

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

2022-2023
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 2022-2023 academic year (fall 2022 and spring 2023 semesters). 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 is a legally binding contract.

Ferris State University policy requires all single students to live in University residence halls for two full academic semesters, unless they have reached the age of 19 prior to September 1, 2022, or plan to continue living in the permanent home with parents, and the home is within 50 road miles of the University.

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 Contract is binding for the entire 2022-2023 academic year (both fall and spring semesters). Residents must be enrolled at the University with a minimum of six credit hours and making academic progress to reside in the residence halls. Requests for exceptions should be directed to the Office of Housing and Residence Life.

1. CONTRACT GUARANTEE:

\$200 contract guarantee

The \$200 is a contract guarantee and must be submitted at the time of electronically signing this Housing and 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 and Dining Contract, if the Resident has not signed a new contract for the following academic year, or upon graduation.

\$200 contract guarantee forfeiture

The \$200 contract guarantee is forfeited whenever a Resident fails to fulfill the terms and conditions of the Housing and Dining 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 room due to disciplinary action. New students who cancel their admission, and thus Housing, with Ferris State University after June 1, 2022 will forfeit the \$200 contract guarantee. Returning students who cancel at any time, automatically forfeit the \$200 contract guarantee.

- 2. ASSIGNMENTS:** Residents generally self-select residence hall room (“room”) assignments based on room availability at the given time of their housing room selection. Room selection assignments are generally based on longevity with the University or special circumstances as determined by the Office of Housing and Residence Life. Rooms are available for selection only after the Housing and Dining Contract is electronically signed and \$200 contract guarantee received. Room assignments are generally maintained through the first day of classes. In all cases, final determination of room assignments, including changes to room assignments, rest with the University. It is not possible to honor all assignment requests; however, every attempt is made to do so. Residents have the opportunity to request themed living environments as well as those with whom they would like to share living accommodations. Ferris State University makes every effort to accommodate such requests whenever possible. It may be necessary for the University to make a temporary assignment in certain circumstances until a permanent assignment can be made including assigning a temporary or permanent roommate to previously designated single rooms. Room assignments can be found by logging into your MyFSU MyHousing account. Room and board charges are based on normal room occupancy (2 residents per room, 3 residents per suite in Cramer); therefore, the University reserves the right to reassign residents who are without

roommates. Residents periodically find themselves in an under-assigned room with one or more empty bed(s). To be fair to all residents, such residents must choose between:

1. Paying for a single room,
2. Finding a new roommate,
3. Consolidating with someone in similar circumstances, or
4. If offered by the Office of Housing and Residence Life as an option, remaining in the room under the agreement and understanding of leaving half the room readily available to accept a new roommate, with or without advance notice, at the discretion of the University. Failure to accommodate an immediate roommate may result in the assessment of single room charges. Please see the Office of Housing and Residence Life consolidation policy for more information: www.ferris.edu/htmls/administration/StudentAffairs/Studenthandbook.

Please be advised that residents assigned to a single room may be assigned a roommate in instances where most rooms in the residence halls are full and there are residents needing placement. Additional single room charges shall be waived during periods of double occupancy except when single room charges were not originally charged or were waived as part of an incentive program.

Students that have signed a contract, yet have not selected a room through MyHousing, will be automatically assigned a room by housing staff. These assignments may not account for student requests; therefore, students are encouraged to select their room as soon as they are eligible after signing their contract.

3. **HEALTH AND SAFETY EMERGENCY:** If prior to or during the term of this Contract the Center for Disease Control and/or the Michigan Department of Health & Human Services, or District Health Department #10 indicate there is a health emergency due to an epidemic/pandemic the University will enforce Addendum A as an essential term of this Contract.
4. **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.
5. **HOUSING AND DINING 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.

2022-2023 Residence Hall Rates:

- **Double Room** (2 Residents per room, 3 Residents per suite in Cramer)
Per semester rate per person \$2,725
- **North Hall Double Room** (2 Residents per room)
Per semester rate per person \$3200
- **Single Room** (1 Resident per room, 2 Residents in Cramer Suites)
(Single room availability is dependent on availability at the time of room selection.)
Per semester rate per person \$3,600

2022-2023 Meal Plan Rates:

Crimson Anytime Meal Plan Per semester rate \$2,409	14 Traditional Meal Plan Per semester rate \$2,206
Gold Anytime Meal Plan Per semester rate \$2,568	Platinum Anytime Meal Plan Per semester rate \$2,755

Please note Residential Anytime Dining Plans are mandatory for residents born on or after September 1, 2003, or for residents who have not lived in University residence halls for two full academic semesters. Residents that are required to have a meal plan, but do not select a meal plan via their My Housing, will automatically be assigned a 'Gold Anytime Meal Plan'. Residents born prior to September 1, 2003, residents who have lived in University residence halls for two full academic semesters, or residents whose permanent home is within 50 road miles of the University, may choose from any of the meal plans offered by Dining Services or opt out of a dining plan altogether. View dining plan descriptions at www.ferris.edu/dining.

