

Note: This is a legally binding contract for the academic year!

Ferris Forward!

**2020-2021
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 2020-2021 academic year. Please read it thoroughly and familiarize yourself with its contents. Please do not (electronically) 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 is a legally binding contract.

This contract outlines the terms and conditions to which you agree. Residents cannot alter any 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 your choice to attend Ferris State University. Your electronic signature is equally as binding as a manual signature on paper. This contract is binding for the entire 2020-2021 academic year (Fall and Spring semesters). Students must be enrolled at the University to reside in the East Campus Suites.

TERMS AND CONDITIONS

Definitions: “Resident” – is an enrolled Ferris State University student.

FERRIS STATE UNIVERSITY (“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 (requiring relocation) at the discretion of the University. In all cases, final determination of housing assignments rests with 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.
3. To employ maintenance personnel to keep the suites properly maintained.

THE RESIDENT AGREES:

1. **ELIGIBILITY:** Resident must be an enrolled student at Ferris State University during the term of this Contract, and 19 years of age by September 1, 2020 or have completed two full academic semesters. Requests for exceptions should be directed to the Office of Housing and Residence Life. 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. Resident must achieve academic progress year to year to maintain annual eligibility for residency in the University apartments. The University reserves the right to refuse or cancel re-contracting to students who fail to maintain academic progress.

Resident initiated termination of residency during the term of this Contract shall only occur at the end of a semester and only when not enrolled in subsequent semester(s) of the term. Resident shall provide the University with 45 days written notice through MY Housing > Contracts > “Student Intention Survey” when graduating, going on internship, or leaving school as outlined below. With approval for early Contract termination, residents must vacate the suite in accordance with the vacate dates below.

Semester **Fall**
Notice Due 11/04/2020
Vacate Date 12/19/2020

If a resident fails to register for classes and/or vacates after the designated vacate date, resident will be charged 45 days suite charges and will forfeit their \$200 Contract Guarantee. A resident who withdraws from classes during a semester shall vacate the suite no later than 5 days after their withdrawal and will forfeit their Contract Guarantee. Suite charges will continue until all keys have been returned to the Office of Housing & Residence Life. Failure to return the key may result in extended charges for occupancy as well as for replacing the locks associated with the suite.

2. **TERM:** Resident agrees to occupy the assigned suite/bedroom for the 2020-2021 academic year described as 8/27/20 – 5/8/21. Exceptions may be made for graduation and internships only when arranged and approved in advance with the Office of Housing and Residence Life. Residents wishing to remain in the same suite and/or bedroom for summer and 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 suite/bedroom. 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.** Subletting is not permitted.

3. **CONTRACT GUARANTEE:**
\$200 contract guarantee
The \$200 is a contract guarantee and must be submitted at the time of electronically signing this East Campus Suites 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 East Campus Suites Contract, if the Resident has not signed a new contract for the following academic year, or upon graduation. A refunded contract guarantee shall be applied to the student account and will be applied to the student's outstanding charges before a refund is issued.

\$200 contract guarantee forfeiture
The \$200 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; within seven days after the start of the semester B) withdraws from the University, and/or C) leaves their assigned room due to disciplinary action. New students who cancel their admission, and thus Housing, with Ferris State University after June 1, 2020 will forfeit the \$200 contract guarantee. Returning students who cancel at any time, automatically forfeit the \$200 contract guarantee. The contract guarantee will be forfeited if a resident fails to provide 45 days written notice of intent to vacate at the end of a semester as outlined below, or if the resident fails to meet any other terms of this Contract.

4. **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. 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.**

5. **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.

6. **GUESTS:** Persons not identified as residents or residents' guests may be considered trespassers at the University's discretion. Any particular guest is only allowed to stay a total of 10 days per semester. Any visitor staying for more than 2 days in a row must be approved by the ECS. Resident must fill out Extended Visitor Form.

