ 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. However, nothing in this contract restricts the referral to Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.

12. **Convictions and Pending Charges:** Convicted felons and those convicted of misdemeanors involving violence or drug abuse are not permitted to reside in The Village @ 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/Lessees charged with any felony or a misdemeanor involving violence or drug abuse are not permitted to reside in The Village @ Rose State and will have his/her Student Housing Contract immediately terminated in accordance with Section 4.17 of this Student Housing Contract. Residents/Lessees charged with any felony or a misdemeanor involving violence or drug abuse are to immediately notify Residence Life Staff. The Dean of Students will review the pending allegations and determine based on the safety, security, health, and overall wellbeing of the Student Housing community if the Resident/Lessee may continue to reside at The Village @ Rose State. However, nothing in this contract restricts the referral to Student Conduct, to the appropriate law enforcement agency, or to the College seeking civil remedies.

13. **Pet (Animal) Policy:**
   a. **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 @ Rose State.
   b. **Exception 1:** A 25 gallon fish tank is permitted for pets (animals) that spend up to 80% of their life in/under water to include: some fish, some turtles, some frogs, and some other non-venomous/non-hazardous pets (animals). All Residents/Lessees seeking Exception 1 to the Pet (Animal) Policy must have prior written approval from the Dean of Students one week prior to bringing the pet (animal) to The Village @ Rose State.

Resident/Lessee Initials: ________
4.6 cont.

c. Exception 2: Service animals that comply with the rules and regulations set forth by the Americans with Disabilities Act (ADA). For inquiries regarding eligibility please contact the Coordinator of Disability Services at the Office of Special Services and Student Outreach located at Rose State College, 6420 S.E. 15th Street, Midwest City, OK 73110, Student Services Building Room 101 or by calling (405) 733-7407.

14. Rose State College (RSC) Rules and Regulations Enforcement: The Resident/Lessee and Resident’s/ Lessee’s guest/visitors must abide by all RSC policies, procedures, rules, and regulations stated in the: Student Housing Contract; 2015/2016 Student Handbook; the Student Code of Conduct (SCC); the Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Policies & Procedures Manual, Thirty-Fifth 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 stating that the student has received and reviewed the information provided on the risks associated with meningococcal disease and has chosen not be vaccinated. You must submit the Meningococcal Compliance form along with the Student Housing Contract and $200.00 room reservation security deposit before keys shall be issued to the Resident/Lessee at move-in.

4.8 CONDITIONS OF THE PREMISES & ALTERATIONS: Resident/Lessee accepts the rooms, fixtures, and furniture AS IS, except for conditions materially affecting health and safety of ordinary persons. An Apartment/Apartment Room Check-In Inventory and Condition form will be provided to the Resident/ Lessee upon check-in. Resident/Lessee shall note any defects or damages on the form, and return it to Residence Life Staff. Failure to return the form will be an acknowledgement 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 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 small holes for picture hanging will be permitted in sheet rock 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).

4.9 REPAIR & MALFUNCTIONS: All requests for repairs and services must be in writing to Residence Life Staff. 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 Staff. In case of malfunction of air-conditioning (HVAC system) or other equipment, resident shall immediately notify Residence Life Staff. Resident/Lessee shall promptly notify Residence Life Staff of holes, broken glass, broken locks or latches, and any condition which materially affects health or safety. Rent shall not abate during such repair periods.

Resident/Lessee Initials: ________
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: (1) Damage to furniture, appliances, doors, windows, or screens, (2) Damages from windows or doors left open, or (3) Damages from wastewater stoppages caused by foreign or improper objects in lines exclusively serving Resident’s/Lessee’s student housing.

4.11 **RIGHT OF ENTRY:** Rose State College (RSC) and third parties on behalf of the College reserve the right to enter student housing for routine inspection, in order to meet emergency situations, to make routine maintenance or fire hazard inspections, to maintain minimum health and safety standards, and to enforce regulations.

4.12 **CLEANING:** The student housing, 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 in accordance with the instructions, Resident/Lessee shall be liable for reasonable charges to complete such cleaning. This includes charges for cleaning carpets, 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.

4.13 **FURNITURE POLICY:** All furniture furnished by The Village @ Rose State to the Resident/Lessee shall not be removed at any time from The Village @ Rose State. Removal, loss, or damage to any furniture furnished by The Village @ Rose State will immediately result in damage charges up to the total replacement value of the damaged or lost furniture.

4.14 **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, (4) personal delivery at student housing to any occupant and/or(5) student e-mail. 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 email. Resident(s)/Lessee(s) are therefore reminded to monitor and maintain their official email for information regarding Student Housing.

4.15 **ACCOMMODATIONS REQUEST:** Do you require any special physical accommodations or assistance due to disability or health concerns?

