

**2009-2010
FERRIS STATE UNIVERSITY
FAMILY TOWNHOUSE CONTRACT**

DATE _____ STUDENT # _____ APARTMENT# _____

NAME _____ SPOUSE NAME _____ # OF CHILDREN _____

Ferris does not discriminate based on sex, religion or creed, sexual orientation, race, color, national origin, age, marital status, familial status, veteran or military status, height, weight, protected disability, or any other characteristic protected by applicable State or federal laws or regulations.

TERMS AND CONDITIONS

THE UNIVERSITY AGREES:

1. To furnish to the resident during the occupancy of said premises, as part of the consideration for the rental payment, utility services including electricity, gas, water, heat and such other services as the University deems appropriate.
2. To give the resident advance notice in the event it desires the property to be vacated except when the resident is required to vacate for disciplinary reasons, non-payment of rent and/or reassignment by the University. The University reserves the right to assign or reassign students to living space. In the event the assigned space becomes unlivable for any reason, alternative comparable housing space will be supplied at the University's discretion.
3. To employ trained maintenance personnel to keep the apartment properly maintained.

THE RESIDENT AGREES:

1. **TERM:** To occupy the apartment assigned for the 09-10 academic year described as 8/15/09 – 8/14/10. Exceptions may be made for graduation and internships only when arranged and approved in advance with Housing. Rent begins on the day the keys are checked out from Housing but no later than 8/15/09.
2. **ELIGIBILITY:** Resident or spouse must be a full-time, enrolled student at Ferris State University ("University") during the term of this contract. Undergraduate students must enroll for and maintain a minimum of 12 credit hours, and graduate students must enroll for and maintain a minimum of nine (9) credit hours each semester. Resident is not required to enroll for the summer semester, but must register for the following fall semester by June 1 to remain in the apartment, and continue to pay rent through the summer months. Please note; students not enrolled for summer credit hours are not eligible to receive any type of financial aid, therefore, rent is fully the resident's responsibility. Resident must be registered for spring semester prior to November 30 to remain in the apartment after fall semester. Residents are expected to achieve academic progress to remain in the University apartments.

Students who will not be enrolled in summer classes may terminate their lease at the end of the spring semester when students provide 45 days advance notice per use of the "Vacate Notice" available in the Housing Office.

Students who will not be enrolled in summer classes but who wish to occupy the same apartment for the following academic year may have the option of utilizing "summer storage" based on availability. "Summer storage" can only be arranged in advance with Housing prior to March 26, 2010.

Students who do not occupy the apartment for summer and do not pay rent for the apartment during summer months may not have the option of returning to the same apartment in subsequent academic years.

Termination of residency shall **only occur** at the end of a semester. Resident shall provide the University with 45 days written notice of intent to vacate when graduating, going on internship, or leaving school. Residents must vacate the apartment in accordance with the vacate date below.

	Fall	Spring	Summer
Notice Due	11/06/09	3/26/10	6/30/10
Vacate Date	12/21/09	5/10/10	8/14/10

Residents who fail to register for classes and vacate after the designated vacate date will be charged 45 days rent and will forfeit their Contract Guarantee. Residents who withdraw from classes during the term shall vacate the apartment within one week after their withdrawal, and will forfeit their Contract Guarantee. Rent will continue until all keys have been returned to Housing.

3. **FAMILY DEFINED:** (A) Husband and wife or (B) husband, wife and no more than four (4)* children; or (C) single/divorced parent with no more than four (4) * children.
*Children are defined as one or more individuals (who have not attained the age of 18 years) being domiciled with (1) a parent or another person who having legal custody of such individual or individuals; (2) the designee of such parent or other person having such custody, with written permission of such parent or other person. Resident must provide the University with legal documentation to substantiate above eligibility. Families with four (4) children may occupy no less than a three bedroom apartment. All adult residents in the apartment will be subject to a criminal background check. Resident must notify the University in writing if a resident living with the resident is convicted of, pleads no contest to, or enters a guilty plea to a felony or misdemeanor during the term of this contract. The University may in its sole discretion, evict any resident it deems a risk to the health, safety, or welfare of its residents. No other persons may reside in the apartment.
4. **RESPONSIBILITY:** To note all previous/existing damages in the apartment upon check-in on the apartment inventory (condition form). To maintain said premises, including yard and courtyard, in good condition. The resident shall keep the porch clear of snow and ice. The resident agrees that all replacements and repairs shall be made by the University, including painting, and the resident shall pay for such replacements or repairs if such are required due to anything other than ordinary wear and tear.

Resident shall not make any alterations or modifications to the premises nor remove fixtures or equipment without written permission from Housing, nor shall the resident hang pictures, shelves, hooks, or other items on the walls, ceilings, doors, etc., in any manner.

Resident shall permit University employees to enter the premises in an emergency or at all reasonable times to inspect or repair property and equipment. Resident shall permit University employees to enter their premises to conduct health and safety inspections. Resident shall report promptly to Housing all structural, mechanical or other equipment, which needs repair or attention.

