

# **WESTERN MICHIGAN UNIVERSITY RESIDENTIAL HOUSING CONTRACT**

## **Residence Hall & Dining Services**

THIS WESTERN MICHIGAN UNIVERSITY RESIDENTIAL HOUSING CONTRACT (Contract) is by and between the Board of Trustees of Western Michigan University (University), and [[Profile..Full\_Name]] (You/Your) and contains the terms and conditions that will govern Your housing in a residential complex, building, community space, 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. Term**

1. The term of this contract is Fall Semester 2023 (Aug 27, 10am – Dec 15, 7pm) and Spring Semester 2024 (Jan 6, 10am – Apr 26, 7pm). The University, in its sole discretion, may change the dates of this Contract based on the University calendar.
2. You understand that if You are living on campus in the Fall, this Contract is for a full academic year (Fall and Spring semesters) unless You graduate, are placed for an internship where University credit is received that is more than a 30 mile radius from campus, or study abroad and You wish to terminate your contract.
  - a. In the event that You graduate from the University and You wish to terminate Your contract, You must submit an online cancellation request at least 30 days prior to the end date of the semester that you graduate. Failure to notify Housing and Residence Life 30 days in advance of the last date of the semester that you graduate will result in one month's contract charge after your move-out date. Cancellation fees set forth in Schedule A do not apply if a contract is cancelled under this section.
  - b. In the event that You are placed for an internship where University credit is received that is more than a 30 mile radius from campus or study abroad during the contract term and You wish to terminate Your contract, You must submit an online cancellation request at least 30 days prior to your requested move out date. Failure to notify Housing and Residence Life 30 days in advance of the requested move out date will result one month's contract charge after your move-out date. Regardless of Your requested move out date, You will be charged at least through the last day of the semester that you make the request. Cancellation fees set forth in Schedule A do not apply if a contract is cancelled under this section.

### **B. 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 Residence Hall and Dining Services Contract. You will follow the process for making payments as set by the Western Michigan University Cashiering Office.

2. The entire semester or session payment is due in accordance with University payment due dates as outlined by Accounts Receivable. You may be eligible to participate in a University payment plan. University payment plan details can be found on the accounts receivable website at <https://wmich.edu/accounts-receivable>.
3. All rates, charges and other fees in this Contract will be charged to Your University 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% 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.
4. 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.
5. If past-due, the University may also refer Your account 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.

### **C. Dining Services**

You agree to purchase a campus meal plan as a condition of this Contract, unless you are living in a Hall designated by Dining Services as not requiring a meal plan. You will follow the rules and regulations set by WMU Dining Services.

1. You will use Your WMU Bronco ID for obtaining Dining Services under a dining plan.
2. You will not transfer, give, or loan your Your WMU Bronco ID card to another person so they may enter Dining Services. If your card is transferred to another person (with or without your consent) the Dining Service checker or cashier will keep Your card and charge You a \$25.00 fine.
3. You may change Your 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.
4. If You have food allergies or require specialized food products due to a medical necessity, Dining Services Office will work with You to provide reasonable accommodations. Providing for specific food preference may not be possible.
5. The only circumstance in which You may receive a refund for missed meals is due to an absence of more than seven days for personal illness. Such requests are to be directed to the Director of WMU Dining Services. You must submit written evidence of the medical need for Your absence 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 day. Raw food costs are generally less than the meal plan cost.

### **D. 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 Housing and Residence Life Housing Portal. The decision whether to allow cancellation shall rest in the discretion of the Director of Housing and Residence Life.

2. The University may terminate this contract if You do not enroll for at least one credit hour per semester, regardless of reason. Refunds, if any, will be given based on the terms of this Contract. Admission to the University does not guarantee a residence hall assignment and submitting a request does not guarantee housing will be available. If you are in arrears (past due) with the University, it may prohibit you from receiving or keeping a housing assignment. You may be required to pay the full housing and dining charges prior to being accepted for a subsequent assignment.
3. If You move into off-campus housing during the term of this Contract You remain responsible for all Charges remaining under the terms of this Contract.
4. 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.
5. If You breach this Contract, this Contract will terminate, and You will move out of the Space. Housing and Residence Life reserves the right to charge You the balance of the Contracted fees and expenses.
6. 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 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 Contract fees and expenses.
7. If You are academically dismissed, You must cancel this Contract. 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 Contract is terminated due to Your academic dismissal. Upon dismissal, there will be a charge only for the dates of occupancy.
8. If You withdraw from the University prior to the end of the Contract Term, You will be charged prorated Contract 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.
9. If this Contract is Terminated for any reason, the University has the immediate right to possession of 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, room, board, or fees; or
  - e. You have violated the Community Living Expectations, the WMU Student Code, or any other University policy or procedure.

