WESTERN MICHIGAN UNIVERSITY
RESIDENTIAL HOUSING CONTRACT

Residence Hall & Dining Services

THIS WESTERN MICHIGAN UNIVERSITY RESIDENTIAL HOUSING CONTRACT (hereinafter the "Contract") is by and between the Board of Trustees of Western Michigan University, hereinafter called "the University", and [[Profile..Full_Name]] (hereinafter "You/Your") and contains the terms and conditions that will govern Your housing in a residential complex, building, unit, room, bedroom, bedspace, and/or bathspace (hereinafter the "Space") owned and managed by Western Michigan University.

This Contract constitutes a contractual license to occupy and use the Space. Nothing in this Contract creates a landlord-tenant relationship between the University and You and this Contract does not grant to You nor does it transfer to You any interest in land. Housing is not open to the general public for residency but is available solely and exclusively to eligible students as determined by the University.

Notices which may be required under this Contract or under the laws of the State of Michigan shall be given to the University at the Western Michigan University Residence Life Office, 1903 W Michigan Ave, Kalamazoo, MI 49008-5312.

Term
Contract Term: Fall Semester 2017 (Sept 1, 10am – Dec 16, 7pm) and Spring Semester 2018 (Jan 6, 10am – Apr 27, 7pm)
Dates of this Contract are subject to change based on the University calendar.

Rates and Fees
In signing this Contract, You agree to pay in accordance with the terms and conditions of the Contract. You agree to pay to the University the amounts set by the WMU Board of Trustees for Room and Board (see www.wmich.edu/housing/info/rates and www.wmich.edu/housing/apartment-rates). Payments will be made to Western Michigan University Cashiering Office, 1903 W. Michigan Ave, Kalamazoo, MI 49008-5282 or by logging in to GoWMU. Questions concerning the status of Your payments should be directed to: Bronco Express, Bernhard Center, (269) 387-6000.

The entire semester payment is due one week before the start of the semester for Fall semester. The entire semester payment is due the first day of the semester for Spring, Summer I, and Summer II. The University payment plan details are located at www.wmich.edu/accounts-receivable.

All rates, charges and other fees in this Contract will be added to Your University account. Your student account at the University will reflect any unpaid amounts under this Contract and You will not be able to receive an official transcript from the Registrar's office in the event an unpaid balance exists. By signing this Contract, You hereby understand that if You do not pay according to the terms in this contract, Your account may also be referred to a Collection Agency for further action. You agree to reimburse WMU the fees of any collection agency, which may be based on a percentage at a maximum of 39% of the debt, and all costs and expenses, including reasonable attorney's fees, the University incurs in our collection effort. Your account will also be reported as delinquent on your credit report with the major credit bureaus.

In the event You cancel this Contract, You will be responsible for paying the Contract Cancellation Fees in Schedule A. Enrolled and not enrolled status refers to a student's status during the terms of this Contract.

Dining Services
All Residence Hall and Dining Services Contracts must include a Dining Services on campus meal plan
except for students living in Garneau, Harvey and Henry halls. Living in Garneau, Harvey or Henry hall is dependent on the availability of spaces in these halls. You agree to the rules and regulations set by WMU Dining Services.

