

**RESIDENTIAL HOUSING CONTRACT
WESTERN MICHIGAN UNIVERSITY
Arcadia Flats and Western View**

THIS WESTERN MICHIGAN UNIVERSITY RESIDENTIAL HOUSING CONTRACT (Contract) is by and between the Board of Trustees of Western Michigan University (University), and <RESIDENT NAME> (You/Your) and contains the terms and conditions that will govern Your 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.

This Contract is a license to occupy and use the Space. This Contract does not create a landlord-tenant relationship between You and the University. This Contract does not grant or transfer any interest in land. By signing this contract, you are confirming that you are an eligible student, as defined and determined by the University.

A. Space Description

DESCRIPTION OF PREMISES: The University hereby contracts to You, and You contract from the University the premises, known as <BUILDING ADDRESS>. Your Space is <BED SPACE>. This Space is in a <ROOM TYPE> unit.

B. Term

Your Contract will begin on <START DATE>. Your Contract will end <END DATE>. Dates of this Contract are subject to change based on the University calendar.

C. Rates and Fees

1. You agree to be responsible for all Contract fees set by the WMU Board of Trustees and for any penalties incurred for cancellation of the Residential Housing Contract for Arcadia Flats and Western View. You will follow the process for making payments as set by the Western Michigan University Cashiering Office.
2. Your Contract rate is based on your room type. Rates can be found on the WMU housing website for the corresponding academic sessions at <https://wmich.edu/housing/apartment-rates>. Rates for 2021-22 will be available in late spring 2021. Contracts covering the entire Summer II session will be responsible for 2020-21 rates for the Summer II session and 2021-22 rates for the rest of the Contract term. Your room type is <ROOMTYPE>. You agree to pay all rates for the applicable term posted at <https://wmich.edu/housing/apartment-rates>. The posted rates are hereby expressly incorporated into this Contract.
3. 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.
4. In the event the Term of this Contract includes a portion of a calendar month, but not the full calendar month, then the Contract Rate for that partial calendar month shall be reduced for that period based on the number of nights you occupied the space. The University will calculate that rate by dividing the Contract Rate by the number of days in the month, to establish the per night Contract Rate. You will be charged the resulting per night Contract Rate for each day You occupy Your Space.
5. All rates, charges and other fees in this Contract will be charged to Your University student account, which will also reflect any unpaid amounts under this Contract. Account balances that are 30 days or more past due will be assessed a service charge of 1.5% monthly (18% annually) on approximately the 15th of each month. Monthly service charges will be applied to 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.
6. If You do not pay according to the terms of this Contract, 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.
7. If past-due, the University may also refer Your account to a Collection Agency for further action. You agree to reimburse WMU for 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.
8. 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.
9. NON-REFUNDABLE CLEANING FEE \$150 PER SPACE: A non-refundable Cleaning Fee will be assessed for each Space. When applicable, You will be assessed a cleaning fee each time You move to a new Space 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 a Space at the beginning of this Contract. 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 Space in a sanitary condition as required in the CLEANLINESS AND SANITATION section in F. Your Rights & Responsibilities and to leave Space in as good a condition as when You took occupancy.