( ) Yes  ( ) No

If “Yes”, please explain: _____________________________________________________
__________________________________________
__________________________________________
__________________________________________
__________________________________________

If you are seeking special accommodations or assistance due to disability or health concerns, please contact the Coordinator of Disability Services at the Office of Special Services and Student Outreach located at Rose State College, 6420 S.E. 15th Street, Midwest City, OK 73110, Student Services Building Room 101 or by calling (405) 733-7407.

Resident/Lessee Initials: _____
### 4.16 TERMINATION OF CONTRACT BY RESIDENT/LESSEE:

The Resident/Lessee, in the case of any of the three following events, may terminate this contract prior to its expiration:

1. The Resident/Lessee marries;
2. The Resident/Lessee has a verifiable medical condition that precludes living on campus; or
3. The Resident/Lessee has some documented and verifiable hardship/exigent circumstance as determined by the Dean of Students.

*Any request to terminate the Student Housing Contract by the Resident/Lessee must be made in writing with supporting documentation to the Dean of Students. The Dean of Students shall 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. If this contract is terminated outside of any of these three reasons, including abandonment, the following charges will apply:

a. Forfeiture of the $200 deposit;
b. Contract cancellation fee of $500; and
c. All remaining rent charges for the entire semester.

**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 cards are returned.

### 4.17 TERMINATION OF CONTRACT BY ROSE STATE COLLEGE:

This contract may be terminated prior to 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;
3. Possession, sale, use, or distribution of Firearms and/or Weapons on Rose State College property to also include The Village @ Rose State;
4. Failure of the Resident/Lessee to maintain enrollment as a 3/4 time student as defined by Federal Financial Aid policy;
5. Failure of the Resident/Lessee to comply with the terms and conditions of this contract; or
6. Violation by the Resident/Lessee of any RSC policy, rule, or regulation as stated in this Student Housing Contract and as stated in the: 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision.

Resident/Lessee Initials: ________
4.17 cont.
If a Resident’s/Lessee’s contract is terminated by RSC, the following charges will apply:

a. Forfeiture of the $200 deposit;

b. Contract cancellation fee of $500 amount of dollars; and

c. All remaining rent charges for the entire semester.

**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 cards are returned.

4.18 **OTHER RIGHTS OF ROSE STATE COLLEGE (RSC):** Upon abandonment by the Resident/Lessee or termination of this 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 in excess of five pounds that is deemed property abandoned.

4.19 **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).

4.20 **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. Other RSC publications, such as: the 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision, may 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 and Guests/Visitors must adhere to all RSC policies, procedures, rules, and regulations as stated in: the 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision. All rules and regulations appearing in the most recent The Village @ Rose State Community Living & Standards Handbook section of the 2015/2016 Student Handbook and other handbooks that from time to time may be circulated by the Office of Residence Life are made part of this contract. All Residents/Lessees are responsible for their knowledge of the 2015/2016 Student Handbook. Student Handbooks are available in the Office of Residence Life, the Office of Student Conduct, and can be located at www.rose.edu. Failure to comply with all RSC policies, procedures, rules, and regulations as defined in: the 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision are grounds for the College to terminate the contract in accordance with Section 4.16 and 4.17 of this Student Housing Contract.

Resident/Lessee Initials: _______
4.21 **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 student’s space be sublet or otherwise placed in the occupancy, control or care of another person or entity. Subletting is prohibited at The Village @ Rose State, there are no exceptions.

4.22 **OVERNIGHT GUEST(S) OF THE RESIDENT/LESSEE:** Up to two guests are allowed to stay overnight or for the weekend with prior written approval by the Residence Life Staff. 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 @ Rose State. All guests are required to abide by all RSC 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 guest.

4.23 **VISITOR(S) OF THE RESIDENT/LESSEE:** The Resident/Lessee is responsible for all the actions of his/her visitor(s) to The Village @ 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.

4.24 **RESERVATION/DAMAGE DEPOSIT:** Any damages to a Resident’s/Lessee’s apartment or other commons area will be charged to the Resident’s/Lessee’s account. The Resident/Lessee agrees to pay, upon demand, for any damage to Rose State College (RSC) property which 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 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 any charges or fines owed RSC, including tuition and fees.

4.25 **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 Student Housing Application, receipt of the $200.00 room reservation security deposit, receipt of the signed Student Housing Contract, and signed approval of this Student Housing Contract by Residence Life Staff.

4.26 **ENRITE AGREEMENT:** This written contract 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 Dean of Students. This contract shall be construed under the laws of the State of Oklahoma, who shall have jurisdiction for its enforcement. Should a court of competent jurisdiction declare any portion of this Contact invalid, the remainder shall remain in full force and effect.

4.27 **RESIDENTS UNDER THE AGE OF 18:** An application for on-campus 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 contract for any student who is under the age of 18 by the first day of class.

Resident/Lessee Initials: _______
4.28 STUDENT CONDUCT HISTORY AND CRIMINAL HISTORY

4.28.1 Student Conduct History: 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 Dean of Students prior to completion of the Student Housing Contract. Falsification in response to these questions may result in but not limited to termination of your housing contract; referral to the Office of Student Conduct; and/or referral to the appropriate law enforcement agency.

