

This University Housing Contract (“Contract”), including the Terms and Conditions below (“Terms and Conditions”), governs the relationship between Oakland University (“University”) and students 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, George T. Matthews Apartments (collectively the “Apartments”), University Cottages, and Frances Mocerri House. \*\*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, Frances Mocerri House and Temporary Housing are referred to collectively as (“University Housing”).

### **Terms and Conditions**

- I. **Eligibility:** To be eligible to reside in University Housing, students 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; (b) 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 (c) participating in the University’s authorized summer camp or Semester Abroad programs.

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 in good standing and be a non-first-

year resident to reside in the Apartments.

- 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 space within University Housing. The student 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 student's compliance with all University ordinances, rules, regulations, handbooks, policies, procedures, directives and/or epidemic/pandemic protocols ("University Rules").
- IV. **Contract Period:** This Contract covers the semesters/sessions designated in the Contract ("Contract Period"). Students 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.
- V. **Space Reservation:** The University will reserve available space for eligible students in University Housing after a student, 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.
- VI. **Occupancy:** Students may occupy their assigned University Housing according to the schedule published by the University from time-to-time. Students 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. Students will not alter any University Housing and will not remove any furnishings and/or fixtures from University Housing. Students residing in the Residence Halls must vacate their rooms during University recesses, breaks and vacations. Students residing in Apartments, Cottages, and Temporary Housing may remain in their assigned locations during University recesses, breaks and vacations. All students will vacate their assigned University Housing 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 ("Contract Release Request"), payment of the cancellation penalty set forth below and approval by the Director of University Housing. Students 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, provided they 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. 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 2022/winter 2023 semesters) | Through July 15: No charge<br><br>July 16 to start of Contract Period: \$300<br><br>During Contract Period: \$300 plus prorated University Housing rate for the Contract Period (Contract Period begins on first day of fall semester classes) |
| Winter 2023 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 2023 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)   |

VIII. **Food Service and Meal Plans:** 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.

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, 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 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 designated amount in accordance with the University's established

payment schedule; (c) the student failed to meet eligibility requirements, as designated in section I of these Terms and Conditions; (d) the student failed to occupy his or her assigned University Housing within seven days of the start of the semester, and/or improperly vacated or abandoned without notifying University via completion and University approval of a Contract Release Request; (e) the student'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 student provided false or inaccurate information to the University; (h) the student failed to provide the University with any written statement required by this Contract; and/or (i) the student failed to comply with any applicable federal, state and local statutes, regulations, ordinances and orders. Upon termination of this Contract for any reason, the student 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 which is abandoned upon students vacating their assigned University Housing will be stored for a maximum of 30 days, after which time it will be disposed of or donated as designated 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.

- 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 University Housing assignments or move students to different University Housing assignments at any time if the University determines that reassignment is in the student's or the University's best interest;
  2. Enter University Housing at any time with or 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;
  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.
- XII. **Damages:** Students 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 students' guests, including without limitation the unauthorized use or possession of University keys, lost University keys and physical damage to University Housing.

- 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 University Housing and the student will be responsible for the safety and security of her or his own person or property.
- XIV. **Rates:** The student will pay the University's established rates for University Housing, meal plans and other food services as they are revised.
- XV. **Default:** If a student 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 student'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.
- XVI. **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.
- 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 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.
- 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.

**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 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.**