

**WESTERN MICHIGAN UNIVERSITY
RESIDENTIAL HOUSING LICENSE AGREEMENT**

WMU Apartments

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT MAY BE SUBJECT TO THE MICHIGAN TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS WESTERN MICHIGAN UNIVERSITY RESIDENTIAL HOUSING LICENSE AGREEMENT (the "Agreement") is by and between the Board of Trustees of Western Michigan University, ("the University"), and <RESIDENT NAME> (You/Your) and contains the terms and conditions that will govern Your right to a limited license, during the Term, to occupy housing in a residential complex, building, unit, room, bedroom, bed space, and/or bath space (Space) owned, operated, and/or managed by Western Michigan University.

A. Identification of Occupants

Only You and approved, non-WMU-affiliated individuals as indicated in the application specific to this license agreement may reside in the Space. By signing this Agreement, you are confirming that You are an Eligible Student, as defined and determined by the University.

B. Space Description

DESCRIPTION OF PREMISES: The University hereby licenses to You, and You license from the University the premises, known as <BUILDING ADDRESS>. Unit and bedspace: <BED SPACE>.

This Space is a <ROOM TYPE>.

C. Term

Your Agreement will begin on <START DATE>. Your Agreement will end <END DATE>. The University, in its sole discretion, may change the dates of this Contract based on the University calendar.

D. Rates and Fees

1. You are responsible for all housing fees set by the WMU Board of Trustees and for any penalties incurred for cancellation of this License. You will follow the process for making payments as set by the Western Michigan University Cashiering Office.
2. The entire semester payment is due one week prior to the start of each semester. You may be eligible to participate in a University payment plan.
3. Your Agreement rate is based on the corresponding monthly license rate on the schedule shown below for a <ROOM TYPE>.

Unit Type	Rate	Unit Type	Rate
Goldsworth - 2 BR Fur	\$876	Goldsworth - 2 BR Unf	\$796
Goldsworth - 1 BR Fur	\$730	Goldsworth - 1 BR Unf	\$690
Stadium - 2 BR Fur	\$916	Stadium - 2 BR Unf	\$836

4. In the event the Term of this Agreement includes a portion of a calendar month, but not the full calendar month, You will be charged the resulting, pro-rated nightly Agreement Rate for that month, determined by dividing the monthly Agreement Rate by the number of days in the month.
5. NON-REFUNDABLE CLEANING FEE \$150 PER UNIT: A non-Refundable Cleaning Fee will be assessed

for each Unit. When applicable, You will be assessed a cleaning fee each time You move to a new Unit during the term of this contract. This non-refundable cleaning fee is NOT a security deposit. This fee will be used only to defray the actual costs of cleaning Your Space. This fee is not intended for and will not be used to repair damage to the Space beyond normal wear and tear. The University specifically reserves the right to hold You financially accountable for any damage to the Space that exceeds normal wear and tear. Furthermore, this fee does not relieve You of the obligation to keep the Unit in a sanitary condition as required in the CLEANLINESS AND SANITATION section in F. Your Rights & Responsibilities and to leave the Unit in as good a condition as when You took occupancy.

6. All rates, charges and other fees in this Agreement will be added to Your University account, which will also reflect any unpaid amounts under this Agreement. Account balances that are 30 days or more past due will be assessed a service charges of 1.5% per month (18% annually) on approximately the 15th of each month. Service charges will assess monthly on any past due balance until the account is paid in full. Service charges cease when an account is placed with a third party for collection.
7. If You do not pay according to the terms in this Agreement, the University will place a hold on Your student account, which will prevent You from registering for classes, obtaining/releasing Your transcript, or receiving Your diploma.
8. The University may also refer past-due accounts 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 of Your debt, up to a maximum of 39%. You are also responsible for all costs and expenses, including reasonable attorney's fees, the University incurs in attempting to collect on Your debt. If referred for debt collection, Your account will be reported to the major credit bureaus as delinquent.