1. Your WMU Bronco ID card is valid for Dining Services as long as you participate in a dining plan.
2. Present Your WMU Bronco ID card to enter Dining Services. Your card may not be transferred to, or in the possession of, another person. If your card is transferred to another person (with or without your consent) it will be kept by the Dining Service checker or cashier and a $25.00 fine will be charged to the legal cardholder.
3. If your card is lost or stolen, call WMU Dining Services immediately at (269) 387-4844.
4. The dining centers are open at least 13 hours per day, Monday through Friday, and students may dine in any dining center at any time during open periods (Note: During the Summer sessions, Dining Services will post serving hours; the dining center will close between meal periods). Services are consolidated on the weekends to two dining centers, each serving a full hot food menu.
5. Draper Dining Service, located in the Draper/Siedschlag Residence Hall, does not offer full menu service, but consists solely of a Carryout Express, which is open 12 hours per day Monday through Friday. Full menu service is available at nearby Burnham Dining Service, Henry/Hoekje/Bigelow Dining Service or Bistro 3.
6. All meal plans include a beginning balance of Dining Dollars. Dining Dollars may be used at any Dining Service’s campus café or to purchase a guest meal in any residence hall dining center.
7. Students with food allergies or specialized dietary needs should contact the Dining Services Office or the registered dietitian prior to arrival to plan assistance with food selections and eating safely on campus. Specific situations requiring specialized food products should be brought to the attention of the Dining Services Director prior to submitting the contract.
8. Students may change their meal plan once per semester at the beginning of the semester. A charge or a credit associated with a meal plan change is based on a nightly prorated calculated amount for each meal plan.
9. The only circumstance in which a refund for missed meals will be considered will be due to an absence for personal illness for more than seven (7) days. Such requests are to be directed to the Director of WMU Dining Services, Room 161 Bernhard Center. The absence must be substantiated in writing, including an appropriate signature; i.e., a letter from a hospital administrator, personal physician, Director of WMU’s Health Center, etc. The refund will cover only the raw food cost of the meals missed after the seventh (7th) day.

Cancellation

1. You do not have the right to unilaterally cancel this Contract without consequence. Cancellation charges for unilateral cancellation by You are further defined in Schedule A. You may submit an ONLINE request to cancel this Contract using the Residence Life Housing Portal. The decision whether to allow cancellation shall rest in the discretion of the Director of Residence Life.
2. In the event You elect to move into off campus housing during the term of this Contract You remain responsible for all Contractual charges including room and board (if applicable) for the term of this Contract.
3. If You fail to properly check in by 5 p.m. on the 10th business day of this Contract and are not enrolled in the University, this Contract will automatically terminate, and the fees on Cancellation schedule A will be charged.
4. If the University requires that You move out during the Contract term, as a result of Your breach of this Contract, this Contract will terminate. Residence Life reserves the right to charge You the balance of the Contract charges.
5. If Your Contract is terminated by the University, based on Your behavior or conduct, You will be held responsible for any policy violations and completing any sanctions associated with those violations as listed in the Community Living Expectations (see http://www.wmich.edu/housing/info/policies) and/or the WMU Student Code (see http://www.wmich.edu/conduct/code). You will owe the balance of the Contract charges.
6. If You are academically dismissed, it is Your responsibility to cancel this Contract. You will be charged for the days that housing was occupied or keys issued to You for a Space, whichever is longer. No cancellation fees are charged. If You are dismissed, You are permitted to reside in the residence hall for not more than seven (7) days without written permission from the Director of Residence Life. If readmission is not granted, there will be a charge only for the dates of occupancy.
7. If You withdraw from the University during a semester You will be charged Contract rates through the official check out date, or the date of Your withdrawal (whichever is later).