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

1. Unless otherwise set forth in this Contract, You will pay a cancellation charge if You unilaterally cancel this Contract. Cancellation charges are further defined in Schedule A. Cancellation requests will only be processed through the online Residence Life Housing Portal. The decision whether to allow cancellation shall rest in the discretion of the Director of Residence Life.
2. You must maintain student enrollment eligibility. The University may terminate this contract if you do not enroll for at least one credit hour per semester, regardless of reason. You must have earned a minimum total of 26 credit hours prior to the start of the Contract. Being in arrears (past due) with the University may prohibit You from receiving or keeping a housing assignment. If You maintain eligibility to live in the Space, but are no longer enrolled for at least one credit hour, You remain responsible for the terms of this contract. In the event You are not eligible to enroll for classes due to any reason as defined by the University, we retain the right to terminate this contract and You shall immediately vacate the Space.
3. In the event that You graduate from the University during the contract term, You must submit an online cancellation request at least 30 days prior to your graduation date. Failure to notify Residence Life 30 days in advance of your graduation date will result in a fee of one month's rent after your move-out date.
4. If you move into off-campus housing during the term of this Contract, You remain responsible for all Contractual charges remaining under the terms of this Contract.
5. If You fail to properly check in by 5 p.m. on the tenth business day from the effective date of this Contract and are not enrolled as a student in the University, this Contract will automatically terminate. You will be charged cancellation fees as set forth in Schedule A.
6. If You breach this Contract, this Contract will terminate and You will move out of the Space. In the case of Your breach, Residence Life reserves the right to charge You the balance of the Contracted fees and expenses.
7. If the University terminates this Contract based on Your behavior or conduct, You will be subject to discipline and sanctions as set forth in the Community Living Expectations Book (CLE) and/or the WMU Student Code. If the University terminates this contract under either, You will owe the balance of the Contract fees and expenses.
8. If You are academically dismissed, Your Contract will be cancelled. You will be charged for the days that You occupied the Space or during which keys were

issued to You for a Space, whichever is longer. You will not be charged a cancellation fee if the Contract is terminated due to Your academic dismissal. Upon dismissal, there will be a charge only for the dates of occupancy.

9. If this Contract is Terminated for any reason, the University has the right to immediately possess all Space covered by this Contract.
10. The University may terminate, change, modify or amend this Contract 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, and welfare of other residents;
 - c. You exhibit disruptive behavior;
 - d. You are past due in payment of tuition, rent, dining services or fees; or
 - e. You have violated the Community Living Expectations, the WMU Student Code, or any other University policy or procedure.
11. If You do not vacate the Space when this Contract expires or terminates, all terms of the Contract shall remain in full force and effect, except that you will pay an additional \$50.00 per day for each day, or any portion thereof, after the date of expiration or termination, during which you occupy the Space. A Space is deemed vacated only when You or Your designee return Your keys to the Residence Life Office.

E. University Rights and Responsibilities

1. POSSESSION OF SPACE: If the University is unable for any reason to allow possession of housing at the agreed-upon time, the University shall not be liable for damages caused by such failure. Nor shall this Contract be voidable for that reason. In such a circumstance, You will not be liable for Contract fees until the start date of the contract
2. ASSIGNMENT: The University may 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 the University. If the University closes an area of your building, Your Space assignment may change.
3. SPACE UTILIZATION: There may be no more than one occupant per bed space. In the event a bed space 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 bed space.
4. UTILITIES: The University will provide all utilities listed below without expense to You. Occasionally, internet and utility service to the Space may be interrupted. 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. 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. The University does not provide streaming services. 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.

Complex	Electricity	Gas	Water	Trash	Recycling	Telephone*
Arcadia Flats	X	X	X	X	X	
Western View			X	X	X	X

X = University provided service *University provides local service only

APPLICABLE TO WESTERN VIEW ONLY: Gas and electric will be metered per Unit and are provided by Consumers Energy. Residents must place Consumers Energy bills in one occupant's name one week prior to occupancy. This resident will be responsible for payment of the bill. Failure to pay or transfer a utility bill in a timely manner will constitute a violation of the Contract.

5. UTILITY INTERRUPTION: Occasional interruption or failure of any utility service 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.
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 any illegal activity. 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 Your rights under this Contract.
8. CRIMINAL HISTORY: If You disclose or if it comes to our attention that you have a criminal history or 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 or on campus. 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: If you no longer reside in the Space, You are responsible for removing all Your property from the Space prior to Your last day of residence. 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.

