

The Office of Residence Life Housing Contract

This is a legal agreement between you and the university. It is written in legal language that may be unfamiliar to you. However, we encourage you to read it carefully, and acquaint yourself with its provisions. This Office of Residence Life Housing Contract (herein Housing Contract) applies in all instances where a student lives in housing provided by CMU, whether that housing is in a residence hall, apartment, or other type of housing.

Please note that MICHIGAN LAW DOES NOT ALLOW A MINOR TO VOID A CONTRACT FOR HOUSING. If you sign this Housing Contract and are under the age of 18, you cannot cancel it merely for that reason.

CAMPUS RESIDENCY POLICY

Central Michigan University's campus residency policy requires that first and second-year students live on campus. Those who reach the four-semester requirement at midyear are still required to complete the entire term of the contract for the academic year (fall and spring semester).

Exceptions to the policy will usually be granted if special circumstances are outlined, and approval is obtained, prior to the signing of the Housing Contract. Some of these exceptions include, but are not limited to, those students who are:

1. Living at home with parents and commuting within 60 miles.
2. Married and living with a spouse.
3. Veterans with one or more years of active service.
4. 21 years of age or older.

Graduate students may live in CMU's Graduate Student housing or Northwest Apartments, if the relevant criteria are met and any required approvals are obtained. CMU maintains apartment-style communities located at Graduate Housing and Northwest Apartments

University housing is available only to students; faculty and staff (other than Residence Hall Directors or other staff whose job responsibilities require it) are NOT permitted to live in university housing, except for short-term housing approved by the Office of Residence Life.

All Office of Residence Life Housing Contracts are for one academic year. If a student does not qualify for an exception to the policy at the beginning of the year, the student must fulfill the contract even though he or she may become eligible for an exception during the year. Requests for exception must be submitted in writing to the Office of Residence Life.

Each student must abide by this on-campus residency policy. Those who fail to do so will not be considered officially registered and will be dematriculated.



TERM OF CONTRACT

Residents are required to sign a Housing Contract to live in the hall or apartment for the entire academic year, or remainder of year, and must uphold all conditions of the Housing Contract. Academic year is defined as fall and spring semester.

Residence halls and apartments are open for student occupancy only when the university is in session (Spring and Fall semesters). At the end of the fall and spring semesters, you must vacate your room as soon within 24 hours of your last scheduled examination. A small number of apartments and residence halls remain open during the summer terms, and will be available to residents who fulfill the criteria for maintaining residency therein.

THE OFFICE OF RESIDENCE LIFE HOUSING CONTRACT

THIS CONTRACT IS FOR PREMISES LOCATED IN A:

- Residence hall
- Graduate Student Housing
- Northwest Apartment

This document sets forth the terms and conditions upon which space in the CMU residence halls and apartments is leased by the university's Board of Trustees, being the constitutional and statutory board of control of Central Michigan University (herein called university), to a person (herein called resident) signing a Housing Contract with the university.

The university leases to the resident and the resident hires from the university a space designated by the university in one of its residence halls or apartments (as indicated above), and the university will furnish board to the resident, subject to the following terms and conditions.

RESIDENT AGREES

1. To hire from the university room and board described above for the period set forth in this Office of Residence Life Housing Contract signed by the resident and to make timely payments of the fees therefore as set forth in the university room and board schedule.
2. To use and occupy the premises leased in a careful and lawful manner, for residential purposes only, with it being expressly understood that the resident will not use the premises in any manner that will cause a nuisance to other persons housed by the university. Entertainment by the resident on the premises shall be allowed. However, loud, noisy parties, or any other activities or actions that are disturbing to other residents, are prohibited. Violation of this prohibition shall be considered a material breach of this contract, thereby allowing the university, in its sole discretion, to declare the contract forfeited for any one or more such breaches. If the university determines



