

This University Housing Contract (“Contract”), including the Terms and Conditions below (“Terms and Conditions”), governs the relationship between Oakland University (“University”) and University Students, Affiliated Students, and Non-University Students (each individually a “Resident” and collectively “Residents”) residing in Hamlin Hall, Hillcrest Hall, Vandenberg Hall, Hill House, Van Wagoner House, and Oak View Hall (collectively, “Residence Halls”) as well as those residing in the Ann V. Nicholson Apartments and George T. Matthews Apartments (collectively the “Apartments”), and University Cottages.

\*\*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.

\*\*\*If you are assigned to temporary housing at a designated hotel or other off campus location due to shortage of on-campus housing (“Temporary Housing”), sections I, II, III, IV, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, and XVIII of the Terms and Conditions apply to you. The Residence Halls, Apartments, University Cottages, and Temporary Housing are referred to collectively as (“University Housing”). **Terms and Conditions**

#### I. **Resident Eligibility:**

- a. **University Students and Affiliated Students:** To be eligible to reside in University Housing as a “University Student” or “Affiliated Student,” individuals must be: (a) formally admitted to the University as matriculated or conditionally admitted students in a degree seeking program at the University and enrolled in a minimum of one (1) credit hour during each fall, winter, or summer semester in which they reside in University Housing; or (b) for purposes of the summer semester only, formally admitted to the University as matriculated or conditionally admitted students in a degree seeking program at the University and enrolled in a minimum of one (1) credit hour in the upcoming fall semester; or (c) matriculated students in a degree-seeking program at another college or university that has an affiliation or exchange agreement with the University and who are attending the University as part of a program covered by one of the affiliation or exchange agreements; or (d) participating in the University’s semester abroad program.

In addition, students who have been admitted to the University’s English as a Second Language Institute (“ESL Institute”) are eligible to reside in University Housing if they: (i) have either applied to a degree-seeking program at the University or have indicated on their ESL Institute application that they intend to pursue a degree at the University; (ii) are required to complete coursework in the University’s ESL Institute in order to meet the University’s English language proficiency admissions requirements; (iii) have been issued an I-20 or DS-2019 from the University for their ESL Institute studies; (iv) are enrolled full-time in ESL Institute courses; and (v) are making satisfactory academic progress in their ESL Institute program as determined by the University.

ESL Institute students may be registered less than full-time if they are either participating in the University's American Semester Abroad Program or are in the final semester of their ESL Institute coursework and are enrolled in at least the minimum number of courses/credits to fully complete their ESL Institute program in that semester.

Students enrolled in continuing education classes or other non-degree programs are not formally admitted to the University and are therefore not eligible to reside in University Housing.

Students must also complete at least 16 credit hours and be in good standing and be a non-first-year resident to reside in the Apartments.

- II. **Non-University Students:** To be eligible to reside in University Housing as a Non-University Student," individuals must be participating in: (a) a University Housing MOU; or (b) the University's intern housing program; or (c) the University's visiting scholar research program; or (d) a University authorized summer camp program.

Non-University Student housing is available only after the housing needs of eligible University Students and Affiliated Students have been met.

- III. **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 Resident signed this Contract: (a) the Resident 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 Resident.
- IV. **License:** This Contract is a conditional, limited, revocable, non-transferable, nonexclusive license for a Resident to occupy a space within University Housing. The Resident acknowledges that his/her occupancy is a privilege and not a right. This license is subject to the University's unilateral right to make and change University Housing assignments, this Contract, these Terms and Conditions, the University's right to terminate this Contract and the Resident's compliance with all University ordinances, rules, regulations, handbooks, policies, procedures, directives and/or epidemic/pandemic protocols ("University Rules").
- V. **Contract Period:** This Contract covers the semesters/sessions designated in the Contract ("Contract Period"). Residents must reside in their assigned University Housing during the entire Contract Period unless otherwise provided in this Contract or permitted by the University in its sole and exclusive discretion.
- VI. **Space Reservation:** The University will reserve available space for eligible Residents in

University Housing after a Resident, or his or her legal guardian if applicable, signs and submits this Contract to the University and the University approves the Contract in writing, as space permits.

- VII. **Occupancy:** Residents may occupy their assigned University Housing according to the schedule published by the University from time-to-time. Residents who fail to occupy their assigned University Housing on or before the start date of their Contract Period will forfeit their University Housing and this Contract will be terminated. Residents will not alter any University Housing and will not remove any furnishings and/or fixtures from University Housing. Residents residing in the Residence Halls must vacate their rooms during University recesses. Residents residing in Apartments, Cottages, and Temporary Housing may remain in their assigned locations during University recesses, breaks and vacations. All Residents will vacate their assigned University Housing on or before the last date of their Contract Period and/or upon termination of this Contract.
- VIII. **Contract Cancellation By Resident:** The University may, in its sole and exclusive discretion, release a Resident from this Contract upon receipt of a signed release request form (“Contract Release Request”), payment of the cancellation penalty set forth below and approval by the Senior Director of University Housing. Residents who cancel a Contract will receive a prorated refund of their University Housing rate and board meal plan rate (if applicable) paid for the Contract Period.

