



Redlands Community College Contract for Student Housing Services

This Contract for Student Housing Services is an agreement between Redlands Community College (RCC) and the Resident whose name appears on the contract (Resident). The contract covers student housing services at RCC for the 2011-2012 academic year. The Resident is responsible for carefully reviewing all information, including the terms and conditions, before signing and submitting the contract to Redlands Community College. Cougar Crossing is a tobacco-free facility.

ELIGIBILITY

To be eligible to execute this contract, the applicant must be enrolled as a full-time student at RCC (enrolled in a minimum of 12 credit hours) as defined by Federal Financial Aid policy for Fall 2011. An exception to this rule may be granted for the Resident's final semester, in which the Resident may take only those courses required in order to graduate to be eligible to reside in student housing. A student requesting this exception must attach an official transcript

2011-2012

Terms & Conditions

- TERM OF OCCUPANCY:** The terms are indicated in this contract. The Resident may occupy the Apartment in accordance with the Dates of Occupancy published within this contract.
- CHARGES AND PAYMENT:** RCC establishes charges for apartment rent, which includes utilities, cable and trash services, and other charges incidental to Residence Living. The Resident agrees to pay these charges to RCC at the times set forth. Failure to pay charges at published dates will result in late fees being assessed. Any unpaid balances, including tuition or fees, may be taken from the Resident's housing deposit at the time of his or her official Exit Check-Out.
First Time Residents: A \$200 deposit is required to be submitted with this contract. If this contract is cancelled on or after August 1, 2011, the deposit is not refundable. The contract cancellation request must be in writing, signed and dated, and received by the RCC Business Office on or before July 31, 2011. The contract signer is responsible for ensuring the Business Office receives the contract cancellation request.
Returning Residents in Good Standing: No deposit is required to be submitted with this contract. If this contract is cancelled on or after August 1, 2011, the deposit is not refundable. The contract cancellation request must be in writing, signed and dated, and received by the RCC Business Office on or before July 31, 2011. The contract signer is responsible for ensuring the Business Office receives the contract cancellation request.
The first payment, or satisfactory payment arrangements, must be made before August 1, 2011, for Fall Residents, before December 15, 2011 for Spring Residents and before May 1, 2012 for Summer Residents. Any Resident 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.
- FINANCIAL RESPONSIBILITY:** This agreement obligates the Resident to full payment of the financial obligations to be paid as indicated in the "Housing Rate Sheet" and the "Payment and Information Sheet" which is incorporated into this contract by reference. Failure to satisfy the financial obligations accrued under this contract may result in denial of permission to enroll and/or issuance of transcripts pursuant to Redlands Community College 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 being denied access to his/her living accommodations and termination of this contract. Refunds will be governed by the Terms and Conditions of this contract as specified under the Termination of Contract section.
Financial Aid: RCC reserves the right to automatically apply financial aid funds to a Resident's housing contract balance. If the financial aid applied to the Resident's housing charges is insufficient to cover the total contract, the Resident is responsible to ensure that his/her account is current and paid in full.
- CARE OF FACILITIES:** This agreement obligates the Resident to full payment of the financial obligations to be paid for damages to the Resident's individual living space and/or the Apartment communal living space and/or the Apartment Complex communal space as indicated in the *Resident's Handbook* which is incorporated into this contract by reference.
- LIABILITY AND INDEMNIFICATION:** Except as prescribed by the Government Tort Claim Act, RCC 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 agrees to hold harmless and indemnify RCC for any claims or damages payable as a result of the negligence or other acts of the Resident. **RCC strongly recommends that the Resident secure insurance to protect against injury, damage or loss incidental to Residence occupancy.**
- ADMINISTRATION AND INSPECTION:** RCC 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, RCC reserves the right to make apartment assignments as necessary. From time to time, RCC may promulgate rules and regulations for the general safety, welfare and comfort of the entire population of the Apartment or Apartment Complex. The Resident agrees that any authorized agent of RCC may enter the Resident's room at any reasonable time for the purpose of inspection and enforcing reasonable rules. Administration and Inspection applies, but is not limited to, the following:
 - Room Reservation:** When the Application for Admission, Housing Application, \$200 deposit AND this contract are received, the Residence Life Office 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.
 - Assignment:** When the student has been admitted and has enrolled as a full-time student AND the advance rent payment or financial payment arrangement documents are received, residential accommodations will be finalized and student will be notified.
 - Consolidation:** RCC reserves the right to consolidate vacancies by reassignment or adjusting the occupancy of an apartment to maximize the use of space. Further, RCC 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.
 - Apartment Transfers/Changes:** Residents are assigned a room through the RCC Resident Life Office and must obtain written authorization [Transfer/Change Form] from the Coordinator for Resident Life before the resident can transfer to another apartment. Requests are subject to additional charges as indicated in the "Housing Rate Sheet" and the "Payment and Information Sheet".