F. Your Rights & Responsibilities

1. LICENSE TO USE AND OCCUPY: By executing this Contract You are granted a license to exclusive housing and use of the Space assigned to You. You are licensed to use in common with the co-occupants the common areas of the Space, including the living space, kitchen and other non-assigned spaces. You are also licensed to use the common areas of the Space with the other occupants of housing. No other person other than authorized occupant of the Space may reside in any portion of housing. You may not transfer, lease, devise, sublet, or in any way sell, profit from, or generate revenue from Your occupancy of the Space.
2. 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 Contract.
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 Contract. 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. WMU BRONCO CARD: Your Bronco Card will be activated to act as a swipe card to open applicable entry doors in the building. You must maintain the security of Your Bronco Card and Your facility at all times. If you lose Your Bronco Card, You must 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, Your Apartment Complex Coordinator and/or the Office of Residence Life.
5. COMPUTER ACCESS: You will be charged \$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. Use of the University's computing network in violation of any University policy or procedure

may result in termination of this Contract, this includes connecting unauthorized routers, wireless access points, or combo routers/access points to the University's network.

6. **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. Your garbage, trash, recycling and other waste must be deposited 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.
7. **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 will not permit any prolonged or excessive noise or disturbance that interferes with the rights, comforts, or convenience of other residents.
8. **USE OF PUBLIC AREAS:** You shall not obstruct, or use for any purpose other than ingress or egress, the entries, landings, stairways, hallways, and other public areas.
9. **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 Apartments Complex Coordinator, Your Graduate Assistant, Your Resident Manager, and/or the Office of Residence Life.
10. **DAMAGES TO PREMISES:** You are responsible for damages to Your Space that exceed normal wear and tear, including bed space, bathroom, and common areas and furnishings. 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. 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.
11. **ALTERATIONS:** You may not modify the physical property or attributes of the Space. You shall not remove any of the furnishings and fixtures belonging to the University.
12. **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.
13. **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.
14. **PEST 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.
15. **BED BUG CONTROL:** At least annually, Your Space is 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 co-occupants, as applicable.
16. **ANIMALS OR PETS:** You may not have any animals or pets in the Space at any time, unless as otherwise stated in the Community Living Expectations. 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 Contract if unapproved animals are found in the Space.
17. **EXCLUSION OF DINING SERVICES:** This Contract does not include dining services or privileges. Use of the University dining services must be purchased separately.
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 Spaces with smoke detectors and fire extinguishers. 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. **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.

G. 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 Contract 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 will remain financially responsible for the full term of the contract 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 Contract, 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.

H. Miscellaneous Provisions

1. Headings are used for reference purposes only and do not limit the content of this Contract.
2. The University prohibits discrimination or harassment, which violates the law or which 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.
3. This Contract shall be governed by Michigan law.
4. 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.
5. The words "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.
6. The words "You/Your" include any family members, guests, invitees, agents, or any other person You may have in the Space. You may be subject to disciplinary or conduct action if any of those individuals violate any term of this Contract.
7. 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 of further breach of same.

8. This Contract constitutes the entire agreement between You and the University relative to Your housing. No modifications to the Contract or to any collateral agreement between You and the University shall be binding upon either unless agreed to in writing by both parties, except as provided by state or federal law or as provided in this Contract. 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.

9. 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

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I. Signatures

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

- i. The CLE;
- ii. Parking Services Policies and Procedures;
- iii. Student Code;
- iv. Office of Information Technology rules and procedures, to include Acceptable Use Policies; and
- v. 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 and understand those resources. Your failure to do so does not relieve You of any obligation under those resources or under this Contract. You acknowledge that You have read, understand, have been given the opportunity to ask questions about, and agree to the terms of this Contract, any referenced documents, and Schedule A. You agree that the information stated on Your application is correct.

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

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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.

Contracts Beginning July/August	Not Enrolled	Enrolled
Cancel through March 1	\$0	\$100
Cancel March 2 through June 1	\$100	\$300
Cancel June 2 through 5 p.m. of the last business day before the start of the Contract	\$200	\$500
Failure to check in	\$400	Assessed the full amount of the Contract term.
Cancel after check in	Assessed the full amount of the Contract term. If you do not meet University eligibility requirements to enroll, the You are assessed a prorated amount from the start date through the effective cancellation or check out date, whichever is later.	

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

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