

This University Housing Contract (“Contract”), including the Terms and Conditions (“Terms and Conditions”), governs the relationship between Oakland University (“University”) and students residing in Hamlin, Hillcrest, Vandenberg, Hill, Van Wagoner, and Oak View Halls (collectively, “Residence Halls”) and University Student Apartments and University Cottages (collectively “Apartments”). \*\*If you are less than 18 years of age or are legally incapacitated, an adult must co-sign a copy of this Contract guaranteeing payment and performance.

## **TERMS AND CONDITIONS**

**I. ELIGIBILITY:** To be eligible to reside in Residence Halls or Apartments, students must be: (a) formally admitted to the University as matriculated or conditionally admitted students in a degree program at the University and enrolled in a minimum of 8 credit hours during each fall or winter semester, and 4 credit hours for each summer semester, in which they reside in Residence Halls or Apartments; (b) matriculated students in a degree program at another college or university that has an affiliation agreement with the University; or (c) participating in the University’s hostel program or authorized summer camp programs. Students enrolled in continuing education classes or other non- degree programs are not formally admitted to the University. Students must also complete at least 56 credit hours in good standing and be at least 20 years of age to reside in the Apartments. Students living in the Apartments at the end of any winter term may remain in the Apartments during the summer semester, without enrolling in any classes during those semesters, if they are returning to the Apartments in the following fall semester. Students must vacate Residence Hall rooms or Apartments within seventy- two (72) hours of receiving notice that they are no longer eligible to reside in Residence Halls or Apartments for any reason, or earlier if the University’s Director of Housing (“Housing Director”) determines in his/her sole and exclusive discretion that it is in the University’s best interest for a student to vacate earlier.

**II. CRIMINAL ACTIVITY AND OTHER MISCONDUCT:** The University may, in its sole and exclusive discretion, immediately terminate this Contract if the University discovers that, after the student signed this Contract: (a) the student was convicted of or pled guilty or no contest to a crime or found delinquent by a juvenile court; or (b) felony charges were initiated or pending against the student.

**III. LICENSE:** This Contract is a conditional, limited, revocable, non-transferable, non-exclusive license for a student to occupy a Residence Hall room or Apartment. The student acknowledges that his/her occupancy of a Residence Hall room or Apartment is a privilege and not a right. This license is subject to the University’s unilateral right to make and change room assignments, this Contract, these Terms and Conditions, the University’s right to terminate this Contract and the student’s compliance with all University ordinances, rules, regulations, policies and procedures (“University Rules”).

**IV. CONTRACT PERIOD:** This Contract covers the semesters/sessions designated in the Contract (“Contract Period”). Students must reside in their assigned Residence Hall room or Apartment during the entire Contract Period unless otherwise provided in this Contract.

**V. SPACE RESERVATION:** The University will reserve available space for eligible students in Residence Halls or Apartments after a student signs and submits this Contract to the University and the University approves the Contract in writing.

**VI. OCCUPANCY:** Students may occupy their Residence Hall rooms or Apartments according to the schedule published by the University at the beginning of each semester/session. Students who fail to occupy their Residence Hall rooms or Apartments on or before the start date of their Contract Period, without the Housing Director’s prior written consent, will forfeit their Residence Hall rooms or Apartments. Student will not alter any Residence Hall rooms or Apartments and will not remove any furnishings and/or fixtures. Students residing in Residence Halls must vacate their rooms during University recesses, breaks and vacations. Students residing in Apartments may remain in their Apartments during University recesses, breaks and vacations. All students will vacate their Residence Hall rooms or Apartments on or before the last date of their Contract Period.

**VII. CONTRACT CANCELLATION BY STUDENT:** The University may, in its sole and exclusive discretion, release a student from this Contract upon receipt of a signed release request form, payment of the cancellation penalty set forth below and approval by the Housing Director. Students who cancel a Contract because they are no longer enrolled at the University will receive a pro-rated refund of their Residence Hall/Apartment rate paid for the Contract Period. Students who have been awarded a University housing grant will forfeit the remainder of the grant if they cancel their Contract but remain enrolled at the University.