- that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
- Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
3. To obey all regulations promulgated by the university and by the governing bodies of the Office of Residence Life that have been enacted or that may hereafter be enacted. Violation of any of these rules or regulations shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
 - Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
 4. Not to participate in any fund-raising or sales activity within a residence hall/apartment or adjacent grounds without first obtaining a solicitation permit from the Office of Residence Life for each person participating in the fundraising or sales activity. Each area council/hall council shall establish time, place and manner for solicitation, and all solicitors must observe these hours. No individual or group may act as a vendor, sales agent, or in any manner set up a business enterprise in any type of university housing.
 5. To keep the leased premises clean and free from dirt, garbage, and trash, and to be responsible for the repair and replacement of any item damaged by the resident or the resident's guests, invitees, or agents. If repairs are made necessary because of breach of this contract or because of acts or omissions of the resident or the resident's guests, invitees, or agents, the repairs will be made by the university and paid for by the resident.
 6. Not to possess or consume intoxicating beverages in a residence hall or apartment except as allowed by law and pursuant to regulations promulgated by the Office of the President, including but not limited to the Student Code of Conduct and CMU's Alcohol Policy. Violation of this section shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
 - Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
 7. Not to possess, use, manufacture, produce or distribute or aid in the use, manufacture, production, or distribution of any controlled substance except as expressly permitted by the law. Notwithstanding the foregoing, resident agrees and acknowledges that any use or consumption of marijuana (or any other controlled substance) on the leased premises is a violation of the Drug Free Schools and Communities Act and is thereby prohibited by law. Violation of this section shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines



- that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
- Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
8. To keep firearms, firecrackers, gunpowder, or other materials or substances that might endanger the health and safety of any person in the residence hall or apartment community, registered and stored with the CMU Police Department. The university reserves the right to refuse the keeping of any item or substance that it feels unreasonably endangers persons in the residence hall or apartment community. Fireworks, gasoline, and other combustible materials are strictly prohibited. Michigan law forbids the possession or use of other pyrotechnics. Violation of this section shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
 - Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
 9. Not to participate in illegal gambling of any sort on premises leased or controlled by the university.
 10. Not to keep or permit in the residence hall any dog, cat, mouse, bird, or other animal, except fish. Exceptions to this section can be made for service or assistance animals. All such accommodations must be made through and approved by the Office of Student Disability Services.
 11. To care for the room or apartment in which the resident lives and to exercise reasonable care in the use of common facilities in the residence hall or apartment community.
 12. Not to tamper with or misuse the fire alarm system or firefighting equipment.
 13. At the termination of this contract, to surrender the leased premises to the university clean and in as good condition as when taken, reasonable use, wear, and tear excepted, it being understood the resident has examined the leased premises and found the same to be clean and in good condition at the commencement of the contract. If resident should find the premises at the commencement of the contract in a condition not clean and not in good condition, resident must make this known in writing to the residence hall director of the facility within 10 days after the beginning of the semester. Residents moving into a room later than 10 days after the commencement of a semester shall make exceptions to finding the facility clean and in good condition known in writing to the residence hall director of the facilities within three days after taking possession of the leased premises.
 14. To permit the university, its agents, and employees access to the leased premises as outlined in the university residential facility entrance and search procedures (see: Residence Life Housing Entrance and Search Procedure found later in this contract).
 15. To promptly pay upon billing by the university the amount of damage resulting from any one or more breaches of this contract or because of damages to the leased



- premises, except reasonable wear and tear. All persons residing in any room, suite, or apartment are individually and jointly liable for any damage.
16. Residents shall abide by the university damage control policy and shall pay for damage when billed for damage to public or commons areas.
 17. The university is not liable for the loss of or damage to money, property or other valuables belonging to resident or any other person. University strongly recommends, and resident is responsible for acquiring, any insurance that resident may desire for resident's protection from liability and property damages.
 18. That residents are subject to and shall abide by the university's policy (where applicable) with respect to payments and making of payments, refunds, changes in rates, penalties, times when residence halls are open and food service scheduled.
 19. To vacate and remove personal belongings from rooms or apartments and to cease using institutional dining facilities immediately upon withdrawal (official or unofficial) from the university or termination or cancellation of the Housing Contract.
 20. **Compliance:** Acceptance of new roommates: residents who refuse to accept a roommate, or who impede the university's effort to make an assignment into a vacant space, will be subject to disciplinary action. Outcomes may include, but are not limited to, requiring responsibility for payment of total housing charges (less food costs) or removal from the room.
 21. Failure to comply with verbal or written instruction by Residence Life staff, when such official is working within the appropriate performance of their duties, is prohibited. Abusive language or other behavior which is threatening and directed toward university staff, including resident staff, is prohibited and may prompt disciplinary action. Violation of this section shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
 - Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.
 22. Failure to respond to a notification to schedule and/or maintain an appointment with Residence Life Staff regarding investigation of alleged violations is prohibited. Failure to meet with staff will not preclude the continuation of the judicial process and disciplinary action may be initiated. Students are expected to contact resident staff and reschedule if a conflict occurs.
 23. Failure to comply with the sanction(s) imposed by a hearing body or Residence Life Staff is prohibited and may result in more severe disciplinary action including but not limited to, disciplinary handling under the Policy and Procedures Relating to Student Rights and Responsibilities. Violation of this section shall be considered a material breach of this contract and shall result in its immediate termination. If the university determines that the resident has carried on such activities for the purpose of having the contract forfeited, the university may elect that the resident shall immediately:
 - Lose the right to live in the leased premises,
 - Vacate same, and
 - Pay all fees due and owing in accordance with this Housing Contract.



