

# Eastern Michigan University

## Housing and Dining Service Contract

Academic Year 2017-18

*Read carefully!* You are entering into a legally binding contract with the University that encompasses the full academic year, September through April. Do not submit this contract unless you are sure that you have the necessary financial resources either through personal funds and/or financial aid funding to cover all of your tuition, room, and board costs for the full academic year.

**You agree to accept the provisions contained in this contract for the full academic year (both Fall and Winter semesters).**

### **Fall**

*Occupancy availability:* Saturday, September 2, 2017 – Wednesday, at noon, December 20, 2017

*Meal availability:* Tuesday, September 5, 2017 – Tuesday, November 21, 2017  
Monday, November 27, 2017 – Tuesday, December 19, 2017

### **Winter**

*Occupancy availability:* Tuesday, January 2, 2018 – Saturday at noon, February 17, 2018  
Sunday, February 25, 2018 – Wednesday at noon, April 25, 2018

*Meal availability:* Wednesday, January 3, 2018 – Friday, February 16, 2018  
Monday, February 26, 2018 - Tuesday, April 24, 2018

## **Terms and Conditions**

This is your Housing and Dining Service contract agreement. If you choose to live on campus, you are responsible for knowing the terms and conditions that are presented and you agree that you are prepared to meet the financial obligations.

It is the responsibility of the student to know and comply with the information contained in the contract. Once you agree to the contract terms you may proceed with the application process.

This contract outlines the terms and conditions upon which room and board in Eastern Michigan University residence halls and apartments is contracted with a student (called RESIDENT) by the University's Board of Regents, being the constitutional and statutory board of control of Eastern Michigan University (called UNIVERSITY). The contract is for the entire 2017-18 academic year which is defined as both the Fall and Winter semesters.

## **FEES AND CONTRACT TERMINATION**

1. A non-refundable \$150 prepayment paid to the UNIVERSITY must be submitted when completing the application in order to select a space.
2. RESIDENT may cancel the contract prior to moving into the assigned space in the fall by requesting a cancellation, in writing only, to the Housing and Residence Life office. Written cancellation must be sent via the student's EMU email account to [housing@emich.edu](mailto:housing@emich.edu). Cancellation of the contract, regardless of the reason, will result in a forfeiture of the prepayment.
3. The UNIVERSITY reserves the right to change room and board rates if such change is necessary.
4. The terms of this contract are for the entire 2017-18 academic year (both Fall and Winter semesters). If the RESIDENT will no longer be an enrolled student, the RESIDENT must apply for a contract release with the Housing and Residence Life office. Releases are granted for the following reasons: withdrawal from EMU, transfer to another school, student teaching, graduation, study abroad, part-time status (6 hours or less).
5. The contract will NOT be terminated for an enrolled RESIDENT to move off campus, fraternity/sorority house, or to commute from home during the period of this contract.
6. If an enrolled RESIDENT chooses to move out of the residence hall/apartment without an approved release, the RESIDENT continues to be financially responsible for all room and board charges for the remainder of the 2017-18 academic year.
7. If a RESIDENT meets the criteria for an approved release as referred to in Number 4 above, the contract will terminate and the RESIDENT will no longer be entitled to any services provided for including the meal plan.
8. RESIDENT will not be released from the terms of the contract due to withdrawal from the University if later he or she re-enrolls during the contract period. RESIDENT will be responsible for room and board charges for the remainder of the contract period.

9. It is considered a violation of the contract to move from an assigned room/apartment to another room/apartment without the approval of the Housing and Residence Life office.

10. Not properly checking out of the residence hall/apartment and/or not returning the keys upon check-out will result in a \$50 improper checkout fee as well as charges for a lock change and key replacement.

11. The UNIVERSITY reserves the right to terminate this contract and take possession of an assigned space for violation of either this contract or of UNIVERSITY policies or regulations. No refunds are given if the university dismisses or suspends a RESIDENT for discipline issues. A RESIDENT dismissed for behavior or conduct violations will continue to be responsible for the room and board charges for the duration of the academic year.

12. The UNIVERSITY reserves the right, when necessary, to remove a RESIDENT's personal items from the room/apartment and store them for 30 days which will result in additional storage fees as applicable. At the end of 30 days any unclaimed personal items will be discarded and RESIDENT will not be entitled to compensation for the value of these items.

## **CONDITIONS OF ASSIGNMENT**

13. The UNIVERSITY requires that RESIDENT be enrolled and remain enrolled in at least seven (7) credit hours for undergraduate students or three (3) credit hours for graduate students for the duration of each semester. The UNIVERSITY reserves the right to terminate the contract for any RESIDENT that falls below the required credit hour minimum.

14. RESIDENTS returning for the Winter 2018 semester must be in good financial standing and be registered for winter classes no later than December 19, 2017.

15. Submission of this contract does NOT guarantee accommodation in the residence halls/apartments if the contract and prepayment are received after capacity has been reached.