E. Contract Cancellation, Termination, Modification, Breach, Remedies

1. **ELIGIBILITY:** If You fail to maintain University eligibility, as identified below, this Agreement shall terminate and You shall immediately vacate the space.
 - a. **Fall & Spring Semesters:** You must be enrolled and complete a minimum of one credit hour.
 - b. **Summer I Session:** New residents must be enrolled a minimum of one credit hour. There is no minimum credit requirement for current residents.
 - c. **Summer II Session:** Current residents must be enrolled a minimum of one credit or have completed a renewal for the following academic year.
2. Admission to the University does not guarantee housing. If you are in arrears (past due) with the University, You may be prohibited from receiving or keeping a housing assignment. You may be required to pay the full housing charges prior to being accepted for a subsequent assignment.
3. You do not have the right to unilaterally cancel this Agreement. If You cancel this Agreement, You will be responsible for paying the Agreement Cancellation Fees set forth in Schedule A. Cancellation requests will only be processed through the online Residence Life Housing Portal. The Director of Residence Life, in consultation with other University offices as necessary, has sole discretion whether to allow cancellation.
4. If You elect to move into off-campus housing during the term of this Agreement, You remain responsible for all charges remaining under the terms of this Agreement.
5. If You graduate from the University during the Agreement term, you must submit an online cancellation request at least 30 days prior to your graduation date. If you do not notify Residence Life 30 days in advance of graduation, You will be subject to a fee of one month's rent after your move out date.
6. If You fail to properly check in and enroll as a student by 5 p.m. on the tenth business day from the effective date of this Agreement, the Agreement will automatically terminate. You will be charged cancellation fees as set forth in schedule A.
7. If You breach this Agreement, this Agreement will terminate, and You will move out of the Space. Residence Life reserves the right to charge You the balance of the Agreement fees and expenses.
8. If the University terminates this Agreement based on Your behavior or conduct, You will be subject to discipline and sanctions as set forth in the Community Living Expectations Policy Expectations Book (CLE) and/or the WMU Student Code. If the University terminates this contract under either, You will owe the balance of the Agreement fees and expenses. You may also be subject to prosecution, judicial review, legal and/or replacement fees as deemed appropriate by the University officials.
9. If You are academically dismissed, You must cancel this Agreement. You will be charged for the days that

housing was occupied or during which keys were issued to You for a Space, whichever is longer. You will not be charged a cancellation fee if the Agreement is terminated due to Your academic dismissal. Upon dismissal, there will be a charge only for the dates of occupancy.

10. If You withdraw from the University prior to the end of the Agreement Term, You will be charged the Agreement rates until both of the following have occurred: 1) You have dropped or withdrawn from Your classes; and 2) You have officially checked out of the Space.
11. If this Agreement is Terminated for any reason, the University has the immediate right to possess all Space covered by this Agreement.
12. If you no longer reside in the Space, You must remove all of Your property from the Space prior to Your last date of residence.
13. Under Michigan law, YOU MUST NOTIFY THE UNIVERSITY IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE THE UNIVERSITY SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.
14. The University may terminate, change, modify or amend this Agreement for any of the following reasons:
 - a. Your behavior requires inordinate attention from staff members, Space mates, or community members;
 - b. Your activities endanger Your health, safety or welfare, or the health, safety, or welfare of other residents;
 - c. You exhibit disruptive behavior;
 - d. You are past due in payment of tuition, room, board, or fees; or
 - e. You have violated federal, state, or local law; the CLE; the WMU Student Code; or any other University policy or procedure.

F. University Rights and Responsibilities

1. **POSSESSION OF SPACE:** If the University is unable for any reason to allow access to the Space at the time agreed, the University shall not be liable for damages caused by such failure. Nor shall this Agreement be voidable for that reason. In such a circumstance, You will not be liable for Agreement fees until you have access to the Space.
2. **ASSIGNMENT:** The University may reassign and move You to another on-campus housing location or remove You from the Space if, in the good faith judgment of the University, it is in the best interests of the University. If the University closes an area of Your building, Your Space and/or building assignment may change.
3. **UTILITIES:** The University will provide the following utilities: electricity, gas, water, trash, recycling, cable TV.
4. **UTILITY INTERRUPTION:** Occasional interruption or failure of any utility service, including internet, maintained in the building in which Your Space is located shall not entitle You to any claim against the University or to any reduction in payment. Temporary interruption or failure does not constitute removal of utilities unless the University fails to take reasonable measures to restore the service without undue delay.
5. 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. If You desire telephone service, You shall contract with the University's Office of Information Technology for same and pay the University for such use and service. In no event will the existing jack(s) be moved or additional jacks added to the Space. Utilities are the collective responsibility of all residents of a given Space. During the term of this Agreement, You are responsible for the cost of any utilities not included in Your rate before such bills become delinquent.
6. **UTILITY LIABILITY:** The University shall not be liable for damages as a result of failing to furnish heat, gas, electricity, or telephone service; from the bursting, leaking, overflowing, or backing up of water, gas, sewer, or steam pipes; or damage caused by defective wiring.
7. **UNIVERSITY ACCESS RIGHTS:** The University reserves the right to enter and access the Space for maintenance, safety, renovation, repair, emergency purposes, or if it suspects illegal activity. To the extent reasonable, feasible, and possible, the University will notify You in advance of any access and ensure that University access does not materially interfere with You rights under this Agreement.
8. **CRIMINAL HISTORY:** If You are required by law to register as a sex offender, the Dean of Students or their

designee will convene a university housing review committee to determine if You will be allowed to reside or remain in university housing.