- e. **Entry into Room:** RCC reserves the right to enter any Resident's apartment or 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.
 - f. **Behavior:** Provisions regarding student conduct and appropriate behavior are published in the *Student Handbook*, *Cougar Crossing Resident Life Handbook* and through appropriately designated RCC publications and are incorporated into this contract by reference.
7. **TERMINATION OF CONTRACT BY RESIDENT:** The Resident, in the case of any of the following events, may terminate this contract prior to its expiration:
- a. The Resident marries; or,
 - b. The Resident has a verifiable medical condition that precludes living on campus.
 - If this contract is terminated outside of either of these two reasons, including abandonment, the following charges will apply:
 - a. Forfeiture of the \$200 deposit;
 - b. Contract cancellation fee of \$800; and,
 - c. 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 with a member of the Residence Life staff and access keys and cards are returned.
8. **TERMINATION OF CONTRACT BY RCC:** This contract may be terminated prior to its expiration by RCC in any of the following events:
- a. Failure of the Resident to establish satisfactory payment arrangements by the specified date for each semester;
 - b. Failure of the Resident to pay any charges required when due;
 - c. Failure of the Resident to maintain enrollment as a full-time student as defined by Federal Financial Aid policy;
 - d. Failure of the Resident to comply with the terms and conditions of this contract; or,
 - e. Violation by the Resident of any RCC policy, rule or regulation.
 - If a Resident's contract is terminated by RCC, the following charges will apply:
 - a. Forfeiture of the \$200 deposit;
 - b. Contract cancellation fee of \$800; and,
 - c. 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 with a member of the Residence Life staff and access keys and cards are returned.
9. **OTHER RIGHTS OF RCC:** Upon abandonment by the Resident or termination of this contract by RCC, RCC may re-enter and re-assign the Resident's space. Any property of the Resident remaining upon such re-entry may be disposed of in the same manner as property abandoned. RCC is under no obligation to provide storage for property abandoned. Resident may be charged a \$100 per-item fee for any property weighing in excess of 5 pounds that is deemed property abandoned.
10. **REMOVAL OF PROPERTY:** Upon the normal expiration or termination of this contract, the Resident 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 RCC.
11. **RCC POLICIES, RULES & REGULATIONS:** At various places in this 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 RCC publications, such as the *Student Handbook* and *Resident's Handbook*, may also affect the rights and obligations of the Resident and are incorporated into this contract by this reference but are not a written part of this contract. Residents must adhere to all RCC policies and procedures.
12. **SUBLETTING:** Under no circumstances will the Resident be allowed to sublet his or her room in the Apartment.
13. **GUESTS:** Up to 2 guests are allowed to stay overnight or for the week-end with prior written approval of the Coordinator for Residence Life. 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.
14. **RESERVATION/DAMAGE DEPOSIT:** Any damages to a Resident's apartment or other commons area will be charged to the Resident's account. The Resident agrees to pay, upon demand, for any damage to RCC property which results from the negligence, carelessness or accident of the Resident or the Resident's guest(s). If the identity of those responsible for the damage to RCC property cannot be determined after investigation, RCC, 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 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. RCC has the right to withhold from a Resident's deposit any charges or fines owed RCC, including tuition and fees.
15. **LEGALLY BINDING:** This document becomes a legally binding contract when accepted and subscribed by Redlands Community College. This will normally occur upon receipt of the housing application, deposit, and signed contract.
16. **ENTIRE AGREEMENT:** This written contract contains the entire agreement between the Resident and RCC. 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 and RCC. This contract shall be constructed 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 contract invalid, the remainder shall remain in full force and affect.
17. **PRODIGY POLICY:** An application for on-campus housing by a prodigy student, defined as a student under the age of 17 on the first day of class, will be reviewed on an individual basis. RCC is not obligated to provide housing for prodigy students, 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: Please sign this contract, provide all the information listed below, and initial the bottom of the first page of the contract (first blank line).

Resident's Signature: _____ Date: _____

Printed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Resident's Personal Cell Phone: (_____) _____ Home/Other Phone: (_____) _____

Resident's Personal Email: _____

If Resident is under 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/Guardian's Signature: _____ Date: _____

Printed Name: _____ Legal Relationship to Resident _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Parent/Guardian's Personal Cell Phone: (_____) _____ Home/Other Phone: (_____) _____

Parent/Guardian's Personal Email: _____