16. The UNIVERSITY does not discriminate on the basis of race, color, religion, sexual orientation, disability, or ethnic background in the assignment of residence hall/apartment space.

17. RESIDENTS requesting disability-related accommodations with respect to housing and/or dining must register with the Disability Resource Center and submit supporting documentation to determine their eligibility.

18. The UNIVERSITY reserves the right, when necessary, to convert an assigned single room to a double room in order to provide space when demand is above anticipated numbers.

19. The UNIVERSITY has the right to reassign a confirmed room/apartment if RESIDENT has not yet moved in after three days of the official move-in date.

20. Should a vacancy occur in a double room assignment at any time throughout the contract period, regardless of the reason, the RESIDENT agrees to either accept another roommate or be assessed the increased single rate.

21. This agreement is for a space within the campus housing system and is not for a particular type or size of room, building, or area. The UNIVERSITY reserves the right to reassign or remove a resident from university housing for reasons of health, safety, welfare, failure to remain actively enrolled, or if the student poses a significant disruption to the on-campus housing community. This may be done on a temporary or permanent basis.

22. The room and board rate may be pro-rated if a RESIDENT is approved for a contract release pursuant to the terms of this contract. No pro-rate will be given, however, if the RESIDENT moves out during the last two weeks of any given semester.

## **GENERAL CONDITIONS**

23. The RESIDENT agrees to comply with the rules and regulations which may be adopted by the UNIVERSITY for the residence hall/apartment program and with the terms of the UNIVERSITY's Student Code of Conduct and the Guide to Campus Living located at <http://www.emich.edu/residencelife>.

24. No RESIDENT is permitted to transfer his or her assignment to another person. No unauthorized persons are permitted to reside in the room/apartment. No pets are permitted in the residence halls or Brown/Munson. Cats are permitted only in limited designated apartments for an additional fee.

25. Housing and Residence Life reserves the right to issue a temporary removal from housing or restrict access and use of housing and/or dining locations pending the outcome of a conduct case or pending investigation.

26. The RESIDENT will not use the residence hall room/apartment or public areas in and around the halls or apartments in a way which is detrimental to the best interest and welfare of the UNIVERSITY community.

27. No RESIDENT or guest of any RESIDENT may use RESIDENT's assigned room/apartment or any public area of the residence hall, to offer any goods or services for sale.

- 28.** The RESIDENT is prohibited from keeping firearms, weapons, gunpowder, or other substances which might endanger the health and safety of any person in the residence hall/apartments.
- 29.** Portable air conditioners are not permitted in any of the residence halls or Brown/Munson. Air conditioners may not be installed by RESIDENTS at any time. Cornell Courts, Westview, or 601 West Forest RESIDENTS can apply to have an AC unit. RESIDENTS in those locations must provide AC units that meet University standards and complete the proper written request form. The University has final determination of the installation AC units.
- 30.** The UNIVERSITY reserves the right to enter and inspect rooms/apartments for pest control, health, maintenance, and security reasons, or to remove UNIVERSITY property, and reassign rooms as necessary. RESIDENT agrees to follow directives that support these functions.
- 31.** The UNIVERSITY is not responsible for the loss of or damage to any personal property of the RESIDENT or his/her guests. RESIDENT is strongly encouraged to purchase appropriate insurance for their personal property if the family's household policy does not cover the property while it is located at the university.
- 32.** The RESIDENT will keep the premises and public areas clean and free from dirt, garbage, and trash and is responsible for the repair and replacement of any item damaged because of the acts or omissions of the RESIDENT or the RESIDENT's guest, invitee, or agent. Any necessary repairs or replacements will be made by the UNIVERSITY and be paid for by the RESIDENT or, in the case of public area damage, by the RESIDENTS of the involved floor.
- 33.** All rooms in the Residence Halls and Apartments are annually certified bedbug free prior to the start of the fall semester. If the RESIDENT or UNIVERSITY becomes aware of an infestation of bed bugs or another pest, the RESIDENT agrees to comply with Housing & Residence Life protocol to address it.
- 34.** The times set forth for performance of this agreement are subject to change due to extreme weather, strikes, lockout, or other labor disputes and disorders which may affect the health or safety of students or affect the educational function of the institution. The UNIVERSITY reserves the right to offer these room and board services at different dates and times provided that when services are offered, the dates will be in conformity with the purpose for which the RESIDENT entered into the agreement.
- 35.** No smoking is permitted anywhere within the residence halls or University Apartments. The entire Eastern Michigan University campus is smoke-free.

## **DINING PLANS**

- 36.** A meal plan is **REQUIRED** for all students living in the residence halls. Meal plans are optional for students living in University Apartments and the Village (excludes freshmen athletes).
- 37.** To change a meal plan RESIDENT can e-mail a request to [housing@emich.edu](mailto:housing@emich.edu).
- 38.** No changes to the meal plan will be accepted after September 15, 2017 for the Fall semester or January 15, 2018 for the Winter semester.
- 39.** Refunds are not given for missed or unused meals.