9. UNIVERSITY COMMUNICATIONS: You may appear in photographs, video tapes, recordings, motion pictures, and other records of the activities or events in which you participate while in the Space. You consent to Western Michigan University using, at its discretion, such photographs, videos, or 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.
10. ABANDONED PROPERTY: The University may dispose of any of Your unclaimed property 30 days after Your last date of residence. 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.

G. Your Rights and Responsibilities

1. RULES OF CONDUCT: You agree to follow all University rules, policies and procedures, to include the WMU Student Code, the CLE, University Parking and Traffic Regulations, and the rules of the Office of Information Technology regarding acceptable computing resources; as well as all federal, state and local laws and regulations. Your failure to follow any of the above could result in student conduct discipline and/or the termination of this Agreement.
2. PARKING: You agree to abide by the University Parking and Traffic Regulations and ordinances. You are responsible for all charges associated with parking on campus.
3. KEYS AND LOCKS: You are responsible for Your Space key, Your mailbox key (if applicable), and Your security key. You will return any University keys at expiration or termination of this Agreement. If You lose keys, You will pay all key/core lock change or replacement costs. You may not remove, change or add any locks. The University will retain a pass key.
4. COMPUTER ACCESS: You will be charged \$80 per Fall and Spring semester (total \$160) and \$40 per occupant per semester for Summer I and Summer II (total \$80) for ResNet. Use of the University's computing network in violation of any University policy or procedure may result in termination of this Agreement, this includes connecting unauthorized routers, wireless access points, or combo routers/access points to the University's network.
5. CLEANLINESS AND SANITATION: You shall be responsible for cleanliness and orderliness of Your Space and surrounding area including, but not limited to, hallways, bathrooms, and common areas. You will deposit Your garbage, trash, recycling and other waste in the designated dumpster locations. You are responsible for any required repair or cleaning due to Your bodily fluids or waste being outside of designated or appropriate receptacles.
6. DISTURBANCES: You are entitled to the quiet use and enjoyment of the Space and adjoining premises. You will not interfere with others' rights of quiet use and enjoyment of the Space. The University does not permit prolonged or excessive noise or disturbance that interferes with the rights, comforts, or convenience of other residents.
7. USE OF PUBLIC AREAS: You shall not obstruct, or use for any purpose other than ingress or egress, the entries, landings, stairways, hallways, or other public areas.
8. RESPONSIBILITY FOR REPAIRS: The University will replace and/or repair fixtures and furnishings. You must report any loss of or 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 Apartment Complex Coordinator, Your Resident Manager and/or the Office of Residence Life.
9. DAMAGES TO PREMISES: You are responsible for damages to Your Space that exceed normal wear and tear, including bed space, bathroom, common areas, and furnishings. You 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 equally responsible for damage to the furnishings that exceed normal wear and tear. Upon invoice by the University, You will pay for the costs of any repairs for loss or damage due to Your carelessness, misconduct, or negligence. Any amount You fail to pay shall become a lien on Your University account and may jeopardize Your student status.
10. SPACE INSPECTION: After You check in to the Space, You will receive access to an online Inspection Checklist. Unless you identify any item or part thereof in the Space as not in good condition, misidentified or incorrect in any way on the Inspection Checklist, You will be presumed to have accepted the premises and all

of the furnishings therein as in good condition. You and the University specifically agree that You will complete this Inspection Checklist and submit it online to the Western Michigan University Residence Life Office within seven days after assuming occupancy. The check-out inspection will take place at vacate time, and You are responsible for arranging an appointment for this inspection.