Semester & Session	Cancellation Penalty
Fall Semester	By May 1: No charge May 2 to June 14: \$100 June 15 to start of Contract Period: \$200 During Contract Period: \$300 plus pro-rated Residence Hall/Apartment rate for the Contract Period
Winter Semester	By November 30: \$100 December 1 to start of Contract period: \$200 During Contract period: \$300 plus pro-rated Residence Hall/Apartment rate for the Contract Period
Summer Sessions	Two weeks prior to start of Contract Period: \$50 Within 14 days from start of Contract Period- \$100 During Contract period: \$100 plus pro-rated Residence Hall/Apartment rate for the Contract Period

**VIII. FOOD SERVICE AND MEAL PLANS:** Food service will be available according to the schedule established by the University from time-to-time, except for University closings as defined in Section XVI below. Meal plans are not transferable. Credit/refunds will not be provided for missed or unused meals. Meal plan rates do not include meals during the University recesses, breaks or vacations.

**IX. UNIVERSITY RULES AND TERMINATION OF CONTRACT BY THE UNIVERSITY:**

Students acknowledge that they are responsible for knowing, understanding and complying with all University Rules, including without limitation those contained in the University Housing Student Handbook and other University Housing publications. Copies of the Student Handbook and other publications are available from University Housing and are published on the University's website. The University may terminate this Contract, following established disciplinary procedures, if the University determines at the conclusion of the disciplinary procedure that a student failed to comply with any University Rules. The University may also terminate this Contract immediately, in its sole and exclusive discretion, if the University deems that (a) the student is no longer enrolled as a student at the University; (b) the student or the co-signer failed to pay any amounts due under the Contract; (c) the student failed to occupy and/or improperly vacated or abandoned his or her assigned Residence Hall room or Apartment; (d) the student's assigned Residence Hall room or Apartment is unusable due to damage, construction, renovation or repair; (e) there is an imminent threat to any person's life, health, safety or property; (f) the student provided false or inaccurate information to the University; (g) the student failed to provide the University with any written statement required by this Contract; and/or (h) termination of the Contract is in the best interests of the University, the student, other University students and/or the local community. Upon termination of this Contract for any reason, the student will vacate his or her Residence Hall room or Apartment within seventy-two (72) hours of receiving notice of the termination, or sooner if the Housing Director determines in his/her sole and exclusive discretion that it is in the University's best interests for the student to vacate earlier. The University will have the unconditional right after termination to take possession of a Residence Hall room or Apartment by any lawful means, without liability for trespass, and without waiving any of the University's other rights or remedies.

**X. HOUSING ASSOCIATION:** Students entering into Residence Hall or Apartment Contracts will automatically become members of their applicable University housing association, be entitled to all rights, privileges and responsibilities of such membership and pay any applicable dues for such membership.

**XI. USE OF FACILITIES:** University representatives in their sole and exclusive discretion may, and students hereby consent to and authorize the University to:

1. Make and/or change Residence Hall room or Apartment assignments or move students to different housing accommodations at any time if the University determines that reassignment is in the student's or the University's best interest;

2. Enter Residence Hall rooms or Apartments at any time with prior notice to, and permission from, a student;
3. Enter Residence Hall rooms or Apartments at any time without prior notice to, or permission from, a student, (a) to inventory University-owned furnishings or equipment; (b) to conduct damage inspections, complete repairs and/or perform routine maintenance; (c) during fire drills; (d) to insure compliance with health, fire or building codes and/or University Rules; (e) if the University deems there to be an imminent threat to the health, safety or property of a student or other person; or (f) for inspections during University recesses, breaks or vacations;
4. Determine the occupancy of, and fill any vacancies in, Residence Hall rooms and Apartments;
5. Control the use of Residence Halls, Residence Hall rooms and/or Apartments in the event of an epidemic; and/or
6. Initiate and implement disciplinary action.

**XII. DAMAGES:** Students must reimburse the University for any costs or expenses incurred by the University arising out of or relating to use of the Residence Halls or Apartments by the resident and/or their guests, including without limitation the unauthorized use or possession of University keys, lost University keys and physical damage to Residence Halls, Residence Hall rooms and/or Apartments.

**XIII. LIABILITY:** The University will not be liable for any losses, injuries or damages to persons or property arising out of or relating to a student's use or occupancy of Residence Halls or Apartments and the student will be responsible for the safety and security of her or his own person and property.

