

**FYI: Major summer road construction will take place on Ives & South Campus Drive in front of East Campus Suites from May 15<sup>th</sup> – September, 2019.**

**SUMMER 2019  
FERRIS STATE UNIVERSITY  
EAST CAMPUS SUITES CONTRACT**

Ferris State University (“University”) does not discriminate against any person based on age, race, color, religion, sex, sexual orientation, national origin, disability, familial status, or veteran status. Inquiries or complaints may be addressed to the Director of Equal Opportunity at Ferris State University, 120 East Cedar Street—McKessy House, Big Rapids, Michigan 49307 or call (231) 591-2152. If you have a disability and need assistance, contact the Office of Housing and Residence Life at (231) 591-3745.

This is your contract for residency in the Ferris State University East Campus Suites during the Summer 2019 semester. Please read it thoroughly and familiarize yourself with its contents. Please do not sign this contract until you are fully familiar with all terms and conditions and are prepared to meet the financial obligations. Knowledge of and compliance with the information in this contract is each resident’s responsibility.

This Contract outlines the terms and conditions to which you (“Resident”) agree. Residents cannot alter terms of the Contract by written request or otherwise. Your agreement to abide by these terms is demonstrated by both your electronic signature as well as by your choice to attend Ferris State University. Your electronic signature is equally as binding as a manual signature on paper. This agreement is binding for the **entire Summer 2019** semester.

**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 payment of charges, utility services including electricity, gas, water, heat and such other services as the University deems appropriate. Note: Specific assignments are not guaranteed and are subject to change at the discretion of the University.
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 charges and/or reassignment by the University. The University reserves the right to assign or reassign resident to living space without advance notice, however, advance notice will be provided whenever possible. In the event the assigned space becomes unlivable for any reason, alternative comparable housing space will be supplied at the University’s discretion without refund of payment or similar consideration.

**THE RESIDENT AGREES:**

**ELIGIBILITY:** Space in University Housing will be assigned for the resident only after the completion of this contract and payment of contract guarantee. The University suites are generally available to new and current residents who are or will be age 19 (and over) prior to September 1, 2018. The resident must be enrolled for the term of this contract. Requests for exceptions should be directed to the Office of Housing and Residence Life.

**ASSIGNMENTS:** Assignments are made only after the resident has fulfilled all requirements for admission to the University and is enrolled. The electronic signature on this contract and the required \$200 contract guarantee constitutes acceptance by the resident of all regulations pertaining to suites and the University. It does not however; guarantee that a resident will be assigned to a specific suite. Residents contracted for the East Campus Suites during the 2018-2019 academic year, and signing this contract for Summer 2019 may not be able to remain in their 2018-2019 academic year assignment. Please note that resident may be required to relocate to consolidate and maximize occupancy. **In all cases, final determination of suite assignments rests with the University.**

**CONTRACT GUARANTEE:** Resident agrees to submit a \$200 contract guarantee at the time of electronically signing the East Campus Suites contract.

**Forfeiture:** The contract guarantee is forfeited whenever a resident fails to fulfill the terms and conditions of the East Campus Suites contract, including, but not limited to when the resident: A) is a no-show; B) withdraws from the University; and/or C) leaves their assigned suite/bedroom including departure due to disciplinary action.

**Refund:** The \$200 contract guarantee will be refunded (applied to the student account): A) when the academic year has ended and the resident fulfills all the terms of the East Campus Suites contract, if the resident has not signed a new contract for the following academic year; or B) upon graduation. Refund will be applied to any outstanding charges on the student account before a refund is issued.

**OCCUPANCY:** The suites shall accommodate no more than one resident per bedroom for a total of 4 residents in a 4 bedroom suite and 2 residents in a 2 bedroom suite. Each suite must remain same gender.

**TERM:** Resident agrees to occupy the assigned suite/bedroom for the Summer 2019 semester described as 5/19/2019 – 8/15/2019. Residents wishing to remain in the same suite and/or room for subsequent semesters must contract with the Office of Housing and

Residence Life at the designated times. Failure to re-contract by the posted dates may result in loss of privilege to return to the same room/suite. Residents contracting for the following fall but not summer may be reassigned for the fall semester as deemed necessary by the Office of Housing and Residence Life. **In all cases, final determination of suite assignments rests with the University.**

**CHARGES:** Charges are billed by the semester. Non-payment of charges may result in immediate eviction. Ferris State University rates are subject to change without notice at the discretion of the Board of Trustees. The Office of Housing and Residence Life continuously strives to keep costs as low as possible:

Summer per resident charge in 4-bedroom suite: \$690 (equivalent to \$230 per month)

Summer per resident charge in 2-bedroom suite: \$850 (equivalent to \$283 per month)

**PAYMENT:** The full semester charges are due by the first billing date of each semester (consult the University Business Office for exact dates) unless resident arranges for a payment plan through the University Business Office regardless of actual date of occupancy.