Stay On Incentives:

Residents who are or will be age 19 prior to September 1, 2022, have lived in University residence halls for two full academic semesters, or whose permanent home is within 50 road miles of the University, are eligible for the "Stay On Incentives".

Single Room-Stay on Rates:

Residents qualifying for the Stay on Incentive may contract for a single room (based on availability) with no additional single room fee charged above the normal double room rate. The Stay on Incentive 25 rate from for a single room per semester is \$2,700.

Double Room-Stay on Rates:

Residents qualifying for the Stay on Incentive may contract for a double room and receive the Stay on Incentive pricing off the normal double room rate per semester. The Stay on Incentive 25 rate for a double room per semester is \$2044.

These incentives are not available in North Hall, West Campus Apartments, or East Campus Suites or in conjunction with the Residence Life Scholarship. Incentives will be applied to Resident's accounts after verification of eligibility: Residents not meeting eligibility requirements will maintain regular additional single room charges. Residents may contact the Office of Housing and Residence Life for further information at Housing@ferris.edu.

Other rates:

A very limited number of residence halls contain a 2-person 1-bedroom "apartment" or a 1-person 1-bedroom "apartment" available for residents who are or will be age 19 (and over) prior to September 1, 2022. These units contain a kitchen, living room, bedroom, and bathroom; are furnished; and are treated as a residence hall "room" for the purposes of this Contract including move in/out dates and vacating the unit during the breaks when residence halls close. Residents of the residence hall "apartments" may choose from any of the meal plans offered by Dining Services or opt out of a dining plan altogether. This unit's "room only" per semester rate for a 2-person is \$3,138 per resident or per semester rate for 1-person is \$4,415. The Stay on Incentive 25 rate for the 2-person is \$2,354 per resident or per semester rate for 1-person is \$3311.

In addition, there are 60 Studio Suites located in Merrill Hall. These units are two rooms and a bathroom for 1-person that are furnished and contain bedroom furniture, a wardrobe and desk/chair, and are treated as a residence hall "room" for the purposes of this Contract including move in/out dates and vacating the unit during the breaks when residence halls close. The single "room" rate per semester is \$4,500. The Stay on Incentive 25 rate is \$3,375 per semester.

Residents may contact the Office of Housing and Residence Life for availability and further information. Residents permitted early arrival and/or late checkout during the academic year will be charged an additional prorated daily room charge and, if applicable, an additional board charge.

6. **ASSUMPTION OF RISK, CONSENT AND RELEASE:** 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.

7. 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.

8. 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.

9. 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.

10. Disabilities

Residents with visual, hearing, physical or other challenges should contact the Office of Housing and Residence Life at 231-591-3745 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 University determines the reasonability of requests.

11. CONTRACT CANCELLATION:

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

1. Academic denial: If a Resident is academically denied to return for the spring semester, he/she needs to properly check out of the residence hall room on the day the halls open for the spring semester. Any Resident checking out after that date will be charged room and meals (including fees) for each day he/she remains checked into the residence hall room. If a Resident has been denied to return spring semester, his/her room assignment and Housing and Dining Contract are cancelled, and the \$200 contract guarantee is forfeited. Upon re-acceptance to the University, the Resident must submit a new Housing and Dining Contract and \$200 contract guarantee. The Resident will then be eligible to receive a new room assignment.

2. 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)

3. 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.
4. Withdrawal from the University at the end of fall semester: If a Resident checks out of the residence hall room at the end of the fall semester following the procedure for a proper check out, he/she will not be charged for the spring semester. The \$200 contract guarantee will be forfeited.
5. 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.

When a Resident is enrolled at the University, the following applies to the cancellation process:

1. Residents who have met the criteria to live off campus for the 2022-2023 academic school year, have electronically signed this Contract and then wish to cancel this Contract will not be permitted to do so.
2. The process to request an exception to contractual obligations may be found online at www.ferris.edu/housing.

12. REFUNDS OF PREPAID ROOM AND MEALS: Under certain circumstances, all or a portion of any payment of a residence hall account may be refundable.

