

UNIVERSITY OF SCIENCE AND ARTS OF OKLAHOMA FOUNDATION STUDENT HOUSING, LLC

as operated by the University of Science and Arts of Oklahoma
Office of Student Services – 1727 W. Alabama – Chickasha, OK 73018 – 405-574-1278
LAWSON COURT APARTMENTS 2008-2009

Name: _____ Female Male Email: _____

Student ID: _____ Date of Birth: _____

Home Address: _____
City, State, Zip

USAO P.O. Box: _____ Apartment Number: _____

Home Telephone Number: _____ Local/Cell Phone Number: _____

Classification at USAO: Freshman Sophomore Junior Senior Major: _____

Room and board is based on apartment rent coupled with the required selected food service plan. Food service plans may be used Sunday through Saturday with no carry over of cafeteria meals. Dcb: Declining Cash Balance.

Meal Plan	Cost	Lawson Occupancy	Trimester Occupancy
<input type="checkbox"/> 5 Cafeteria Meals + \$75 dcb	\$ 800 / trimester	<input type="checkbox"/> 2 Bedroom \$ 2,340 / trimester	<input type="checkbox"/> Academic Year-Fall & Spring 08/09
<input type="checkbox"/> 5 Cafeteria Meals + \$300 dcb	\$1075 / trimester	2 Bedroom \$ 1,565 / summer	<input type="checkbox"/> Year Round
<input type="checkbox"/> 10 Cafeteria Meals + \$200 dcb	\$1200 / trimester	<input type="checkbox"/> 4 Bedroom \$ 1,940 / trimester	Fall, Spring, Summer 08/09
<input type="checkbox"/> 15 Cafeteria Meals	\$1125 / trimester	4 Bedroom \$ 1,260 / summer	\$500 discount in Summer Trimester
<input type="checkbox"/> 15 Cafeteria Meals + \$150 dcb	\$1200 / trimester		

Name of roommate(s) requested (roommate(s) must request each other): 1) _____
2) _____ 3) _____

Do you:

- smoke? get up early? tidy? object to a roommate who drinks alcohol?
 drink alcohol? study late? not tidy object to a roommate who smokes?

Emergency Contact Information: _____
Name relationship phone number

* Individuals with special needs must make requests for accommodations in writing through the Office of Student Services.

CONTRACT TERMS AND CONDITIONS

1. Eligibility and On-Campus Residency Requirement.

- A. To be eligible to live in Lawson Court, a resident must be at least 18 years of age and enrolled at or employed by the University of Science and Arts of Oklahoma. (See student handbook.)
- B. Resident must participate in a food service plan.
- C. The Leasor reserves the right not to contract with residents who have violated the terms and conditions for housing contracts or University rules or regulations, or who have a past due balance with the University.

2. Contract Period

8 am August 16, 2008- 2 pm April 18, 2009 Academic Year
8 am August 16, 2008 - 2 pm August 2, 2009 Year Round (fall)

3. Security Deposit

- A. A \$200 deposit is required if contracting for on-campus apartments. This contract does not guarantee availability of rooms. If a room is not available, the \$200 deposit will be refunded.
- B. The security deposit is not an advanced payment of rent or a measure of damages in case of default or damage.
- C. **Termination of contract after signing of this lease shall result in forfeiture of security deposit.**
- D. Upon contract completion, residents may request a refund of deposit in writing following complete check-out, including key return. Any damages will be deducted from deposit amount.

4. Rent

Resident will pay total rent in the amount(s) listed above in advance and without demand, at the University of Science and Arts of Oklahoma Business Office on or before payment date which is the first day of classes. Rent unpaid after the due date is delinquent and will authorize all remedies in this lease. If all rent is not paid on or before the due date resident agrees to pay a late charge of \$30.00. **If the resident moves during the lease period they shall be responsible for the full lease amount.**

5. Utilities

The Leasor will pay all utilities, local telephone and Internet service in bedrooms and basic cable in all bedrooms and the living area. Utilities shall be used for normal household purposes and not wasted.

6. Termination of the Contract by Resident

After the resident has signed a housing contract, the contract may be terminated by the resident only for official withdrawal from the University. Dropping below full time is not official withdrawal from the University. When the resident withdraws from the University during the contract period he/she is responsible for room and board charges for that academic term and the deposit is forfeited. If the resident re-enrolls during the contract period, the resident shall be subject to the terms of this lease.

7. Termination of the Contract by the Leasor

- The Leasor may terminate this contract and require resident to vacate Lawson Court for, but not limited to, the following reasons:
- A. Failure to meet financial obligations satisfactorily.
 - B. Failure to register for and attend the required number of credit hours.
 - C. Violation of University policy, rules or regulations, including but not limited to the regulations set out in the current Student Handbook, or violation of criminal law. **Residents removed from housing for disciplinary reasons shall be responsible for the remainder of the lease.**
 - D. Violation of the terms of the contract.
 - E. An emergency or casualty rendering the resident's room unsafe or otherwise uninhabitable.

8. Assignments/Occupancy

- A. The apartments shall be assigned according to year-round lease, cumulative hours, cumulative grade point average (GPA), full time enrollment, and other various values set by the Leasor.

B. For purpose of operating efficiently, the Leasor reserves the right, upon five (5) days written notice, to relocate resident to another accommodation having similar characteristics.