**DEFAULT:** Resident's failure to occupy the assigned suite/bedroom by the first day of classes shall be construed as a default of this contract, unless arrangements for late arrival have been made in advance with the Office of Housing and Residence Life. Resident, if enrolled for classes, will be responsible for paying charges. The contract guarantee will be forfeited.

**REGULATIONS:** Resident agrees to abide by all federal, state and local laws, ordinances and regulations. Resident further agrees to abide by all rules and regulations enacted by the University as published, including but not limited to the Code of Student Community Standards at [www.ferris.edu/HTMLS/administration/studentaffairs/studenthandbook/](http://www.ferris.edu/HTMLS/administration/studentaffairs/studenthandbook/). The University reserves the right to develop other policies deemed necessary and appropriate for the safety, care and cleanliness of the suites, and for securing the comfort and convenience of all residents.

**LOFTS:** Lofts, platforms or other such structures are not allowed in East Campus Suites. The suites are furnished with beds that adjust from floor to "loft" height.

**SMOKING POLICY:** The East Campus Suites are a smoke free environment. All University on campus living spaces, including East Campus Suites, are smoke free.

**WALLS AND SURFACES:** The Office of Housing and Residence Life does not permit any material to be used on walls or surfaces that could mar or puncture surfaces. Resident will be held financially responsible for tack holes in walls, adhesives/adhesive residue and/or any other damage to surfaces.

**FURNISHINGS:** The assigned suite/bedroom is provided to resident in a furnished condition. Resident agrees to treat all appliances, furnishings and furniture in the assigned suite/bedroom with care, and to promptly report any damage or malfunction to Housing and Residence Life staff. Resident is financially responsible for restoration or replacement of any change to the condition of University furniture and furnishings. All University furniture must remain in the assigned suite/bedroom.

**INSPECTION AND RIGHT OF ENTRY:** Resident agrees to permit the University immediate access to the assigned suite/bedroom for inspection and all other lawful purposes, including repairs, scheduled health and safety inspection, cleaning of any vacated space, delivery of official University notifications, emergencies, etc.

**DAMAGES:** Resident will note all previous/existing damages in the assigned suite/bedroom upon check-in on the suite inventory form (condition form). Resident will maintain assigned suite/bedroom, in good condition. Resident agrees that all replacements and repairs shall be made by the University, including painting, and 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 suite/bedroom, remove fixtures or equipment, nor hang pictures, shelves, hooks, or other items on the walls, ceilings, doors, etc., in any manner. Resident may not install or affix any appliance, etc., inside or outside the building that creates damage to University property or alter the function of the building and its systems, including antennas, satellite dish, etc. Screens must remain closed at all times. Resident is liable for actual damage to the assigned suite/bedroom or any building, including furniture, appliances, and equipment, and for maintaining the suite in a safe and sanitary manner. In the event of such damage, if individual responsibility cannot be determined, the University will hold each resident of a suite jointly and severally liable for damage charges, and resident will be billed accordingly. Resident must properly checkout of the apartment to avoid administrative charges for improper checkout. A "proper checkout" consists of scheduling an appointment with the East Campus Suites staff at least 24 hours in advance. An improper checkout occurs upon failure to meet these terms, which include an improper checkout fee of at least \$50.00. Upon checkout, the staff will utilize the suite inventory form to note any damages for which the cost of repair will be billed to the resident.

**STORAGE:** Resident must keep all areas outside the assigned suite/bedroom clean and free of all articles. Resident shall permit nothing to be done, or bring or take in anything which will in any way increase the fire risk, including excessive furniture or personal belongings as determined by the University or in any way conflict with the rules and ordinances of the local fire department/code. Resident shall not store items in the hallway or common areas of any building. Resident shall not store combustible or flammable materials such as propane gas, any type of combustible engine, etc. anywhere within the assigned suite/bedroom or building.

**SOLICITING:** Solicitation is not allowed. Resident shall not solicit nor give solicitors or salespeople access to the assigned suite or building, or participate in organized business or private enterprise (including e-business) from the assigned suite or building.