Liabilities
1. If the University is unable for any reason to allow possession of housing at the time agreed, the University shall not be liable for damages caused by such failure to deliver possession nor shall this Contract be voidable for that reason; but, in this case, You shall not be liable for Contract fees until possession is delivered.
2. Should the premises be destroyed or damaged to prevent the use of the facilities, or should a strike, public emergency or riot, or other unforeseen occurrences beyond the control of the University prevent You from using the facilities, this Contract for housing shall immediately terminate and You shall be responsible for charges prorated to date of termination. The University shall not be liable for any expenses or damages or loss which You incur for relocation or inconvenience, due to such termination. If the destruction or damages to the facilities is a result of the negligent or willful acts of You, Your dependents, guests, or invitees, this Contract will continue until the end of the Contract term. You shall remain liable for all of the charges described in this Contract and for all of the costs and expenses incurred as a result of the casualty.
3. To the fullest extent permitted by law, the University, its employees and agents shall not be liable to You or to Your guests or invitees for any living expenses or damages, personal injury, death, inconvenience, loss or theft as to personal property, caused by the building or any part thereof becoming out of repair. The University shall not be liable for failure to furnish heat, gas, electricity, or telephone service; or from the bursting, leaking, overflowing, or backing up of water, gas sewer, or steam pipes; or damage caused by defective wiring. Furthermore, the University, its employees, and agents shall not be liable for theft, damages or injury resulting from You, or Your guests, invitees or trespassers, acts, errors, omissions, negligence or accidents.
4. You accept full responsibility and sole risk and liability for all loss, damage, and theft to any and all items and personal property brought on or about the premises, and for all personal injury and loss of life that occurs in or about the premises while You possess or have the right of possession of the premises, except for liability arising from the University’s Failure to perform, or for negligent performance of a duty imposed by law upon the University. You agree that the University is not liable for and shall indemnify and hold the University, its Board of Trustees, its President, Officers, Agents, Representatives and employees harmless from any and all claims, costs and liabilities, including attorney fees and court costs at both trial and appellate levels to the extent permitted by law, for all property loss, damage or theft, personal injury, and loss of life, which occurs in or about the premises while You possess or have the right of possession of the premises, except those relating to the University negligence or failure to perform duties imposed by law.
5. You recognize that you may appear in photographs, video tapes, recordings, motion pictures, and other records of the co-curricular activities or events in which you participate, and you consent to Western Michigan University using, at its discretion, such photographs, video tapes, motion pictures, recordings, and any other recordings in which you may appear, unless you inform the photographer that you do not wish to be filmed. You also understand that WMU cannot control filming between students.

Contract Termination, Modifications, Breach, Remedies
This Contract may be terminated, changed, modified or amended by the University for any of the following reasons. (Termination gives the University immediate right to possession of all Space covered by this Contract.)
1. When behavior requires inordinate attention from staff members, spacemates or community members.
2. When activities endanger Your health, safety or welfare, or the health, safety, and welfare of other residents.
3. When gross/disruptive behavior is present.
4. When student status at the University cease, regardless of reason.
5. When any of the University rules or the terms of the Contract have been breached or violated.
6. When You are in arrears in payment of fees or ceases to abide by any of the other provisions of this Contract.
7. When there is a violation of the Community Living Expectations, the WMU Student Code, or abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review, legal and/or
replacement fees as deemed appropriate by the University officials. You may also be subject to disciplinary action due to the misconduct of Your guests. Residence Life and the Office of Student Conduct reserves the right to move a student to another Space, or remove the student from the University housing if it is in the best interest of the student or other students of the University.

8. If it comes to the attention of the University that an individual required by law to register as a sex offender applies to reside, or is currently staying, in a University-owned residence hall or apartment, the Dean of Students or her/his designee will convene a University housing review committee to determine if the individual will be allowed to reside or continue to stay in the University housing.

9. If the University considers it necessary to close an area of a building, Your Space and/or hall assignment may change. This could occur anytime that the University’s analysis of housing indicates such a closing would be in the best interest of the University. Dates of this Contract are subject to change based on university calendar changes or university commitments. These actions shall not be deemed a breach of this Contract by the University.

Terms and Conditions

ELIGIBILITY: The WMU Residence Halls are available to any WMU student currently enrolled for at least one credit hour per semester. Failure to maintain the required enrollment, for any reason, will result in the termination of this Contract. Refunds, if any, will be given based on the policies in this Contract. Admission to the University does not guarantee a residence hall assignment and submitting a request does not guarantee housing will be available. Likewise, receiving an assignment is not an indication You have been admitted to the University. Contact the WMU Admissions Office to determine Your admission status (269-387-2000). If You have a “collection” status from the past, You are required to pay the full housing and dining charges prior to being accepted for a subsequent assignment.

ASSIGNMENT: The University reserves the right to reassign and move You or any other occupant to another on-campus housing location or remove You or any other occupant from the Space if, in the good faith judgment of the University, it is in the best interest of You, any other occupant or student, other students of the University, and/or the University itself. Residence Life will assign students based on the date a signed Contract is received, as well as hall preferences. Some halls have various room configurations such as triples or quads. Residence Life will make room assignments based on availability.

SPACE UTILIZATION: In the event a bedsapce in a housing option is vacated, for any reason, during the term of this Contract, the University may assign a new co-occupant to the vacant bedsapce.