1. In the case of academic denial, a charge will exist only for those days that a room is occupied, or keys are issued for a room. Refunds are based on the date that belongings are removed from the room, the keys are returned to the residence hall staff, and a proper check out is completed through residence hall staff. (See Residence Hall Checkouts)
2. When the Contract is officially terminated as a result of withdrawal from classes, the refund will be calculated according to the University Refund Policy. Updated refund schedules are available at the Office of Financial Aid at the Timme Center for Student Services. Residents must follow the proper check out process. (See Residence Hall Checkouts)
3. When the Contract is officially terminated due to reasons other than withdrawal from classes, the refund will also be calculated according to the University Refund Policy. Residents must follow the proper check out process. (See Residence Hall Checkouts)
4. If a Resident is administratively moved out of the residence halls, the refund will be calculated according to the University Refund Policy.
5. A Resident who is absent from the residence hall for a period greater than seven consecutive days because of illness may make an application to the Director of Dining services for a refund of meals. Medical verification is mandatory.
6. All refunds are applied to the Resident account. Money due to the University is deducted before refunds are issued.
7. There are no housing or dining refunds during the final two weeks of a semester.

13. 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.

14. RESIDENT RESPONSIBILITY: Resident will note all previous/existing damages in the assigned bedroom/suite upon check-in on the Resident Condition Inventory form. Resident will maintain assigned bedroom/suite, 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 bedroom/suite, remove fixtures or equipment, nor hang pictures, shelves, hooks, or other items on the walls, ceilings, doors, etc., in any manner. Screens must always remain closed. Resident is liable for actual damage to the assigned bedroom/suite. In the event of such damage, if individual responsibility cannot be determined, the University will hold each resident of a bedroom/suite jointly and severally liable for damage charges, and resident will be billed accordingly. Resident must properly checkout of the bedroom to avoid administrative charges for improper checkout. A “proper check-out” consists of scheduling an appointment with hall staff 24 hours in advance. An improper checkout occurs upon failure to meet these terms, which include an improper checkout fee of at least \$50. Upon checkout, the staff will utilize the RCI 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.

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.

Residents shall be responsible for knowing and complying with the requirements of this Contract, the policies and procedures pertaining to residency in University Housing, and the University’s Code of Community Standards, including “Section VI: Housing Regulations, Policies & Information” . Refer to the **Code of Student Community Standards (Student Handbook)** at www.ferris.edu.

15. **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.
16. **ABANDONED PROPERTY:** If 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 \$25.00 per day. Resident consents to the sale or disposition of such property at the University's discretion without legal liability.
17. **VACATION/BREAK PERIODS:** Residents must vacate the residence halls during all published vacation/break closure periods unless they are eligible and have specifically contracted in advance for break housing. Residence halls are not accessible to residents during posted break closings and Residents are responsible for their own housing and meals during break periods. During breaks, residence hall rooms are exclusively the property of the University. Please refer to www.ferris.edu/housing for important dates of residence hall occupancy and break periods.

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.

18. **FORCE MAJEURE:** The University shall not be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, epidemics/pandemics, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of the University. During a force majeure event the University’s duty to perform its obligations under this Contract shall be suspended. The University shall give prompt notice to the Resident after discovery of the Force Majeure, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

If the University is required to suspend University Housing resulting from a force majeure event, the Resident's sole remedy is a daily pro rata reduction in housing and dining plan (if applicable) costs for when the Housing is not available to the student notwithstanding the University's Refund Policy.

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: _____

Addendum A **COVID 19 & Other Contagious Diseases**

I understand that if I am residing in University housing during a Novel Coronavirus ("COVID-19") or other contagious disease pandemic/epidemic ("Disease"), I acknowledge there are risks of infection during my residence in University housing even though the University has taken steps to mitigate the risks of the Disease. Being aware of these risks, I agree to:

- follow the health and safety policies and rules adopted by the University and the Office of Housing & Residence Life in order to mitigate the risks and spread of the Disease.
- be tested for the Disease to ensure the health, safety, and well-being of myself and the University community. The testing may occur prior to my arrival or during my stay in housing. The testing may occur at scheduled or random times during the school year or if there is an identified risk of exposure. I understand that the University may be required to send positive test results to the Michigan Department of Health and Human Services and other governmental agencies, however, to the extent allowed by law, the University will comply will all laws relating to the confidentiality of the test results.
- be isolated or quarantined for an appropriate/reasonable period of time as determined by University officials if I test positive or am exposed to the Disease.

I understand the University may modify my housing accommodations to contain the spread of the Disease or for the health, safety, and welfare of myself and others in the University community. These modifications may require my relocation to alternative housing. The relocation or modification of my housing arrangements is not a termination of my housing contract.

I understand the University's and Office of Housing & Residence Life's health and safety policies and rules may evolve as the Disease evolves.

I understand the University may need to close University housing and terminate my housing contract due to the spread of the Disease. If the University is required to close University housing, I understand that I am entitled to a daily pro rata reduction in my housing and dining plan costs.

Finally, I understand that my failure to follow testing requirements or other University and Office of Housing & Residence Life health and safety policies and rules is a violation of my housing contract and the Code of Community Standards and the matter may be referred to the Office of Student Conduct and/or I may be removed from University housing and have my housing contract terminated.

In the event of any conflict or inconsistency between my housing contract and this Addendum A, the parties agree that this Addendum A shall control.