



2021-2022 Academic Year Housing License And Board Agreement

This Is A Legal And Binding Document With Financial Obligations. Please Read Carefully Before Accepting.

Housing License And Board Agreement Terms And Conditions

This UNIVERSITY HOUSING LICENSE AND BOARD AGREEMENT (Agreement) is a legally binding agreement between the student, including student's guarantor if student is under 18, and Southern Nazarene University (SNU or University), covering room accommodations in University residence halls or other affiliated housing and food service operations provided by University's contracted vendor. Both parties assume the rights and responsibilities outlined in the Terms and Conditions of Occupancy and all supporting documents upon acceptance. No term or condition of this Agreement can be waived and no statement made by SNU or its agents is considered a waiver of any term or condition of the Agreement, whether expressed or implied. The Agreement is subject to the proper completion and submission of all appropriate Student Life documents (e.g., Roommate, Medical History, etc.) by the student. This Agreement is contingent upon receipt of the Housing Deposit. These Terms and Conditions for Occupancy shall remain in full force and effect until the end of the contract period, subject to the reservation of rights below. The Agreement is nontransferable.

Terms And Conditions Of Occupancy

- A. **Contracted Period:** The term of the Agreement is for the entire period indicated on the final page of the Agreement, commencing with the opening of the living areas by the institution or the date student is permitted to move in, whichever comes first. All schedules published by the University are subject to change in the sole discretion of the University. Delayed arrival shall not relieve the Student of the responsibility for the payment of fees as set forth in the Agreement. Any student who vacates University housing during the contract period without an official, written, approved release from the Dean of Students or his/her designee continues to be financially responsible for fees, charges, and costs during the contract period. Unless Student has obtained written permission from the Dean of Students or his/her designee, Student agrees to vacate room when living areas are closed, and within twenty four (24) hours of Student's last examination at the end of each term. If Student is graduating, Student agrees to vacate room by noon, one day after commencement.
- B. **Student Status:** To be eligible to reside in SNU housing, a student must be a full-time students currently enrolled at SNU. Exception to this requirement must be requested in advance and in writing to the Dean of Students or designee.
- C. **Meal Plan Requirement: Meal plans are required for all students residing in SNU housing** and are assigned based on the living area. Student may increase their meal plan at any time but can only decrease their meal plan prior to the end of the second week of classes. Meal plan usage is not available outside of the contract periods or during academic recesses (e.g. Christmas break) or other times that SNU housing is closed. Meal plans do not roll-over from term to term. Flex dollars roll over from fall to spring term. All meal plans/flex dollars expire at the end of the spring. Student is required to show their SNU ID when purchasing food on campus. Meal plan information can be found at snu.edu/housing.
- D. **Accommodations:** Students with accessibility questions or concerns should contact the Office of Disability Services as soon as possible and, under most circumstances, prior to making housing selections. Student understands and acknowledges that failure to contact the Office of Disability Services could impact the University's reasonable accommodations process. Southern Nazarene University desires to be a community that reflects diversity, inclusion, and equity through the refining of our character, the way we create a culture, and the way we serve Christ.
- E. **Room And Board Rates:** Room and board rates are published prior to the beginning of fall semester and are available from the University Business Office as well as from Student Life. Room and board charges are assessed by the semester or summer term and are due as billed by the University Business Office. Students who contract for University housing for less than a full semester will be assessed room and board charges according to the following schedule:
 1. The minimum charge for students who take possession of (receive keys) University housing is 20% of semester or summer term charges.
 2. Students who maintain possession of a University residence will be assessed charges on a prorated scale that aligns with the course withdrawal schedule and policy.
- F. **Personal Property: The University does not carry insurance covering Student's personal property.** The Student is encouraged to obtain personal renter's insurance to cover personal property. The University is not liable and shall assume no responsibility for losses or damages of any sort occurring to personally owned property or furniture, or resulting from equipment malfunction or failure, or of any cause whatsoever. The University shall assume no responsibility for theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, Student for any cause, whether such loss occurs in the Student's room or public areas.
- G. **Assumption Of Risk:** Student acknowledges and agrees that participating in University activities, including residing in University housing, entails known and unanticipated risks and that such risks simply cannot be eliminated, including the risk of contracting a communicable disease such as COVID-19, meningitis, or tuberculosis. Student is voluntarily agreeing to participate in University activities despite such risks.