RULES OF CONDUCT: As an occupant and student, You must comply with all the University rules and regulations including the WMU Student Code, Community Living Expectations, and the rules of the Office of Information Technology regarding acceptable use. The OIT rules may be found at: http://www.wmich.edu/it/policies. In addition, You must comply with all federal, state and local laws and regulations. When there is a violation or abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by the University officials. You may also be subject to disciplinary action due to the misconduct of Your guests.

COMPUTER ACCESS: Wireless Internet access is available in the student spaces. All spaces are connected to ResNet, the high speed residential computing network at WMU. There is a charge of $80 per occupant per semester for Fall and Spring (total $160 per occupant) and $40 per occupant per semester for Summer I and Summer II (total $80 per occupant) for ResNet. This charge is in addition to Your Contract rate and is billed to each occupant's University student account. Visit the ResNet Web site: http://www.wmich.edu/it/resnet for information on connecting Your computer to the network. All the University policies and procedures apply to the use of ResNet and the University also enforces an Acceptable Use Policy and the Digital Millennium Copyright Act regarding the downloading or sharing of copyrighted movies, music and other digital content. Use of ResNet in violation of any University policy or procedure may result in Student Conduct charges and termination of this Contract. Routers, wireless access points and combo routers/access points may not be connected to ResNet.
KEYS AND LOCKS: You shall be responsible for Your Space key, Your mailbox key (if applicable) and Your security key. You agree to present a like number of keys to the University at expiration or termination of this Contract. If You lose keys, You agree to pay all key/core and lock replacement costs. The lock will be changed, and a fee equal to the replacement costs assessed, if all keys are not returned. No locks shall be removed, changed or added by You and the University shall retain a pass key.

WMU BRONCO CARD: Your Bronco Card will be activated to act as a swipe card to open applicable entry doors in the building. It is Your responsibility to maintain the security of Your Bronco Card and Your facility at all times. In the event You lose Your Bronco Card, You should immediately notify housing staff and/or Public Safety. Housing staff may include Your Resident Advisor, Your Hall Director, Your Graduate Assistant Hall Director, Your Resident Manager, and/or the Office of Residence Life. A replacement fee will be charged for the replacement of a lost swipe card.

UTILITIES: The University agrees to provide all utilities listed below without expense to You. Occasionally, internet and utility service to the Space may be interrupted. Interruption or failure of any utility service maintained in the building in which You are located shall not entitle You to any claim against the University or to any reduction in payment, and shall not constitute removal unless the University shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay. You shall not waste or permit any waste of water, gas, or electricity, and agree to properly use and care for water, gas, electrical fixtures, and appliances. In no event will the existing jack/s be moved or additional jacks added to the Space. Please consult the Community Living Expectations guide. Additional appliances are subject to approval by Residence Life. Utilities are the collective responsibility of all residents of a given Space. During the term of this Contract, You are responsible for the cost of any utilities not included in Your rate before such bills become delinquent.

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<tr>
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<th>Recycling</th>
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✓ = University provided service  * = University provides local service only

INVENTORY: The premises and all of the furnishings therein are accepted by You as in good condition, provided, however, that if You shall find any item or part thereof which is not in good condition or that any item set forth in the Inventory Checklist supplied to You is incorrect in any particular way, written notice of same shall be delivered to the University as set forth in this paragraph. You shall receive a Space inventory checklist. The University and You specifically agree that this form is to be completed by You and returned to the Western Michigan University Residence Life Office within seven (7) days after assuming occupancy. The check-out inventory inspection will take place at vacate time and You are responsible for arranging an appointment for this inspection.

UNIVERSITY ACCESS RIGHTS: The University reserves the right to enter and access the Space for maintenance, safety, renovation, repair, and emergency purposes. To the extent reasonable, feasible and possible the University will notify You in advance of any access and shall, to the extent reasonably possible, ensure that University access does not materially interfere with the rights granted to You under this Contract.

ALTERATIONS: You may not modify the physical property or attributes of the Space. You agree to promptly pay all replacement and repair costs upon invoice by the University. Any amount not paid by You shall
become a lien on Your University account and may jeopardize Your student status. You shall not remove any of the furnishings and fixtures belonging to the University.