For University Students and Affiliated Students to receive a prorated refund of their University Housing rate and board meal plan rate (if applicable) paid for the Contract Period, they must cancel prior to December 1 for the fall semester; April 15 for the winter semester; June 15 for the summer I semester; or August 15 for the summer II or summer III semester. University Students and Affiliated 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.

Contract Semester(s) & Session(s)	Cancellation Penalty
Full academic year (fall 2024/winter 2025 semesters)	Through July 15: No charge July 16 to start of Contract Period: \$300 During Contract Period: \$300 plus prorated University Housing rate for the Contract Period (Contract Period begins on first day of fall semester classes)
Winter 2025 semester	During Contract Period: \$300 plus prorated University Housing rate for the Contract Period (Contract Period begins on first day of winter semester classes)

Summer 2025 semester	During Contract Period: \$300 plus prorated University Housing rate for the Contract Period (Contract Period begins on first day of summer I semester classes)
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- IX. **Food Service and Meal Plans:** For University Students and Affiliated Students, food service will be available according to the schedule established by the University, 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. For Non-University Students, please contact the University Food Services provider for more information regarding voluntary meal plans.
- X. **University Rules and Termination of Contract by the University:** Residents 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, as well as all applicable federal, state and local statutes, regulations, ordinances and orders. The University Housing Student Handbook is published on the University's website. The University may terminate this Contract, following established disciplinary procedures, if the University determines at conclusion of the disciplinary procedure that a Resident 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 University Student is no longer enrolled as a student at the University; (b) the Resident or the cosigner failed to pay designated amount in accordance with the University's established payment schedule; (c) the Resident failed to meet eligibility requirements, as designated in section I of these Terms and Conditions; (d) the Resident failed to occupy his or her assigned University Housing within seven (7) calendar days of the start of the Contract Period and/or improperly vacated or abandoned without notifying University via completion and University approval of a Contract Release Request; (e) the Resident's assigned University Housing is unusable due to damage, construction, renovation or repair; (f) there is an imminent threat to any person's life, health, safety or property; (g) the Resident provided false or inaccurate information to the University; (h) the Resident failed to provide the University with any written statement required by this Contract; and/or (i) the Resident failed to comply with any applicable federal, state and local statutes, regulations, ordinances and orders. Upon termination of this Contract for any reason, the Resident will vacate his or her assigned University Housing as directed by the University, in its sole and exclusive discretion, upon receiving notice that they are no longer eligible to reside in their assigned University Housing. Personal property that is left in University Housing upon Residents vacating their assigned University Housing will be stored for a maximum of seven (7) calendar days, after which time it will be deemed abandoned by the Residents and will be disposed of or donated as determined by the University in its sole and exclusive discretion. The

University will have the unconditional right after termination of the Contract to take possession of any University Housing by any lawful means, without liability for trespass, and without waiving any of the University's other rights or remedies.

- XI. **Housing Association:** University Students and Affiliated 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. This section is not applicable to Non-University Students.
- XII. **Use of Facilities:** University representatives in their sole and exclusive discretion may, and Residents hereby consent to and authorize the University to:
1. Make and/or change University Housing assignments or move Residents to different University Housing assignments at any time if the University determines that reassignment is in the Resident's or the University's best interest;
  2. Enter University Housing at any time with or without prior notice to, or permission from, a Resident and/or require that Residents temporarily leave or evacuate University Housing, (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 ensure compliance with health, fire or building codes and/or University Rules; (e) if the University deems there may be a threat to the health, safety or property of a Resident or other person; or (f) for inspections during University recesses, breaks or vacations;
  3. Determine the occupancy of, and fill any vacancies in, University Housing; or control and/or manage the use of University Housing in the event of an epidemic, pandemic or other emergency; and/or
  4. Initiate and implement disciplinary action.
- XIII. **Damages:** Residents must reimburse the University for any costs or expenses incurred by the University arising out of or relating to their use of University Housing, and the use of University Housing by the Residents' guests, including without limitation the unauthorized use or possession of University keys, lost University keys and physical damage to University Housing.
- XIV. **Liability:** The University will not be liable for any losses, injuries or damages to persons or property arising out of or relating to a Resident's use or occupancy of University Housing and the Resident will be responsible for the safety and security of her or his own person or property.
- XV. **Rates:** The Resident will pay the University's established rates for University Housing,

meal plans and other food services as they are revised.

- XVI. **Default:** If a Resident or cosigner fails to satisfy any financial or other obligations under this Contract the University, in its sole and exclusive discretion and in addition to any other remedies the University may have, may: (a) summarily suspend the Resident's University privileges; (b) withhold class privileges, grades, withdrawal clearance, official transcripts and diplomas; (c) place a hold on future registration; (d) refer delinquent accounts to collection agencies and credit bureaus; and (e) institute legal action and/or student disciplinary procedures.
- XVII. **University Closings:** The University may close any University Housing 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, epidemic, pandemic, or other emergency, 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.
- XVIII. **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 and 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.
- XIX. **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.

**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 Resident and cosigner (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 University Housing 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 dischargeable 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.**

**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.