H. **Assignment of Rights:** Student shall have no right to assign, delegate, sublease, or otherwise transfer, either in full or in part, any of Student's rights or responsibilities under this Agreement. Any such assignment, delegation, sublease, or other such transfer shall be void, and any person purporting to take possession under such assignment, delegation, sublease, or other such transfer shall be deemed a trespasser.

I. **Housing, Board, And Other Charges:** The student authorizes the University to post housing and board charges directly to his or her University Business Account. The student understands that the charges may include, but are not limited to, room costs, board plan costs, fines for misconduct, reimbursement of damage costs, and lockout fees.

The student should contact the Student Life office directly for an explanation of charges if the student has a question.

The student is obligated to pay any balance in full by the invoice due date. If the student fails to comply with these terms, he/she will not be allowed to register for further classes or receive transcripts or diplomas and may be denied other University services. If the student fails to make timely payment of all or any part of assessed charges, the student will be liable to the University for all costs the University incurs (including reasonable attorneys' fees) in pursuing collection against the student. The student understands and agrees to these terms and accepts any debt arising in connection with this Agreement as the student's personal responsibility.

Housing Deposit -New students are required to pay a \$150.00 housing deposit to the Admissions Office as they enroll in SNU. Charges for damages or unapproved alterations to the room are assessed against the room deposit. If charges are assessed to the point of depleting the deposit balance to \$75.00 or below, the student must bring the deposit back to the full \$150.00. If charges over \$150.00 are assessed, they will be posted directly to the student's University Business Account. The full deposit or unused balance is refundable upon graduation, when the student withdraws from SNU, or if the student is granted an exemption from the residential requirement through the Office of Student Life assuming that the deposit is not necessary to satisfy outstanding financial obligations. If the deposit is unclaimed one year (12 months) from the time of a student's graduation or departure from campus housing, the unclaimed deposit will be used by the University for improvements to student living areas without notification to the student.

J. **Contract Cancellation After The Beginning Of The Contract Period:** This Agreement is binding for the entire contract period. Student will be required to fulfill the financial obligations of this contract even if he/she physically moves out of campus housing. A student's fall contract may be cancelled for one of the 3 reasons stated below:

1. **GRADUATION** If a student graduates at the end of the fall term and they notify the Student Life Office in advance of the end of the semester, the housing deposit will be refunded.
2. **MARRIAGE** If a student has married or is getting married during the contract period, he/she may petition the Office of Student Life to be released from the contract. If petition is submitted in accordance to the Schedule set forth in Section K of the Agreement and is approved, the housing deposit will be refunded.
3. **WITHDRAW FROM THE UNIVERSITY** If a student officially withdraws from the University, the Agreement may be cancelled. The student may forfeit his/her Housing Deposit and may be responsible for a prorated portion of the housing charge.

If a student experiences a significant financial, physical, medical, or other hardship, he/she may petition the Office of Student Life to be released from the contract. If petition is approved, the student will forfeit the Housing Deposit, and may be responsible for a prorated portion of the housing charge.

K. **Contract Cancellation Prior To The Beginning Of The Contract Period:** The student may cancel the Agreement, according to the terms below, by submitting written notification to the Office of Student Life. The fee associated with cancellation escalates as the contract period nears.

1. **Fall Term** - If cancellation notice is received by **June 1**, for the fall term, the deposit is **refundable**. A cancellation notice received **June 2 – July 1** will result in the **forfeiture of the deposit**. A cancellation notice received **July 2-August 1** will result in the **forfeiture of the deposit plus \$250** of the fall semester's contract value. A cancellation notice received **after August 1** will result in the **forfeiture of the deposit plus \$500** of the fall semester's contract value.
2. **Winter Term** - If cancellation notice is received by **November 1**, for the winter term, the deposit is **refundable**. A cancellation notice received **November 2 – November 30** will result in the **forfeiture of the deposit**. A cancellation notice received **December 1 – December 24** will result in the **forfeiture of the deposit plus \$250** of the winter semester's contract value. A cancellation notice received **December 25 – Opening** will result in the **forfeiture of the deposit plus \$500** of the winter semester's contract value.

