

**NOTE: Double
furniture will not be
removed if a single
room is chosen**

**SUMMER 2019
FERRIS STATE UNIVERSITY
HOUSING AND DINING 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 (“University”) Residence Halls during the entire Summer 2019 semester. This is not a contract for University Apartments or the East Campus Suites. Please read it thoroughly and familiarize yourself with its contents. Please do not sign the 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 RESIDENT AGREES:

DATE OF OCCUPANCY

Summer residence hall rooms will be available for occupancy from May 19, 2019 through August 15, 2019 as posted. Charges begin with the onset of the session(s) for which resident is enrolled and continue through date of proper checkout. Residents permitted early arrival begin additional prorated daily charges on the day of occupancy leading up to date of regular charges. Residents may be permitted to reside in the residence halls before, between, and/or after short sessions begin and end so long as they are enrolled, maintain behavioral expectations, and pay the associated charges. Residents may not remain in the residence halls after August 15, 2019. Subletting is not permitted. Summer residence hall occupancy does not include a meal plan, but an optional meal plan is available.

CONTRACT GUARANTEE

\$200 contract guarantee

The \$200 is a contract guarantee and must be submitted at the time of electronically signing this Housing & Dining Contract. The University retains the contract guarantee of \$200 as long as the resident remains in University housing. It is not used as a payment for room and meals.

\$200 contract guarantee refund

The \$200 contract guarantee is refunded (applied to the resident’s account) when the resident fulfills all the terms of the Housing & Dining Contract.

\$200 contract guarantee forfeiture

The \$200 contract guarantee is forfeited whenever a resident fails to fulfill the terms and conditions of the Housing & Dining Contract. This includes withdrawing from classes.

ASSIGNMENTS

Ferris State University does not discriminate on race, color, religion, sex, national origin, disability or familial status. Further, the Office of Housing and Residence Life does not discriminate on the basis of sexual orientation. Room assignments are placed only after the Housing & Dining Contract is electronically signed and \$200 contract guarantee received. In all cases, final determination of room assignments, including changes to room assignments, rest with the University. Room assignments will be held through the first day of classes for the session enrolled. Summer assignments are made by the Office of Housing and Residence Life and can be found, when completed, by logging into your MyHousing account via MyFSU.

PAYMENTS

By electronically signing this contract, the resident agrees to make payment(s) according to the University’s payment schedule. Residents who owe past due balances to the University may not be able to register for classes and may not be eligible to receive a hall/room assignment. Please direct any questions regarding credit balance, refunds, or your University statements to the Ferris State University Timme Center for Student Services.

HOUSING & DINING RATES

The Ferris State University room and board rates are subject to change without notice at the discretion of the Board of Trustees. View Dining plan descriptions at www.ferris.edu/htmls/residentlife/dining/. We strive to keep costs as low as possible while providing the best housing for Ferris State students.

Summer 2019 Rates:

Summer Initiative Rate:

\$0 for a double room occupancy for residents successfully completing 6 or more summer 2019 semester credits (grades of “I” or “W” do not constitute successful completion of credits).

\$500 for a single room occupancy for residents successfully completing 6 or more summer 2019 semester credits (grades of “I” or “W” do not constitute successful completion of credits).

Regular Rate: \$2,264 for a single room for residents that do not successfully complete at least 6 summer 2019 semester credits. This is equivalent to approximately \$25.73 per day.

Anytime Dining Plan: \$1,479 for an Anytime Dining Plan for the summer. This dining plan is optional.

If at any time during the course of the summer semester the student does not satisfy the requirements of being enrolled in at least six credits hours they will be charged the full regular rate for the entire summer. Residents failing to achieve the grades, credit completion, or any other criteria of the summer initiative will be charged the full regular rate for the entire summer.

ASSUMPTION OF RISK, CONSENT AND RELEASE

All Residents acknowledge 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 participating 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 their 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.

OTHER TERMS OF THE CONTRACT

Insurance and Liability

The University encourages residents to contact an insurance carrier to obtain coverage for personal property (i.e. renter's insurance) including, but not limited to theft, water damage and power outage. Ferris State University is not liable in any circumstance for lost or stolen personal property, services or use of personal information including loss of money, "Bulldog ID Cards" (Resident ID Cards), laundry cards, valuables, for the loss of, or damage to, any resident's property, or personal injury sustained on premises. Pipes may freeze and break if the window is left open and/or the heat is turned off during cold weather. Residents will be held responsible for any damages which will result from this or any other such negligence.