**LIABILITY & INSURANCE:** Resident agrees 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 suites 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 asks all residents to secure valuables and lock their doors at all times. The University is not liable in any circumstance for the following: loss of money, "Bulldog ID Cards" (Student ID Cards), laundry cards, valuables, telephone authorization codes, or long-distance telephone calls fraudulently billed to an authorization code, to the loss of, or damage to, resident's property, or personal injury sustained on premises. The University encourages resident to contact an insurance carrier for personal property coverage (i.e. renter's insurance) including, but not limited to, theft, and water damage and power outage. Please note: Laundry Cards should be treated like cash. Lost or stolen cards will result in the resident needing to purchase a new card and revalue it at their own expense.

**ASSUMPTION OF RISK, CONSENT AND RELEASE:** Resident acknowledges opportunities throughout the school year to participate in a variety of extracurricular activities and events not required as part of the student academic curriculum, including, but not limited to the following: using fitness facilities, housing facilities, equipment, attending and/or participating in athletic events; educational, recreational, and social activities and programs that occur in housing units, and on or off-campus property; consumption and/or participation in the distribution or selling of food and/or beverages by students, student organizations, and/or non-University individuals; and travel to and from participation in events, conferences, and other activities on and off campus. As a resident and student, you recognize that your participation in such extracurricular activities may involve physical exertion and/or actions or omissions which could cause or result in injuries and/or health problems; contact with a variety of individuals, including non-University persons; risk of loss or damage to property; inconvenience and discomfort; exposure to circumstances and presence in locations with no supervision or protection; and other risks inherent in the particular activity or event in which you may be participating. In consideration of being permitted to utilize these facilities and equipment, and to participate in the activities and events available to our students, signing this contract means that; 1.) You understand the above risks may occur and you assume all risks inherent in and which arise from your participation in travel, activity, and connected activities and other consequences or events that occur in conjunction with such extracurricular activities or events. 2.) To the fullest extent permitted on behalf of you and your heirs, assigns and all others, by law, you knowingly and intentionally release and waive any and all claims of whatsoever kind or nature against Ferris State University, its Board of Trustees, president, officers, employees, advisors, agents, and representatives which may arise out of your participation in these activities and events, including, but not limited to acts, omissions, or negligence of other students, advisors, and other individuals or organizations except for the University's gross or willful and wanton misconduct. 3.) You further agree to be responsible for your own safety, well-being, and conduct, and that neither Ferris State University, its board, president, officers, employees, agents, nor representatives will be liable or responsible if you suffer bodily injury, property damage, personal injury, death, and/or other damages or losses, except if caused by their gross negligence or willful misconduct. 4.) You also understand and agree you are solely responsible and assume all risk for damage, loss or theft of personal belongings (equipment, cameras, keys, jewelry, clothes, etc.) brought with you when participation in and traveling to and from such activities or events. Ferris State University is not responsible for these personal items and they are not covered by Ferris State University's insurance coverage. 5.) You also authorize being appropriately transported to a medical facility for treatment in the event of an emergency, and consent to emergency medical treatment being administered to you in the event that you are unable (or your parent or guardian, if applicable, cannot be reached) to authorize treatment. Housing & Residence Life personnel are not authorized to provide transportation services as part of their prescribed responsibilities in a medical situation. 6.) You recognize that you may appear in photographs, video tapes, recordings, motion pictures and other records of the extracurricular activities or events in which you participate, and you consent to Ferris State University using, at its discretion, such photographs, video tapes, motion pictures, recordings, and other recordings in which you may appear unless you inform the photographer that you do not wish to be filmed. You also understand that Ferris State University cannot control filming between students.

**EMERGENCY CONTACT INFORMATION:** Resident must identify to the University via your MyFSU account under personal information a person or persons to be contacted in case of an emergency. By signing this contract, you are acknowledging that, notwithstanding the confidential relationship existing between you and the University, you understand and agree that the University may contact the person(s) you have identified, and/or your parents or legal guardian(s), in the event that the University determines that your health, safety and/or welfare may be at risk. Please note that the University does not monitor individual student behavior.

**ABANDONED PROPERTY:** If resident vacates or abandons a suite/bedroom and leaves any personal property in the suite/bedroom, such property shall be deemed abandoned by resident. Abandoned property may be removed from the suite/bedroom and immediately disposed of by the University. The University may, space permitting and at its sole discretion, elect to remove and/or store such property at the resident's expense for up to 7 days. Handling fees will be charged at an hourly labor rate and storage fees will be assessed at a rate of \$15.00 per day. Resident consents to the sale or disposition of such property at the University's discretion without legal liability.

**SEVERABILITY:** Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

By submitting your signature, you are entering into this binding Contract. Your electronic signature is equally as binding as a manual signature on paper. You may print or save a copy of this Contract from the Office of Housing and Residence Life [website](#).

Student Name: \_\_\_\_\_  
(Print)

Student ID: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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