

Note:

**This is a legally
binding contract
for the academic
year.**

2022-2023
FERRIS STATE UNIVERSITY
WEST CAMPUS APARTMENT 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 West Campus Apartments Office at (231) 591-3745.

This is your Contract for residency in the Ferris State University West Campus Apartments during the 2022-2023 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 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 (fall and spring semesters), summer optional. A student must be enrolled at the University to reside in the West Campus Apartments.

TERMS AND CONDITIONS

Definitions: “Resident” – is an enrolled Ferris State University student (see Section 3).

FERRIS STATE UNIVERSITY (“UNIVERSITY”) AGREES:

1. To furnish to the residents, during the occupancy of said premises, as part of the consideration for the payment of apartment 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 residents 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 apartment charges, and/or reassignment by the University. The University reserves the right to assign or reassign students to living space without advance notice. In the event the assigned space becomes unlivable as determined by, the University for any reason alternative comparable housing space will be supplied at the University’s discretion without refund of apartment charges or similar consideration.
3. To employ maintenance personnel to keep the apartment 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, 2022 or have completed two full academic semesters. Requests for exceptions should be directed to the Office of Housing and Residence Life. Resident is not required to enroll for the summer semester but must register for the following fall semester by May 1, 2023 and continue to pay apartment charges through the summer months of the Contract period to remain in the apartment past May 6, 2023. 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.

A resident who is not enrolled in summer classes or subsequent academic years may terminate their Contract at the end of the spring semester when resident provides 45 days advance notice per use of the notice of “Intent to Vacate” available on-line through My Housing>Contracts>Intent to Vacate Apartments.

A resident who will not be enrolled in summer classes but who has contracted to occupy the same apartment for the following academic year may have the option, space and demand permitting, of utilizing “Summer Storage.” “Summer storage” can only be arranged per submitting the summer storage form; via My Housing>Contracts>Summer Storage Apartments prior to March 31, 2023. Summer Storage requests are approved by the Office of Housing and Residence Life via Ferris email. If resident fails to arrange summer storage by the prescribed date, or upon high demand for apartment space, residents not contracting for

summer apartment occupancy, residents will be required to vacate the apartment and may not have the option of returning to the same apartment in subsequent academic years.

A resident who does not occupy the apartment for summer and does not pay apartment charges during summer months may not have the option of returning to the same apartment in subsequent academic years.

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 of intent to vacate through MY Housing > Contracts > "Intent to Vacate Apartments" when graduating, going on internship, or leaving school as outlined below. With approval for early Contract termination, residents must vacate the apartment in accordance with the vacate dates below.

Semester Notice Due	Fall	Spring	Summer
	11/03/2022	03/23/2023	06/27/2023
Vacate Date	12/17/2022	05/06/2023	08/10/2023

If a resident fails to register for classes and/or vacates after the designated vacate date, resident will be charged 45 days apartment charges and will forfeit their \$200 Contract Guarantee. A resident who withdraws from classes during a semester shall vacate the apartment no later than 48 hours after their withdrawal and will forfeit their Contract Guarantee. Apartment charges will continue until all keys have been returned to the West Campus Apartment office. Failure to return the key may result in extended charges for occupancy as well as for replacing the locks associated with the apartment.

- 2. TERM:** Resident agrees to occupy the apartment assigned for the 2022-2023 annual academic year described as 8/25/22 – 8/10/23. Exceptions may be made for graduation and internships only when arranged and approved in advance with The Office of Housing and Residence Life. Apartment charges begin on August 25, 2022 regardless of the date of actual occupancy thereafter. Charges for residents initiating occupancy for the spring semester will begin on January 6, 2023. In the event an apartment was not made ready by the first day of charges, apartment charges will be prorated to the date of actual apartment availability regardless of occupancy. Residents permitted early arrival begin additional prorated daily apartment charges on the day of occupancy leading up to regular charges initiating with onset of annual academic year as described above. 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. Subletting is not permitted. **In all cases, final determination of assignments rests with the University.**

3. CONTRACT GUARANTEE:

\$200 Contract guarantee

The \$200 is a contract guarantee and must be submitted at the time of electronically signing this West Campus Apartments 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. 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 refund