**DAMAGES TO PREMISES:** You are responsible for damages to Your Contracted Space, including beds, bathrooms, and common areas, and furnishings that exceed normal wear and tear. You, along with co-occupants, are responsible for damages to the common spaces in the complex that exceed normal wear and tear. With regard to furnishings in the common spaces, You and Your co-occupants are all equally responsible for damage to the furnishings that exceed normal wear and tear. You must report any damage to Your Space or any repairs or upkeep that is required to housing staff or through Bronco-Fix-It. Housing staff may include Your Resident Advisor, Your Hall Director, Your Graduate Assistant Hall Director, Your Resident Manager, and/or the Office of Residence Life.

**RESPONSIBILITY FOR REPAIRS:** You shall not suffer or commit any waste in or about said premises, nor the building of which they are a part. You shall report immediately any loss or damage of fixtures and furnishings. All replacement and repairs shall be made by the University, and those resulting from carelessness, misconduct, or negligence will be made at the expense of You. You agree to promptly pay all replacement and repair costs upon invoice by the University. Any amount not paid by You shall become a lien on Your University account and may jeopardize Your student status.

**CLEANLINESS AND SANITATION:** You shall be responsible for cleanliness and orderliness of Your Space and surrounding area. You shall comply with all applicable laws, Community Living Expectations, WMU Student Code, and appropriate health codes or standards. Your garbage, trash, recycling and other waste must be deposited in the designated dumpster locations.

**ABANDONED PROPERTY:** In the event this Contract expires or is terminated, or in the event You are removed from or abandon the Space, You are responsible for removing all Your property from the Space prior to the expiration or termination, removal or abandonment. The University may dispose of any property left unclaimed by You 30 days after termination or expiration of this agreement or after Your removal from or abandonment of the Space. You agree to release the University from any and all liability and to hold the University harmless for any loss, theft, or destruction of such abandoned property.

**INSURANCE:** The University is not responsible for the theft, loss, damage to, or destruction of personal property in the Space. You are advised to protect yourself against possible loss by securing an appropriate personal injury liability and property insurance policy.

**USE OF PUBLIC AREAS:** The entries, landings, stairways, hallways, and other public areas shall not be obstructed by You or Your guests, nor used for any other purpose than ingress to or egress from the premises.

**ACCIDENTS:** To the fullest extent permissible by law, You accept full responsibility and risk for any accidents or injuries that may occur to guests on or about the premises.

**DISTURBANCES:** While You comply with all the provisions of this Contract, You shall be entitled to the quiet use and enjoyment of the premises Contracted to You hereunder. No activities shall be permitted upon the premises by You which are contrary to the laws of the State of Michigan, or of the United States of America, or contrary to the ordinances of the City of Kalamazoo. You agree to use and occupy the premises in a manner consistent with Your rights and the University, and shall not permit any prolonged or excessive noise or disturbance, which interferes with the rights, comforts, or convenience of other residents. You may also be subject to disciplinary actions due to the misconduct of Your guests.

**ANIMALS OR PETS:** No animals or pets of any kind are allowed on the premises at any time. This restriction is for safety and health reasons. The Community Living Expectations do allow fish. Comfort and/or service animal accommodations must be made through Disability Student Services. The University can inspect a Space, without prior notice, when pets are suspected. Residents who violate this provision will be required to vacate their Space and are subject to have the Contract immediately terminated by the
University. The University also retains the option to remove pets and animals and make arrangements for their keeping elsewhere at Your expense.

PARKING AND DRIVING: You agree to abide by the University Parking and Traffic Regulations and ordinances as they may be amended from time to time. Motor vehicles must be properly registered with the Department of Public Safety. Motor vehicles shall be parked only in the area provided for this purpose. Visitors must use a Visitor Parking Permit which can be purchased through Parking Services. You agree the University shall not be liable for any damage, theft, or loss to any vehicles owned or operated by You and Your guests. Motor-driven vehicles, oil or gasoline may not be stored in the Space or premises. During periods of snow removal, painting, resurfacing, athletic events, etc., and upon 24-hour notice, You shall remove Your vehicle(s) from the area parking lots to other designated lots until such time as Your lot is reopened. A fee will be assessed to vehicle owners who fail to comply. The fee will be equal to the cost of having the vehicle moved by the University.