11. ALTERATIONS: You may not modify the physical property or attributes of the Space. You shall not remove any of the furnishings or fixtures belonging to the University.
12. MAILBOX USE: You may share use of a mailbox with Your co-occupants. You may not allow anyone else access to or use of the mailbox.
13. You may only use appliances as set forth in the CLE guide. Additional appliances must be approved, in writing, by Residence Life.
14. PEST AND BED BUG CONTROL: If pests are found in Your Space, You must comply with instructions of any University-contracted pest control professional to prevent the re-occurrence of pests. If You fail to follow those instructions and the pests return, You will be responsible for the cost of any additional pest control. Prior to Your occupancy, Your Space was checked and deemed free of bed bugs by a certified canine bed bug dog. If bed bugs appear in Your Space, and the University determines you are at fault, You will pay the cost of the heat treatment to remove the bed bugs. If bed bugs appear in Your Space, and the University is unable to determine who is at fault, You will pay for a portion of the cost of heat treatment divided evenly among You and Your roommates, as applicable.
15. ALCOHOL, DRUGS, TOBACCO PRODUCTS: You will not have or use tobacco or tobacco products in the Space. Tobacco and tobacco products are defined in the Student Code and CLE. PURSUANT TO FEDERAL LAW, YOU SHALL NOT USE, POSSESS, EXCHANGE, MANUFACTURE, OR DISTRIBUTE MARIJUANA, MEDICINAL OR RECREATIONAL, ANYWHERE ON UNIVERSITY PROPERTY. You may not have marijuana-related paraphernalia in the Space. You will not use, possess, exchange, manufacture, or distribute heroin, narcotics, or other controlled substances or paraphernalia in the Space. You may not possess or consume alcohol unless you are 21 years of age or older. You may not have empty alcohol containers as decorations unless you are 21 years of age or older. Regardless of age, you may not have open alcohol in public areas.
16. ANIMALS OR PETS: You may not have any animals or pets in the Space at any time, unless as otherwise stated in the CLE. Assistance animal accommodations, to include Emotional Support Animals, must be made through Disability Student Services (DSS). Once the need for an assistance animal is approved through DSS, Residence Life must approve all Emotional Support Animals before the animal may move in. The University may inspect a Space without prior notice when prohibited pets are suspected. The University may immediately initiate a conduct proceeding or terminate this Agreement if unapproved animals are found in the Space. The University may remove pets and animals and make arrangements for their keeping elsewhere at Your expense.
17. Your failure to vacate the Space upon expiration of termination of this Agreement shall not constitute a waiver of the Agreement provisions, except that the University will charge a fee of \$50.00 for each day, in lieu of monthly rent charge, or any portion thereof after this date, until such time as You have officially vacated the Space. A Space will not be deemed to be vacated until You return the keys to the Residence Life Office.
18. FLAMMABLE MATERIALS: You shall not store combustible or flammable materials in the Space or do anything that will increase the fire risk or conflict with local or state fire rules and ordinances. The University provides smoke detectors and fire extinguishers for their safety. You must immediately report any malfunctioning fire equipment of the University for repair or replacement. No tampering with the fire equipment will be tolerated. A \$50 fine will be assessed for tampering with or dismantling fire safety equipment.
19. EXCLUSION OF DINING SERVICES: This Contract does not include dining services or privileges. Use of the University dining services must be purchased separately.

H. Risk of Loss

1. Should the Space be destroyed or damaged to prevent its use, or should a strike, public emergency or riot, or other unforeseen occurrence beyond the control of the University prevent You from using the Space, this Agreement shall immediately terminate, and You shall be responsible for charges prorated to date of

termination. The University shall not be liable for any expense, damage, or loss that You incur for relocation or inconvenience due to such termination. If the destruction or damage to the Space is a result of Your negligent or willful acts, You are financially responsible for the full term of the Agreement plus the costs of repairing or replacing the facilities you destroyed or damaged.

2. You accept full responsibility and sole risk and liability for all living expenses, loss, damage, or theft to any and all items and personal property brought onto or about the Space. You are responsible for all personal injury or loss of life that occurs in or about the Space during the term of the Agreement, except for liability arising from the University's negligent performance of or failure to perform a duty imposed by law upon the University. You agree that the University is not liable for, and You 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 all attorney fees and court costs to the extent permitted by law, for all property loss, damage or theft, personal injury, or loss of life, which occurs in or about the Space.
3. You have been advised to protect yourself against possible loss by securing an appropriate personal injury liability and property insurance policy.
4. To the fullest extent permissible by law, You accept full responsibility and risk for any accidents or injuries You may incur in or around the Space or on or about the premises.

I. Joint and Several Liability

IF ONE OR MORE PERSONS SIGN THIS AGREEMENT AS YOU, THEIR LIABILITY FOR ANY BREACH OF THIS AGREEMENT, WITHOUT REGARD TO WHICH PERSON CAUSED THE BREACH, SHALL BE JOINT AND SEVERAL. JOINT AND SEVERAL LIABILITY IS NOT DIVIDED EQUALLY AMONG ALL PERSONS SIGNING THIS AGREEMENT. AMONG OTHER REMEDIES, THE UNIVERSITY MAY SEEK TO COLLECT THE ENTIRE BALANCE OF UNPAID HOUSING CHARGES FROM ANY ONE PERSON SIGNING THIS AGREEMENT.