7. **RESIDENT RESPONSIBILITY:** To note all previous/existing damages in the apartment upon check-in on the suite room condition inventory (RCI). The resident agrees that all replacements and repairs shall be made by the University, including painting, and the resident shall pay University rates for such replacements or repairs if such are required due to anything other than ordinary wear and tear. Residents shall not make any alterations or modifications to the premises nor remove or install fixtures or equipment, nor shall the residents hang pictures, lights, shelves, hooks, or other items on the walls, ceilings, doors, etc., in any manner.

Residents shall permit University employees to enter the premises in an emergency or at all reasonable times to inspect or repair property and equipment. Residents shall permit University employees to enter their premises to conduct health and safety inspections. Residents shall promptly report to the East Campus Suites office 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. Information may be found on the University website at www.ferris.edu.

8. **ILLEGAL DRUG USE:** Residents must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances in or around the premises. When aware of a violation of this provision, University will file a formal police report. University may recover possession of the premises by summary proceedings when resident holds over the premises for 24 hours after service of a written demand for possession for termination of this Contract under this provision.
9. **HOUSING RATES:** The Ferris State University room and board rates are subject to change without notice at the discretion of the Board of Trustees. The University strives to keep costs as low as possible while providing the best housing for Ferris State University students. Charges are billed by the semester. Non-payment of Housing charges may result in immediate eviction. Housing charges include all utilities, cable television, laundry, data connectivity and a programming fee.

EAST CAMPUS SUITES

Academic year per resident charge in 4-bedroom suite: \$6,267

Academic year per resident charge in 2-bedroom suite: \$8,418

Summer is optional at an additional cost.

Residents permitted early arrival and/or late checkout during the academic year will be charged an additional prorated daily room charge.

10. **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 an assignment. Please direct any questions regarding credit balance, refunds or your University statements to the Ferris State University Timme Center for Student Services.
11. **RECONTRACTING:** Failure to re-contract for your suite during the specified period may result in the loss of the suite for the next contract year. All un-contracted spaces are made available to all other eligible students for the 2021-2022 academic year after the posted returning contract deadline for current residents.
12. **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.
13. **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.

14. 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.

15. 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.

16. INSURANCE & LIABILITY: 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, 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.

17. **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.
18. **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. Solicitation is not allowed. Residents shall not solicit nor give solicitors or salespeople access to the apartment or building, or participate in organized business or private enterprise (including e-business) from the assigned suite or building.
19. **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 all suite charges. The contract guarantee will be forfeited.
20. **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/. 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.
21. **BREACH:** A breach by residents of any term or condition in this Contract may result in the resident's immediate eviction. Additionally, if residents are dishonest on any application or other documents related to this Contract, such dishonesty shall constitute a material breach of this Contract and be subject to eviction and referral to the Office of Student Conduct.
22. **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 suite 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. 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. Upon final billing the resident has 30 days to dispute any charges with the Office of Housing & Residence Life.
23. **REFUNDS OF CHARGES:** When an East Campus Suites Contract is officially terminated, the refund of suite charges, if applicable, will be calculated according to the University's Refund Policy. Updated schedules are available at the University's Office of Financial Aid and Business Office. Refunds are not provided during the final two weeks of a semester nor through semester break periods.
24. **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.
25. **SMOKING POLICY:** The East Campus Suites are a smoke free environment. All University on campus living spaces, including East Campus Suites, are smoke free.

26. **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.
27. **DISABILITIES:** Residents with visual, hearing, physical or other challenges should contract the Educational Counseling and Disability Services at 231-591-3057 to discuss their needs and request an accommodation including utilization of a special equipment, etc. The University takes great strides to accommodate all reasonable requests. The reasonability of requests is determined by the University.
28. **SOLICITING:** Solicitation is not allowed. Resident shall not solicit nor give solicitors or salespeople access to the assigned building, or participate in organized business or private enterprise (including e-business) from the assigned building.

POLICIES: Residents are responsible for reading and knowing the policies and procedures pertaining to residency in University Housing. Refer to the **Code of Student Community Standards (Student Handbook)** at www.ferris.edu.

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: _____