MODIFICATIONS: This Contract constitutes the entire agreement between You and the University relative to Your housing and, except as described in the Contract, can be modified only in writing signed by both You and the University. No modifications to the Contract or to any collateral agreement between the University and You shall be binding upon the University or You unless agreed in writing by both parties, except as provided by state or federal law. If this Contract, or any of its provisions are modified, or new provisions added, said changes shall not be considered a termination of this instrument which shall continue in full force and effect as so changed.

SEVERABILITY: Invalidation of any of the provisions contained herein by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect. One or more waivers of any covenant, condition, obligation, rule or regulation on the part of the University shall not be construed as a waiver of further breach of same.

TOBACCO PRODUCTS: The use of tobacco products is only permitted in enclosed personal vehicles. The use of tobacco products is not permitted indoors or outdoors on any University property. Tobacco products are defined to include the following: cigarettes, electronic-cigarettes, cigars, bidis, snuff, snus, water pipes, pipes, hookahs, chew and any other non-combustible tobacco products.

PEST CONTROL: The University has a contract with a professional pest control company. The presence of pests will be addressed as necessary through the University’s pest control professionals. The occupants of the Space must comply with the instructions of the pest control professional to prevent the re-occurrence of the presence of pests. In the event the occupants of the Space fail to adhere to those instructions and the presence of pests re-occurs, then the occupants of the Space will be responsible for the cost of pest control. Your Space has been checked and deemed free of bed bugs by a certified canine bed bug dog. If bed bugs appear in Your Space, You may incur the cost of the heat treatment which will be charged to Your University account.

Miscellaneous Provisions
1. The headings are used for reference purposes only and do not limit the content of this Contract.
2. It is the policy of Western Michigan University not to discriminate in its educational programs, activities, admission, employment or housing policies on the basis of race, sex, sexual orientation, age, color, national origin, religion or handicap.
3. This Contract shall be governed by Michigan law.
4. You may share use of a mailbox with Your co-occupants. You may not allow anyone else access to or use of the mailbox.
5. If any portion of this Contract is ruled to be unenforceable by a court or agency of competent jurisdiction it shall not affect the enforceability of the remaining clauses and paragraphs of this Contract.
6. I authorize Western Michigan University, and their respective agent and Contractors to contact me regarding matters that involve me and the University, at the current or any future telephone number that I provide for my home telephone, my cellular telephone or other wireless device using automated dialing
equipment or artificial or prerecorded voice or text message.

7. The word “You/Your” and “resident” in this Contract shall be construed to mean either singular or plural, masculine or feminine. “University” shall be construed to mean Western Michigan University, its Board of Trustees, president, officers, employees, agents and representatives. The Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators’ successors, legal representatives and assigns.

I hereby acknowledge that I have read, understand and agree to the terms of this Contract, including the Contract Details and Schedule A, and that the information stated on my application is correct. I understand that if I am living on campus in the fall, this Contract is for a full academic year (fall and spring semesters) unless I am graduating, student teaching or studying abroad spring semester. I am responsible for knowing, making myself aware of and complying with the Housing and Dining Service Contract Details, Schedule A, Community Living Expectations and the WMU Student Code, which are incorporated into this Contract by reference, and for complying with all City, State and Federal laws. I agree to be responsible for all Contract fees set by the WMU Board of Trustees and for any penalties incurred for cancellation of the Residence Hall and Dining Services Contract.

Your Printed Name: [Profile..Full_Name]
Date: [Feature..Current_Date]
Signature (WIN): [Profile..University_ID]

The Board of Trustees of Western Michigan University By:

Steve Palmer
Director of Residence Life
Schedule A

Enrolled and not enrolled status refers to a student’s status during the terms of this Contract. Penalties apply even if the Contract is signed after the initial due date.

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