Residents shall read and comply with the University's Code of Student Community Standards, Apartment Living Guide, and the Telephone Operations regulations regarding the use of the University telephone. Information may be found on the University website at www.Ferris.edu.

- 5. RENT:** Apartment rent is billed by the semester. Each semester is figured by the number of days in the semester, multiplied by the per day rate. Non-payment of rent may result in immediate eviction. Rent includes all utilities, local telephone, cable television, washer and dryer, data connectivity and a programming fee. The University reserves the right to impose rental rate changes.

2009-10 rental rates are reflected below;

TWO BEDROOM/per year	\$10,536
THREE BEDROOM/per year	\$11,769

- 6. PAYMENT:** The full semester rent is due by the first billing date of each semester period (consult the Business Office for exact dates) unless resident selects a payment plan. The payment plan consists of three payments: the first payment is 50% of the full semester rent due before classes begin; the second and third payments are each 25% of the full semester rent due in the consecutive two months following the month of the first payment. Each resident is responsible for signing this contract and for payment of the rent. If resident receives financial aid, 100% of tuition, fees and rent charges for the semester will be paid before a refund is issued. If the spouse with the rent charge on their account does not have enough financial aid to pay the full semester charges, any excess financial aid from the other spouse will be transferred for any apartment charges.
- 7. RENT REFUNDS:** When a University Apartment contract is officially terminated by withdrawal from classes, the rent refund will be figured according to the University's Refund Policy and the Federal Title IV Refund Policy. When the contract is terminated due to reasons other than withdrawal from classes, the refund, if applicable, will be figured on a prorated basis. Updated schedules are available at the Financial Aid Office and the Business Office.
- 8. STORAGE:** Residents must keep all areas outside the apartment clean and free of all articles including the grounds. Basements must be kept in an orderly fashion. Resident shall permit nothing to be done on the premises, or bring or take anything therein which will in any way increase the fire risk, or in any way conflict with the rules and ordinances of the local fire department. Residents shall keep items at least 4 feet from furnace and water heater. Resident shall not store combustible or flammable materials within the premises, such as propane gas, or any type of gasoline engine. **BASEMENTS MAY NOT TO BE USED AS A BEDROOM.**
- 9. ABANDONED PROPERTY:** If the resident vacates or abandons the apartment and leaves any personal property in the unit, such property shall be deemed abandoned by the resident and may be removed from the unit and disposed of by the University. The University may, space permitting, elect to store such property at the resident's expense (\$400 minimum) for 30 days after the personal property is abandoned. Resident consents to the sale or disposition of such property by the University at the University's discretion.
- 10. LIABILITY:** To indemnify, defend, and hold harmless the University, its employees, officers, contractors and Board of Trustees, from and against any and all claims, demands, charges, costs, attorneys' fees, and liabilities for or related to any loss, damage to property, or injury or other casualty to person or property, caused by resident, resident's family or guests. Insurance carried by the University on all housing apartments covers only the buildings and contents which belong to the University. The University's coverage does not cover the personal belongings of the resident.
THE UNIVERSITY ADVISES ALL RESIDENTS TO CARRY PERSONAL PROPERTY INSURANCE. The University is not liable for water damage, power outages, etc. Residents will be informed of planned outages whenever possible.
- 11. OTHER:** The University reserves the right to develop other policies deemed necessary and appropriate for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all residents, which shall become a part of this contract.
- 12. DEFAULT:** A resident's failure to occupy the premises by the first day of classes shall be construed as a default of this contract, unless arrangements for late arrival have been made with Housing in advance. Resident, if enrolled for classes, will be responsible for paying rent. The Contract Guarantee will be forfeited.
- 13. BREACH:** A breach by resident of any term or condition in this contract may result in the resident's eviction. Additionally, if a resident is dishonest on any application or other documents related to this contract, such dishonesty shall constitute a material breach of this contract.
- 14. DEPOSIT:** The Contract Guarantee will be forfeited if a resident fails to provide a 45 days written notice (see paragraph 2 above) or if the resident fails to meet any provisions of this contract. A refunded Contract Guarantee shall be used to pay for the repair of

damage to, or the cleaning of, the leased premises due to damage beyond normal wear and tear. The balance, if any, shall be refunded to the resident, provided no other amounts are due to the University from the resident.

- 15. **DAMAGES:** Residents are responsible for completing the check-in procedure with apartment staff by noting the condition of the entire apartment on the apartment inventory sheet. It is the responsibility of the resident, rather than the apartment staff, to note all previous damages to the living unit on the sheet. Upon check out, the apartment staff will utilize the apartment inventory sheet to note any damages for which the cost of repair will be billed to the residents.
- 16. **APARTMENT POLICIES:** Refer to the **Code of Student Community Standards (Student Handbook)** at www.ferris.edu, and other relevant Apartment policies under **General University Apartment Policies**, <http://www.ferris.edu/htmls/studentlife/reslife>.

I have read the terms and conditions of this contract and agree to the provisions therein:

SIGNATURE OF RESIDENT DATE

SIGNATURE OF CO-RESIDENT DATE