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.

Residents with Disabilities

Residents with visual, hearing, physical or other challenges should contact the Office of Disability Services to discuss their needs and request an accommodation including utilization of a service dog, special equipment, etc. The University takes great strides to accommodate all reasonable requests. The reasonability of requests is determined by the University.

CONTRACT CANCELLATION

When a Resident is no longer enrolled at the University the following applies to the cancellation process:

1. Withdrawal from classes during a semester. A Resident is not considered formally withdrawn until completing a "Withdrawal Clearance Form" initiated in the Office of Admissions and Records at the Timme Center for Student Services. The date of Resident notification on the withdrawal form will be the official withdrawal date. Residents must move out and properly check out of the residence hall within 48 hours of the withdrawal. The refund of pre-paid room and meals will be calculated according to the University Refund Policy. The \$200 contract guarantee will be forfeited.
 - a. A Resident who withdraws from the University must vacate the residence halls and cease accessing Dining Services through a resident meal plan within 48 hours of withdrawal. Failure to do so will result in the Resident being held personally liable for all continuing housing and dining charges beyond the Resident's withdrawal date. Residents who fail to properly check out and move out within the 48-hour period may be subject to removal through legal/administrative action. (See Residence Hall Checkouts)
2. Medical Withdrawals: The refund of pre-paid room and meals will be calculated according to the University Refund Policy. The \$200 contract guarantee will be refunded.
3. Administrative Withdrawal: Residents who are required to separate from the University as a result of inappropriate conduct will not be eligible for a refund of tuition, fees, room or meals. The \$200 contract guarantee will be forfeited.

TERMINATION OF THE HOUSING AND DINING CONTRACT

The University may terminate this Contract and take possession of the room at any time for violation of any regulations or provisions herein, violation of other rules and regulations of the University, for crisis or health reasons, or when the Resident is no longer enrolled as a full time student. The University reserves the right to summarily suspend on-campus living and visitation privileges without refund and take immediate possession of the room of any resident upon determination that the Resident's continued presence in or access to the residence hall(s) may pose a threat to the safety and/or well-being of the Resident and/or other members of the University community. The University may take possession of the room within 48 hours after the Resident's withdrawal from school or termination of this Contract by the University. In the event a room must be repaired requiring a Resident to vacate, the University will supply alternative, comparable housing or the Resident may be entitled to a pro-rated adjustment of charge for the period during which the room is not occupied, at the discretion of the University. A prorated adjustment in charges will not occur in the event the damage was caused by the Resident. If the damage cannot be repaired within 60 days, and the Resident is not assigned to another room, this Contract will be terminated.

RESIDENCE HALL CHECKOUTS

A proper checkout occurs when the Resident makes an appointment to check out of the room at a specific, agreed upon time with a Resident Assistant at least 24 hours in advance of the preferred checkout time. Residents must remove all personal belongings, the room and bathroom must be cleaned, and the room must be fully restored to University order. The condition of the room will be checked against the room inventory completed at the time of original occupancy. The Resident returns his/her key, original laundry card, and signs appropriate paperwork at this time. An improper checkout occurs upon failure to meet these terms, which include an improper checkout fee of at least \$50. Additional charges will be assessed for missing key(s) requiring a lock change, missing

originally assigned laundry card, any room damages, missing/damaged room furniture, required cleaning/restoration, etc. In the event of such damage, if individual responsibility cannot be determined, the University will hold each Resident of a room/suite jointly and severally liable for damage charges, and Residents will be billed accordingly. All items must be present at the time of checkout to avoid charges.

Abandoned Property

If the Resident vacates or abandons a room and leaves any personal property in the room, such property shall be deemed abandoned by the Resident. Abandoned property may be removed from the room 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.

The University reserves the right to enter residence hall rooms to conduct safety checks, inspect, maintain, and make repairs in the residence hall rooms and replace furniture or furnishings at any time.

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: _____ Student ID: _____
(Print)

Student Signature: _____ Date: _____