L. **Cancellation By The University:** The University reserves the right to cancel the Agreement immediately for cause (Cause). Cause includes any breach of this Agreement, violation of any University policy or regulation or any federal, state, or local law, providing false information as part of the application process or any other University process, a documented history of violent behavior, and/or histories or behaviors that demonstrate an inability to function within the community environment or on-campus living, as determined by the University, or behavior that results in dismissal from the University or that constitutes a significant threat to the safety of any member of the campus community, including the student, jeopardizes property of others or the University, the student, and/or it is determined that the campus community would be best served by alteration or cancellation of the Agreement. If student is dismissed from the University or from SNU Housing; he/she may be responsible for the housing and meal plan charges for the

remainder of the contractual period. Student is still required to properly check out of University housing at the time of dismissal. Improper checkouts carry a financial penalty plus the charge for a lock change and key replacement if key is not returned at the time of checkout.

- M. **Room Assignments:** The University reserves the right to assign student rooms to make effective use of available space, to consolidate students, and to use unoccupied space in any facility. This Agreement does not guarantee specific assignments or roommates. The University reserves the right to reassign a student at any time. Possible reasons for reassigning a student include but are not limited to when, in the opinion of the Dean of Students or designee, a student is considered (a) disruptive to his or her residential community, (b) incompatible with his or her roommate, or (c) unwilling to abide by University rules and regulations. Other reasons include but are not limited to Acts of God. Student is expected to communicate with and to live cooperatively with roommate(s)/apartment mate(s), to be respectful of differences, and to collectively agree on living habits. Assignments will normally be made on the basis of two students per room in the traditional residence halls. However, demand for housing may require that the University assign three persons per room, and, thus the University reserves the right to assign students in this manner. Students also may be assigned to temporary space. Students so assigned will be reassigned to double occupancy spaces as they become available. Students who have not contracted for single occupancy, do not have a roommate, and have been requested to consolidate but have not, must pay the single room rate.
- N. **Room Entry And Inspection Policy:** SNU reserves the right to enter into any campus residence at any time inspection is deemed necessary by the University in its sole discretion, with or without the student being present. Such inspection may be made for safety, maintenance, management, welfare, sanitation, and/or suspected violation of regulations, or of suspected violation of local, state, or federal law, or other cause as deemed necessary by proper school officials. In the event of an emergency or other exigent circumstance, SNU may remove Student's belongings for cleaning, repair, storage and/or protection. Student recognizes that under the circumstances outlined in this paragraph that Student does not have a "right to privacy" and is giving consent to entry and/or inspection.
- O. **Room Condition And Furnishings:** The University supplies basic furniture. Students may not stack furniture, remove University-provided furnishings from their units, remove furnishings from common areas, disassemble furniture, or detach fixed furnishings without written consent from the Dean of Students or designee. Students are responsible for the condition of rooms, furnishings, and fixtures furnished by the University, less normal wear and tear. The student agrees to submit a Room Condition Report at the time of check-in. Upon check-out, the student will pay for missing furniture, repair of and damages beyond normal wear and tear to restore the room and/or furnishings to the condition noted on the Room Condition Report. Student's signature on the Room Condition Report establishes student's acceptance of the condition of the room and contents at the time of check-in, and becomes the standard for the condition of the room at the time of check-out. Unless it can be otherwise conclusively determined, all students assigned to a room will be responsible for an equal share of liability. Unless it can be otherwise conclusively determined, all of the residents of a building or floor may be held jointly responsible for loss, damage, and/or defacement to common areas and/or furnishings. When charges are allocated to a student(s), the payments will be charged to the student's University Business Account in accordance with established policies. Students who wish to bring additional furniture into their room must adhere to all Oklahoma state and local fire codes. All furniture must be flame retardant. Students are not allowed to bring any type of loft bed or bed unit, homemade or commercially built. Student must furnish his/her own linens, pillow, towels, mattress covers, and personal items.
- P. **Unauthorized Access And/Or Occupancy:** If Student occupies a room or residence without authorization at any time outside of his/her contract dates and without permission from the Dean of Students or Designee (e.g. before scheduled move in date, after scheduled termination of contract date, after the closure of living areas for Christmas season break, or after Student's eligibility has ceased) he/she will be charged an unauthorized occupancy fee for each day or portion thereof until the space is completely vacated. A space is not considered completely vacated until all of the belongings are removed and the key is returned. Student may not remain as a guest in the living area after checking out. Occupying a room or residence without authorization may also result in withdrawal of current and/or future housing privileges, fines, and other disciplinary action.
- Q. **Commercial/Business Use Of Facilities:** Student residences are provided in support of the educational mission of the University and are not intended to serve as centers for private enterprise or personal profit in any form.
- R. **Construction And Renovation:** Construction and remodeling or repair of buildings on the SNU campus in the vicinity of campus housing may occur in the academic year. Construction would occur during normal daytime hours and could result in disturbances and disruptions including, but not limited to, increased noise and dust in the area around campus residences with both planned and unplanned utility shutdowns. By signing this Agreement, the student agrees that he or she has been advised of said possible construction and acknowledges that there could be disturbances and disruptions resulting from such construction and has agreed to such.
- S. **Right To Modify:** The University reserves the right to make and promulgate such modifications or additional rules and regulations or both, which may be reasonably necessary or appropriate for the safety, care and general welfare of the student. The University reserves the right to adjust charges or costs for accommodations, facilities and dining services.
- T. **Indemnification:** Student, for himself/herself, and his/her representatives, heirs, assigns and successors releases SNU and its affiliates, officers, directors, trustees, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for, and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a