Do you have a Student Conduct record?
   (     ) Yes  (     ) No

Have you ever been placed on probation, suspension, or expulsion resulting from a Student Conduct offense?
   (     ) Yes  (     ) No

If “Yes,” please attach documentation providing information regarding previous probation, suspension, or expulsion.

4.28.2 Criminal History: Convicted felons and those convicted of misdemeanors involving violence or drug abuse are not permitted to reside at The Village @ Rose State. Falsification in response to these questions may result in but not limited to termination of your housing contract; referral to the Office of Student Conduct; and/or referral to the appropriate law enforcement agency.

Have you ever been convicted of a felony?
   (     ) Yes  (     ) No

Have you ever been convicted of a misdemeanor involving violence or drug abuse?
   (     ) Yes  (     ) No

All Residents/Lessees of The Village @ Rose State are required to abide by the terms and conditions set forth in the Rose State College Student Housing Contract; Rose State College policies, procedures, rules, and regulations as defined in: the 2015/2016 Student Handbook; Student Code of Conduct (SCC); Sexual Misconduct, Sex Discrimination and Unlawful Harassment Policy and Grievance Procedure (SMSDUHP); The Village @ Rose State Community Living & Standards Handbook; and the Polices & Procedures Manual, Thirty-Fifth Revision; and all applicable local, state, and federal laws. Failure to comply with these polices and laws set forth may result in but not limited to termination of your housing contract; referral to the Office of Student Conduct; and/or referral to the appropriate law enforcement agency.

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

I have read and agreed to abide by all the terms, conditions, and provisions as stated in this Student Housing Contract and all Rose State College (RSC) policies, procedures, rules, and regulations as incorporated by reference into this Student Housing Contract. 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 Sections 4.16 and 4.17 of this Student Housing Contract, I will be financially obligated to forfeit the $200.00 deposit, pay the $500.00 cancelation charge, and pay the remaining balance of housing charges for the current semester as stated in Sections 4.16 and 4.17 of this Student Housing Contract. I also understand that I must maintain the minimum enrollment status as a ¾ time student as defined by Federal Financial Aid policy and must be in good academic standing with RSC to reside at The Village @ Rose State. Furthermore, I understand that a housing assignment does not constitute admission to RSC.

Resident/Lessee Initials:________
Section 5 cont.

By completing and signing this Student Housing Contract, I consent and agree to all the 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 Contract has been signed and delivered to Residence Life Staff along with the $200.00 deposit and signed by Residence Life Staff. 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.

Please sign this Student Housing Contract, provide all the information listed below and initial and date the bottom of every page of the contract starting with the first page. Keys will not be issued until the Meningococcal Compliance form is submitted to Residence Life Staff.

Resident/Lessee Information

Resident’s Full Legal Name: ____________________________________________

Last   First   Middle

Date of Birth: _____________________  Age: _________  Gender: (   ) Male (   ) Female

SSN: ______________________________  Rose State College ID: _________________________

Mailing Address: _____________________________________________________________

Street Address

City   State   Zip

Home Phone: (     )__________________________  Cell Phone: (     )_________________________

RSC Email: _____________________________  Secondary Email: ____________________________

*Students are reminded that Rose State College’s official form of communication to students is via the student Rose State email address.

If you are under the age of 18, parent or other legal guardian information is required.

If Resident/Lessee is under the age of 18 on the first day of classes, a parent or other legal guardian must sign this contract, provide all the requested information listed below, and initial the bottom of the first page of the contract (second blank line).

Parent’s or Other Legal Guardian’s Name: __________________________________________

Home Phone: (     )__________________________  Cell Phone: (     )_________________________

Address: _________________________________________________________________

Street Address

City   State   Zip

Emergency Contact (if different from above)

Name: _____________________________  Relationship: _____________________________

Home Phone: (     )__________________________  Cell Phone: (     )_________________________
All Student Housing charges will be in effect once the signed Student Housing Contract and the $200.00 room reservation security deposit have been received and signed by Residence Life Staff. Room keys will not be issued until the Meningococcal Compliance form has been completed and returned to Residence Life Staff.

By signing this Student Housing Contract I understand that I will be financially obligated to the terms, conditions, and provisions of this Student Housing Contract for the duration of the contract term I selected in Section 3.1. I also understand that Residence Life Staff cannot guarantee my specific request for a particular room or roommate and reserves the right to place all students. Requests will be honored when possible.

Resident/Lessee Signature: ___________________________ Date: ______________________

If you are under the age of 18 years, then a parent or other legal guardian signature is also required.

Parent’s or Other Legal Guardian’s Signature: ___________________________ Date: ______________________

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 noncompliance need to be referred to the Affirmative Action Officer, Administration Building, Room 104, telephone (405) 733-7979.