**XIV. RATES:** The student will pay the University's established rates for Residence Halls, Apartments, meal plans and other food service as they are revised from time-to-time.

**XV. DEFAULT:** If a student or co-signor fails to satisfy any financial or other obligations under this Contract the University may, in its sole and exclusive discretion and in addition to any other remedies the University may have: (a) summarily suspend the student's University privileges; (b) withhold class privileges, grades, withdrawal clearance, official transcripts and diplomas; (c) place a hold on registration; (d) refer delinquent accounts to collection agencies and credit bureaus; and (e) institute legal action and/or student disciplinary procedures.

**XVI. UNIVERSITY CLOSINGS:** The University may close any Residence Halls, Apartments or other University facilities, and discontinue any food or other services, if the University determines in its sole and exclusive discretion that an event caused by an emergency, weather, power failure, strikes, riots, fires, disasters or other conditions beyond the University's control make it impossible or imprudent to maintain those facilities or services. The University will not abate fees or charges, or pay damages, resulting from or relating in any way to any such University closings.

**XVII. MISCELLANEOUS:** Michigan law will govern this Contract. This Contract may not be assigned without the prior written consent of the other party. The invalidity or unenforceability of any term or provision hereof will in no way affect the validity or enforceability of any other term or provision of this Contract. This Contract contains the entire agreement between the parties and cannot be modified except by the parties' subsequent written agreement. A waiver by either party of any provision or breach of this Contract will not waive any other provision or breach.

**XVIII. CONFLICTS:** The terms of this Contract will govern in the event of any conflict between this Contract and any document incorporated by reference into this document.

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I HAVE READ, UNDERSTAND AND AGREE TO FULLY COMPLY WITH THE REQUIREMENTS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS OF THIS CONTRACT, AND AGREE TO PAY ALL AMOUNTS DUE PURSUANT TO THIS CONTRACT. THIS CONTRACT WILL NOT BE BINDING AND ENFORCEABLE UNTIL THE CONTRACT IS SIGNED BY THE STUDENT AND CO- SIGNER (IF APPLICABLE) AND THE UNIVERSITY APPROVES THE CONTRACT IN WRITING.

I UNDERSTAND THAT THE UNIVERSITY MAY PROVIDE, EXTEND OR ADVANCE FUNDS, CREDITS AND/OR FINANCIAL ACCOMMODATIONS TO ME, TO BE APPLIED TOWARD MY ROOM AND/OR MEALS, WITH THE UNDERSTANDING THAT I WILL REPAY THOSE AMOUNTS. I UNDERSTAND AND AGREE THAT ALL SUCH AMOUNTS ARE LOANS AND/OR EDUCATION BENEFITS WHICH I MUST REPAY TO THE UNIVERSITY TOGETHER WITH LATE PAYMENT FEES AS ESTABLISHED BY THE UNIVERSITY. IN CONSIDERATION FOR ALLOWING ME TO LIVE IN A RESIDENCE HALL OR APARTMENT AND/OR PROVIDING ME WITH MEALS, I AGREE TO REPAY THE UNIVERSITY FOR THOSE LOANS AND/OR EDUCATIONAL BENEFITS AND UNDERSTAND THAT MY REPAYMENT OBLIGATION IS NOT DISCHARGABLE IN BANKRUPTCY.

I CERTIFY THAT THE INFORMATION IN THIS CONTRACT AND ANY SUPPORTING MATERIALS IS COMPLETE AND ACCURATE. I UNDERSTAND THAT THE UNIVERSITY'S ACCEPTANCE OF THIS CONTRACT IS CONDITIONED UPON THE ACCURACY OF SUCH INFORMATION AND MATERIALS AND THAT PROVIDING FALSE, MISLEADING, INCOMPLETE OR INACCURATE INFORMATION OR MATERIALS CONSTITUTES GROUNDS FOR DISMISSAL FROM THE UNIVERSITY AND/OR IMMEDIATE TERMINATION OF THIS CONTRACT.

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**IMPORTANT NOTE:**

**If you are less than 18 years of age or are legally incapacitated, you may still continue the application process. However, an adult must co-sign this Contract guaranteeing payment and performance.**