result of, (a) student's failure to fulfill any condition of this Agreement or failure to comply with any applicable laws, rules, or regulations, including (b) any and all liability for injury or loss relating to student's use and occupancy of the bedroom, apartment suite, or residence hall; and (c) any damage or injury happening in or about the bedroom, apartment suite, or residence hall to Student's guests, licensees, invitees, or such person's property.

- U. **Landlord/Tenant:** It is expressly understood and agreed by the parties that nothing herein shall be construed to create a landlord/tenant relationship between the University and the student or guarantor. The Agreement is not a lease but a license under Oklahoma law and the terms of the Agreement are controlling as to the rights and responsibilities of the parties. It is further agreed that no student or guarantor shall be deemed to have been granted a possessory interest in any particular housing unit for any applicant. It is further understood that the University reserves the right, at its sole discretion, to assign, reassign and adjust the occupancy of any housing unit by reassigning student during the term of the Agreement to other University housing.
- V. **Nonperformance:** The University's nonperformance of any obligation or duty under the Agreement will be excused to the extent that the performance is prevented by an Act of God or circumstance beyond the University's control, including, without limitation, fire, war, riots, flood, earthquake, weather, health emergency, pandemic, epidemic, labor dispute, civil disturbance, governmental acts or orders or restrictions, or power or communications failure (each a "force Majeure Event"). Fees under the Agreement are non-refundable except as expressly stated herein, and it will be in the University's sole discretion whether students will receive a refund or a credit for housing and board during a Force Majeure Event.
- W. **Student Rights And Responsibilities:** Students agree to abide by all applicable laws and University regulations and to respect the rights, privileges, and property of other members of the University community and visitors to the campus. Students who fail to abide by this Agreement will be subject to University disciplinary procedures as well as possible termination of their Agreement. Full details of University regulations and disciplinary procedures are outlined in the SNU Student Handbook.