The \$200 contract guarantee is refunded (applied to the Resident's account) when the Resident fulfills all the terms of the West Campus Apartments 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 West Campus Apartments 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, 2022 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 apartments and the University. It does not however; guarantee that a resident will be assigned to a specific apartment. Please note that resident may be required to relocate to consolidate and maximize occupancy. **In all cases, final determination of assignments rests with the University.**
5. **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.
6. **NUMBER OF SINGLE OCCUPANTS:** Apartments designated as Single (not family) may house no more than one resident (who is an enrolled student) per bedroom.
7. **GUESTS:** Guests visiting for more than 2 consecutive days must be registered with the West Campus Apartments Office at least one (1) week prior to such visit. Requests may be directed to the Office of Housing and Residence Life and sent to housing@ferris.edu. Requests for exception to this policy may be denied at the sole discretion of the Office of Housing and Residence Life. 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 WCCC. Resident must fill out Extended Visitor Form.
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.

SINGLE RESIDENT TOWNHOUSE (WEST CAMPUS)

TWO or THREE BEDROOM UNIT without Central Air PER BEDROOM	Academic Year \$5,982
TWO or THREE BEDROOM UNIT Central Air PER BEDROOM	Academic Year \$6,268
FOUR BEDROOM UNIT Central Air PER BEDROOM	Academic Year \$6,894

Apartment charges are based on full apartment capacity. In the event of reduced occupancy, remaining resident(s) should be prepared to accept a roommate at any time or find an eligible roommate to occupy the open bedroom(s). Failure to maintain the open bedroom(s) for immediate occupancy may result in the resident(s) to be jointly and severally responsible for the total apartment charge obligation.

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 apartment during the specified period may result in the loss of the apartment for the next contract year. All un-contracted apartments/spaces are made available to all other eligible students for the 2023-2024 academic year after the posted returning contract deadline for current residents.
12. **STORAGE:** Residents must keep all areas outside the apartment clean and free of all articles including the grounds and stairwells. Residents shall permit nothing to be done on the premises or bring or take anything therein which will in any way increase the fire risk, or in any way conflict with the rules and ordinances of the local fire department. Residents shall keep items at least 4 feet from furnace and water heater. Residents shall keep items on pallets or in waterproof containers in the basement areas. Residents shall not store combustible or flammable materials within the premises such as propane gas, any type of combustible

engine, etc. West Campus Apartment basements must be kept in a clean, safe and orderly fashion. **BASEMENTS SHALL NOT BE USED AS A LIVING SPACE AT ANY TIME.**

- 13. ABANDONED PROPERTY:** If the resident vacates or abandons a housing unit and leaves any personal property in the unit, such property shall be deemed abandoned by the resident. Abandoned property may be removed from the unit at the resident's expense and immediately disposed of by the University. The University may, space permitting and at its sole discretion, elect to remove and 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.
- 14. 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 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 apartments covers only the buildings and contents that 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.

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 apartment or building.
19. **DEFAULT:** Resident's failure to occupy the premises by the first day of classes shall be construed as a default of this Contract, unless arrangements for late arrival have been made with The West Campus Apartment Office in advance. Resident, if enrolled for classes, will be responsible for all apartment 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 apartments, 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. **RESIDENT RESPONSIBILITY:** Resident will note all previous/existing damages in the assigned apartment/bedroom upon check-in on the apartment inventory form (condition form). Resident will maintain assigned apartment/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 apartment/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 apartment/bedroom or any building, including appliances, and equipment, and for maintaining the apartment 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 an apartment 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 check-out" consists of submitting an electronic "Intent to Vacate Notice" 45 days in advance and scheduling an appointment with the West Campus Apartments office at least 1 week 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 apartment 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.

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.

23. **APARTMENT CHECK OUT:** Resident must properly checkout of the apartment to avoid administrative charges for improper checkout. A "proper check-out" consists of submitting an electronic "Intent to Vacate Notice" 45 days in advance and scheduling

an appointment with the West Campus Apartments office at least 1 week in advance. An improper checkout occurs upon failure to meet these terms, which included an improper checkout fee of at least \$50. Upon checkout, the staff will utilize the apartment 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.

- 24. **REFUNDS OF CHARGES:** When an Apartment Contract is officially terminated, the refund of apartment 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.
- 25. **LOFTS:** Lofts, platforms or other such structures are not allowed in West Campus Apartments.
- 26. **DISABILITIES:** Residents with visual, hearing, physical or other challenges should contact 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 University determines the reasonability of requests.
- 27. **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.
- 28. **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: _____ Student ID: _____
(Print)

Student Signature: _____ Date: _____

See attached Addendum

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 with 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.