UNIVERSITY AGREES

1. To furnish to resident under the terms of this contract living accommodations in a CMU residence hall or apartment.
2. To supply resident with board according to the meal option elected by the resident (if any) for the times specified in the food service schedule announced by the university.
3. To grant the use of the facilities of the residence hall or apartment except during stated or specified recesses of the university or as otherwise stipulated in this Housing Contract.

ADDITIONAL PROVISIONS TO WHICH BOTH THE UNIVERSITY AND THE RESIDENT AGREE

1. If the resident fails to pay the housing charges provided for or defaults in the performance of any of the agreements made herein by the resident, the university, without notice to quit or demand for payment of housing charges, may terminate this contract and, immediately upon termination, repossess the leased premises. Resident still remains liable for damages as a result of breach of any of the agreements herein contained, and in addition, university shall have any and all other rights permitted to it elsewhere in this contract and by law, whether cumulative or alternative.
2. Time is of the essence in performance of all parts of this contract. No waiver of any breach, condition, or covenant of this contract shall waive such breach, condition, or covenant or any part of this contract as to future performance of any or all of the conditions of covenants of this contract.
3. In addition to other causes for termination of this contract, this contract is automatically terminated when a resident withdraws from the university or stops attending all classes (unofficial withdrawal), or when the resident has received written notice from the university that the contract is cancelled because of a breach of this contract. Resident remains liable for room and board charges beyond last date of attendance if residence hall/apartment is not vacated immediately upon termination of this contract. If this contract is terminated pursuant to this subsection, the provisional contained in the section labeled "CANCELLATION OF THE HOUSING CONTRACT" shall nonetheless apply.
4. If the leased premises are destroyed or damaged by fire or other casualty, this contract shall automatically terminate unless repaired or restored by the university within 30 days following such fire or casualty, or unless the university provides other facilities in which the resident can obtain room and board. In the meantime, to the extent the premises are not tenable and to the extent the university does not provide other facilities, the housing and board (if applicable) shall abate.
5. The resident will not allow any person other than another resident assigned to the room to sleep or reside in the room without the permission of the residence hall director of the residence hall or apartment in which the room is located. The university may require such permission to be in writing and may revoke this permission at any time in its sole discretion.
6. No resident shall sublet or assign their leased space to another person.



7. This contract and times set for performance of this contract are subject to change because of strikes, lockout or other labor disputes and disorders or circumstances beyond the university's control that may affect the health or safety of students or affect the educational function of the institution. The university reserves the right to close residence halls/apartments and food services contracted for at different dates and times, provided that when services are offered on different dates, these dates will be in conformity with the purpose for which resident entered into the contract; for example: during the academic year, spring session, summer school, conferences and so on.
8. The university reserves the right to make reassignments of accommodations within its discretion.

CONDITIONS OF HOUSING PLACEMENT

1. Upon completing your application and this contract, Central Michigan University agrees to provide living accommodations and meals as outlined (providing space is available) for the academic year or remainder thereof and to grant the use of facilities of the building.
2. As of May 1 (December 1 for spring applications), only those people who have paid the first room and board payment will be assigned space in the residence hall or apartment.
3. If you fail to make the first room and board payment by May 1 (December 1 for spring applicants) you lose all choice of selection of space and will have your application cancelled.
4. If you apply for housing for the fall semester after May 1 (December 1 for spring applicants) the first room and board payment must be made at the same time you apply.
5. You may be required to show proof that you have been fully accepted as a student.

LATE PAYMENT

If you fail to meet any scheduled payments you will be assessed a late charge. If unpredictable financial circumstances occur and a payment cannot be made on time, you should contact the Student Account Services and University Billing Office prior to the due date to see if other arrangements can be made; however, the payment is still due.

You may be required to vacate your room in the residence hall or apartment and discontinue eating in the food unit if delinquent room and board charges are not paid after the due date.

REFUND

You may apply for a refund by filing a written appeal.

CHANGES IN RATES

The university reserves the right to change room and board rates if, in its opinion, such a change is necessary.