Rules And Regulations

- A. Visitation in residence hall rooms by members of the opposite sex is permitted only by special permission granted by the appropriate University officials at designated times. Arrangements for overnight guests must be made in advance with and approved by the Resident Director.
- B. The possession or use of firearms, weapons, fireworks, paintball guns, or explosives of any sort is prohibited on University property.
- C. Fire hazards, including but not limited to, incense, burning candles, halogen lamps, exposed heating elements, or personal BBQ grills are prohibited in or around any living area. Light fixtures in the residential community should never be obstructed or covered by any material. Student may not cover their walls in any material that will create a fire hazard. Only one power strip may be used per electrical outlet. Flammable materials (e.g., gasoline, kerosene, etc.) may not be kept in the campus residence. Fire extinguishers must not be used or removed from their storage rack except in case of fire.
- D. Animals or pets (e.g., dogs, cats, birds, hamsters, etc.) of any kind are not permitted in the campus residence.
- E. Small table-top refrigerators (3 cubic feet and under) are permissible as well as 1 microwave per apartment and 1 microwave per suite in A.M. Hills Residence Hall. No refrigerators larger than 3 cubic feet, freezers, or other appliances (e.g. electric heaters, hot plates, toaster ovens, etc.) are permitted in campus residences.
- F. Possession of or use of alcohol or any illegal or unauthorized prescription or non-prescription drug or related paraphernalia, is prohibited. Possession or use of tobacco or tobacco paraphernalia in any of its forms is also prohibited.
- G. Conduct which is considered disorderly, vicious, obscene, unlawful, destructive or abusive is prohibited.
- H. The student is responsible at all times for all activities in his or her assigned room/apartment suite in accordance with this Agreement, SNU and housing policies, and applicable federal, state, and local laws.
- I. The Student shall not threaten, harass or interfere with any SNU staff in performance of their duties and responsibilities.
- J. Musical instruments, including, but not limited to electronic instruments (e.g., guitars, pianos, etc.) may not be practiced in residence halls unless used with headphones at all times, such that the sounds made cannot be heard by other residence hall occupants.
- K. Sales and solicitations are prohibited in the campus residence or general area unless authorized by the Office of Student Life.
- L. State laws regarding gambling will be enforced. The exchange of money in gambling ventures is prohibited, including but not limited to penny poker, games of chance, betting on sports, and online gambling from the residence halls.
- M. Tampering with washing machines, elevators, game machines, and/or vending machines is prohibited.
- N. The removal of personal property belonging to your roommate or another community member without consent is prohibited and will be treated as theft. The removal of University-owned property without the written consent of the Dean of Students or designee will be treated as theft.
- O. Harassment, including any form of hazing, is strictly prohibited. Federal, state, and local laws regarding these issues will be stringently enforced. Harassment is defined as verbal threats, intimidation, or conduct which tends to cause or incite a breach of the peace or is severe or pervasive enough to substantially interfere with a reasonable student's educational performance, opportunities or benefits, or mental, emotional or physical well-being.

Reservation Of Rights

While the Office of Student Life will attempt to accommodate an individual's housing request, there is no guarantee that such requests will be granted. The University reserves the right to deny housing to any student whose conduct has been deemed by the University unsuitable to Christian community living as described in the *Student Handbook* (www.SNU.edu/handbook). Students who are required to live on campus and who are dismissed from University housing may, as a result, be dismissed from SNU. By submitting an Agreement, you agree to and authorize the Office of Student Life to retrieve personal data, such as GPA and number of completed units, for purposes of determining housing eligibility.

The Undersigned, In Consideration Of The Assignment To His/Her Housing Facilities By The University, Hereby Agrees To Occupy A Space In A Campus Residence And To Participate In The Selected University Board Plan For The Period Indicated At The Rate Prescribed By The Board Of Trustees Of SNU For The Term Of This Agreement. The Undersigned Also Agrees To Comply With All Policies And Procedures In The SNU Student Handbook. I understand that this Agreement will be interpreted and enforced under the laws of the State of Oklahoma without reference to the State's choice of law provisions. I Have Read And Understand This Agreement And Agree To Abide By All Of Its Terms And Conditions.

Signature of Student

Date signed

Print Student Name

*Parent or guardian (Guarantor) signature
(required if Student is less than 18 years old)*

Student ID Number

Contract Period (please check/select one below):

_____ *Academic Year (Fall & Spring)*

_____ *Summer Term*

Dean of Students or SNU Designee