J. Miscellaneous Provisions

1. The headings are used for reference purposes only and do not limit the content of this Agreement.
2. LICENSE TO USE AND OCCUPY: This Agreement is a limited license to exclusive housing and use of the Space assigned to You, subject to the terms and conditions hereof. You are granted a limited, non-exclusive license to use in common with the co-occupants the common areas of the housing, including the living space, kitchen and other non-assigned spaces. You are also granted a limited, non-exclusive license to use the common areas of the Space with the other licensee. No Person other than authorized occupant of the Space may reside in any portion of housing. You may not transfer, assign, sublicense, lease, devise, sublet, or in any way sell, profit from, or generate revenue from Your occupancy of the Space. This Agreement does not grant or transfer any interest in land.
3. The University prohibits discrimination or harassment that violates the law or that constitutes inappropriate or unprofessional limitation of employment opportunity, University facility access, or participation in University activities, on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, protected disability, veteran status, height, weight, or marital status.
4. This Agreement shall be governed by Michigan law.
5. You authorize the University, its respective agents, or its contractors, to contact You using automated dialing equipment or artificial or prerecorded voice or text message regarding matters that involve You and the University at any telephone number that You provide.
6. The words "You/Your" and "Resident" in this Agreement 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. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators' successors, legal representatives and assigns.
7. Except as used in the Eligibility Section, the words "You/Your" include your co-occupants, any family members, guests, invitees, agents, or any other person you may have in the Space. You will be held responsible for their actions or behaviors. You may be subject to legal, disciplinary, or conduct procedures if any of those individuals violate any terms of this Agreement.

8. Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Any University waiver of any covenant, condition, obligation, rule or regulation of the University shall not be construed as a waiver or further breach of same.
9. This Agreement constitutes the entire agreement between You and the University relative to Your housing. No modifications to the Agreement or to any collateral agreement between the University and You shall be binding upon the University or You unless both parties agree in writing, except as provided by state or federal law or as provided in this Agreement. If the University modifies this Contract, or any of its provisions, said modifications shall not terminate this Contract, which shall continue in full force and effect as so changed.
10. Notices 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.

K. Signatures

You have been directed to read electronic versions of the following:

- i. The CLE;
- ii. Dining Services Policies and Procedures;
- iii. Parking Services Policies and Procedures;
- iv. Student Code;
- v. Office of Internet and Technology rules and procedures, to include Acceptable Use Policies; and
- vi. Schedule A to this Contract.

By signing this Agreement, you acknowledge that the University has informed You where to find the resources identified above and has informed You of Your duty to read, understand, and comply with those resources. Your failure to do so does not relieve You of any obligation under those resources or under this Agreement. You acknowledge that You have read, understand, have been given the opportunity to ask questions about, and agree to the terms of this Agreement and any referenced documents, to include Schedule A. You agree that the information stated on Your application is correct, that, if it is not, the University may terminate this Agreement, and that You may be subject to disciplinary action.

Your Printed Name: <RESIDENT NAME>

Date: <DATE>

Signature (WIN): <WIN>

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 Agreement. Penalties apply even if the Agreement is signed after the initial due date

Academic year (Fall and Spring Semesters)	Not Enrolled	Enrolled
Cancel through June 1	\$0	\$300
Cancel June 2 through July 31	\$100	\$400
Cancel August 1, through 5 p.m. of last business day before the start of Agreement	\$200	\$500
Failure to check in	\$400	Assessed the full amount of the Agreement term
Cancel after check in	Assessed prorated amount from start date through the effective cancellation or check out date, whichever is later	

Spring Semester Only Agreement	Not Enrolled	Enrolled
Cancel anytime up to 5 p.m. of last business day before the start of Agreement	\$100	\$250
Failure to check in	\$200	Assessed the full amount of the Agreement/term
Cancel after check in	Assessed prorated amount from start date through the effective cancellation or check out date, whichever is later	

Summer Session (Summer I & II)	Not Enrolled	Enrolled
Cancel anytime up to 5 p.m. of last business day before the start of Agreement	\$50	\$125
Failure to check in	\$100	Assessed the full amount of the Agreement/term
Cancel after check in	Assessed prorated amount from start date through the effective cancellation or check out date, whichever is later	