9. Occupancy

The maximum number of individuals occupying an apartment shall be no more than two (2) persons in a two-bedroom or four (4) persons in a four-bedroom apartment. No other occupants are permitted. Resident shall not allow anyone to share the apartment, nor shall resident assign, sublet or transfer his/her interest in the apartment without the Leasor's written consent.

10. Conditions of the Premises and Alterations

Resident accepts the apartment, fixtures, and furniture AS IS, except for conditions materially affecting health and safety of ordinary persons. A check-in inventory and condition form will be provided to resident upon check-in. Within forty-eight (48) hours after check-in, resident shall note any defects or damages on the form and return it to the Leasor's representative. Failure to return the form will be an acknowledgement by resident that resident has inspected the apartment, fixtures and furniture and that they are in good condition and repair. Resident shall use reasonable diligence in care of the apartment and common areas. Resident may not perform any repairs, wallpapering, carpeting, electrical changes or other alterations. No holes or stickers are allowed inside or outside of the apartment; however, a reasonable number of small holes for picture hanging will be permitted in sheet rock walls. Upon commencement of this lease, the Leasor shall furnish light bulbs prescribed for wattage for lighting; thereafter, light bulbs will be replaced at resident's expense. When moving out, resident will surrender the apartment in the same condition as when received. Reasonable wear means wear occurring without neglect, carelessness or abuse. Any damages beyond reasonable wear will be repaired and charged to the resident(s).

11. Liability

The University or USAOF, LLC will not be liable to any resident or guest for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, tornadoes, wind, explosions, interruption of utilities or other occurrences unless caused by the University or USAOF, LLC's negligence. The University or USAOF, LLC will not be liable to any resident or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. *Resident is highly encouraged to secure apartment dwellers or similar insurance to cover any loss or damage to personal property.* Resident agrees to use the clubhouse and any other amenity at Lawson Court at his/her own risk and hereby releases the University and USAOF, LLC from all claims for any damage or injury to the full extent permitted by law. Notice: Resident shall not disconnect or intentionally damage a smoke detector or remove the battery from a smoke detector without immediately replacing it with a working battery. Resident may be subject to damages, civil penalties, and attorney fees for not complying with this requirement.

12. Repair and Malfunctions

All requests for repairs and services must be in writing to the Leasor's representative. The Leasor may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, resident shall notify the Leasor immediately. In case of malfunction of air conditioning or other equipment, resident shall notify the Leasor as soon as possible on a business day. Resident shall promptly notify the Leasor in writing of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which materially affects health or safety. Rent shall not abate during such repair periods.

13. Reimbursement

Resident shall promptly reimburse the Leasor for any loss, damage, or cost of repairs or service caused in the apartment or common areas by improper use or negligence of resident or resident's guests. Unless the damage or stoppage is due to the Leasor's negligence, the Leasor will not be liable for and the resident shall pay for repairs, replacement costs and damages of the following: (1) Damage to furniture, appliances, doors, windows, or screens, (2) Damage from windows or doors left open, or (3) Damage from wastewater stoppages caused by foreign or improper objects in lines exclusively serving resident's apartment.

14. Default by Resident

- A. If resident fails to pay rent or other amounts owed by resident under this lease; or if resident or resident's guests violate this lease, rules and policies of the University, or fire prevention, health or criminal law; or if any resident is arrested for possession, manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in local, state, or federal laws, or if same are found in the apartment; or if resident abandons the apartment, the Leasor may terminate resident's right of occupancy.
- B. Termination of possession rights or subsequent re-letting by the Leasor shall not release resident from liability for future rentals. After the Leasor gives notice to vacate or after the Leasor files eviction suit, the Leasor may still accept rent or other sums due, and such notice, filing, or acceptance will not waive or diminish the Leasor's right of damages, past or future rent, or other sums due. If resident's rent is delinquent and if ten (10) days prior written notice is delivered to resident, the Leasor may terminate utilities furnished and paid for by the Leasor unless governmental regulations, sub-metering or utility prorations provide otherwise.
- C. If resident abandons the apartment or is evicted, any subsequent rentals received by the Leasor from re-letting the apartment shall be credited against resident's liability for future rentals (and against any judgement for accelerated rentals); however, the Leasor shall have no obligation to re-let the apartment. Resident shall be charged for the Leasor's actual costs for re-letting.
- D. Lease violations, including failure to pay any sums due, may also subject resident to University sanctions which may prevent resident from enrolling at the University and from obtaining grades, transcripts or diplomas.

15. Cleaning

The apartment, including interior window surfaces, furniture, bathrooms and kitchen appliances, must be cleaned thoroughly. Move-out cleaning instructions shall be followed. If resident fails to clean in accordance with the instructions, resident 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 apartments are all nonsmoking. Therefore, this includes the odor removal of cigarette smoke and other various odors.

16. Right of Entry

The Leasor reserves the right to enter the apartments 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.

17. Method of Notice

All notices for resident must be in writing and may be given to resident 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 the apartment to any occupant, (5) sliding a sealed envelope under entry door to apartment, or (6) affixing the notice to the back of the apartment main entry door.

I HAVE READ AND AGREE TO ABIDE BY THE ABOVE PROVISIONS. I UNDERSTAND THAT THIS IS A BINDING CONTRACT FOR AN ACADEMIC YEAR, AND THAT SIGNING OBLIGATES ME TO ROOM AND BOARD PAYMENTS FOR THE ENTIRE ACADEMIC YEAR. A HOUSING ASSIGNMENT DOES NOT CONSTITUTE ADMISSION TO THE UNIVERSITY.

SIGNATURE

TODAY'S DATE