CANCELLATION OF THE HOUSING CONTRACT

The Office of Residence Life Housing Contract is for the entire academic year, or remainder of the year, provided the student is enrolled at the university. The residency and financial conditions of this contract shall not be terminated to move to a private home, fraternity or sorority house, or other housing, or to commute during the period covered by this contract. Students who break their Housing Contract without approval from Residence Life officials will owe full room and board charges for the entire academic year.

Students who are approved for release from their contract for any reason are subject to the following schedule of cancellation charges:

CANCELLATION POLICY

New Applicants Only

Cancellation of this contract after May 1 but by August 1 will result in a **\$300 cancellation fee**.

Cancellation of this contract after August 1 (November 1 for spring) but prior to semester opening shall result in a **\$500 cancellation fee**.

Returning Students Only

Prior to each semester opening:

- Students who sign a contract can cancel without penalty, but **ONLY IF** they provide a thirty-day written notice of said cancellation, from the day they apply, and the expiration of the thirty-day notice period occurs prior to May 1.
- Students canceling after the thirty-day cancellation period and by August 1 will be charged a **\$300 cancellation fee**.
- Students canceling after August 1 but prior to the semester opening will be charged a **\$500 cancellation fee**.

All Students

During the academic year:

- Cancellation of this contract at the semester opening, but prior to November 1, shall result in up to a **\$900 cancellation fee**.



- Cancellation of this contract after November 1, but prior to the end of the semester shall result in up to a **\$600 cancellation fee**.
- Cancellation of this contract from the end of the fall semester but before April 1 shall result in a **\$300 cancellation fee**.
- Cancellation of this contract after April 1 shall result in a **\$100 cancellation fee**.

All cancellation requests must be in writing.

Other charges and damages may apply under the provision of their contract such as damage to room. If a student is **not approved** for release from their Office of Residence Life Housing Contract and they choose to move anyway, they are still financially responsible for the entire contract.

RESIDENCE LIFE HOUSING ENTRANCE AND SEARCH PROCEDURES

Central Michigan University recognizes and respects the students' desire for privacy, especially within the context of a community living environment. The university also recognizes its responsibility to encourage and preserve a wholesome living and learning environment on the campus, to provide adequate maintenance and protection of public property, and to protect the health and safety of all persons. These fundamental assumptions are embodied in the following commitments and procedures concerning the entry or search of university residence hall rooms or apartments.

The university recognizes that it is difficult to balance the need to encourage and preserve a wholesome living and learning environment and the expectations of privacy of students living in a residence hall or apartment. As a result, the following procedures have been developed to help define the reasonable expectations of privacy that a person should have in these circumstances, bearing in mind the need for the university, staff, and its residents to help create and maintain an educational learning environment. These procedures also provide a guide for university staff to enable them to perform their duties and to maintain certain standards necessary to support the educational mission of the university and its residential community.

A. ENTRANCE OF RESIDENCE HALL ROOMS AND APARTMENTS

The university reserves the right to enter residence hall rooms or apartments under the following circumstances:

1. By a university employee with the permission of a resident or occupant.
2. By a university employee when there exists an immediate threat to the health or safety of the occupants, individuals, or university property.
3. By a residence hall director (or superior) when there is a reasonable belief that a university regulation has been or is being broken.



4. By a residence hall director (or superior), or maintenance personnel for repair, replacement, or inspection of university property.
5. By an Office of Residence Life staff member in order to complete the opening and closing of the residence hall or apartment as a part of the check-in or check-out procedures.
6. By a police officer whenever it would be legally permissible.

B. SEARCH OF RESIDENCE HALL ROOMS OR APARTMENTS

The university reserves the right to enter or search residence hall rooms or apartments under the following circumstances:

1. By a university employee with the permission of a resident or occupant.
2. By a university employee when there is an immediate threat to the health or safety of the occupants, other individuals, or university property.
3. By a residence hall director (or superior) after permission has been obtained from an Assistant Director of Residence Life or higher, when there is a reasonable belief that a university regulation has been or is being broken.
4. By an Office of Residence Life staff member in order to complete the opening and closing of the residence hall or apartment as a part of the check-in or check-out procedures.
5. By a police officer whenever it would be legally permissible.

C. USE OF EVIDENCE

If during the entrance or search of a residence hall room or apartment, evidence of a violation of university regulations is found, the university may refer the student and/or occupant for disciplinary action. The university may use evidence obtained during the entrance and/or search during the university disciplinary proceedings. In addition, if otherwise permitted by law, evidence so obtained may be used in criminal proceedings.