## **E. University Rights and Responsibilities**

1. **POSSESSION OF SPACE:** If the University is unable for any reason to allow possession of Space 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 you move into 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 hall assignment may change.
3. **SPACE UTILIZATION:** If a Space is vacated for any reason during the term of this Contract, the University may assign a new co-occupant to the vacant Space.
4. **UTILITIES:** The University does not provide streaming services. The University will provide the following utilities:

	<b>Electricity</b>	<b>Gas</b>	<b>Water</b>	<b>Trash</b>	<b>Recycling</b>	<b>Telephone *</b>
Residence Hall	X	X	X	X	X	X

X = University provided service

\* University provides local service only

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 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 in a dining facility 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 date of residence. The University may immediately dispose of any of Your unclaimed property. You will be billed accordingly for the removal and/or disposal of any of your unclaimed property. 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. **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.
2. **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.
3. **WMU BRONCO CARD:** Your Bronco Card may be activated as a swipe card to open swipe-enabled 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, and/or the Office of Housing and Residence Life.
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 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.
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 will not permit any 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, and other public areas.
8. **RESPONSIBILITY FOR REPAIRS:** The University will replace and/or repair fixtures and furnishings. If you are responsible for an act that causes the replacement or repair, you will be billed accordingly. 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 Resident Advisor, Your Hall Director, Your Graduate Assistant Hall Director, Your Resident Manager, and/or the Office of Housing and Residence Life.
9. **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 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. 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.
11. INVENTORY: You accept the Space and all furnishings therein 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. You shall deliver written notice of same to the University as set forth in this paragraph. You shall receive a Space inventory checklist. You will complete the Inventory Checklist and return it to Your hall office within seven days after moving into the Space. The checkout inventory inspection will take place when You move out. You will arrange an appointment for this inspection when You move out.
12. MAIL: 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. ACCEPTABLE APPLIANCES: You may only use appliances as set forth in the Community Living Expectations guide. Additional appliances must be approved, in writing, by Housing and Residence Life.
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 initial occurrence and/or re-occurrence of pests. If you are responsible for an act that causes the initial occurrence and/or re-occurrence of pests, you will be billed accordingly.
15. BED BUG CONTROL: At least annually, 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, and the University determines you are at fault, You will pay the cost of the 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 Your portion of the cost of the treatment divided evenly among You and Your roommates, 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, Housing and 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. 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. Additionally, if any governmental authority puts any gathering prohibitions or restrictions

or other public safety measures in place and in response the University determines, in its discretion, that the Space and/or dining locations or services must be modified, discontinued, or closed in the interest of health or safety, such will not be considered a breach of this Contract by the University. 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. In any of the above circumstances, the University may, at its sole discretion, offer a partial refund of amounts paid under this Contract to impacted students, but it is not required, under this Contract or otherwise, to provide any refunds or other consideration.

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, and 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 procedures if any of those individuals violate this Contract.
7. Invalidity 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 on the pen 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 Housing and Residence Life Office, 1903 W Michigan Ave, Kalamazoo, MI 49008- 5312.

## **I. 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 references identified above and has informed You of Your duty to read and understand those references. Your failure to do so does not relieve You of any obligation under those references 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. By signing this Contract You certify that you are over 18 years of age or older or, if You are not over 18, You certify that Your parent or legal guardian will cosign this Contract. The cosigner certifies that they agree to be equally responsible for complying with its terms.

Your Printed Name: **[[Profile..Full\_Name]]**

Date: **[[Feature..Current\_Date]]**

Signature (WIN): **[[Profile..University\_ID]]**

The Board of Trustees of Western Michigan University By:

A handwritten signature in black ink, appearing to read "Steve Palmer", written in a cursive style.

Steve Palmer Director of Housing and 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.

<b>Academic Year (Fall and Spring Semesters)</b>	<b>Not Enrolled</b>	<b>Enrolled</b>
Cancel through June 1	\$0	\$300
Cancel June 2 through July 31	\$100	\$400
Cancel August 1 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 prorated amount from the start date through the effective cancellation or check out date whichever is later	

<b>Spring Semester Only Contract</b>	<b>Not Enrolled</b>	<b>Enrolled</b>
Cancel August 1 through 5 p.m. of the last business day before the start of the Contract	\$100	\$250
Failure to check in	\$200	Assessed the full amount of the Contract term.
Cancel after check in	Assessed prorated amount from the start date through the effective cancellation or check out date whichever is later	

<b>Summer I and/or Summer II Session Contract</b>	<b>Not Enrolled</b>	<b>Enrolled</b>
Cancel August 1 through 5 p.m. of the last business day before the start of the Contract	\$50	\$120
Failure to check in	\$100	Assessed the full amount of the Contract term.
Cancel after check in	Assessed prorated amount from the start date through the effective cancellation or check out date whichever is later	