

GRAND VALLEY STATE UNIVERSITY

CONTRACT FOR HOUSING AND DINING SERVICE

Office of Housing and Residence Life
 103 Student Services Building
 Allendale, MI 49401
 Phone: (616) 331-2120
 Fax: (616) 331-3790
 housing@gvsu.edu



FOR OFFICE USE ONLY

Room/ Apartment No. _____
 Telephone No. (616) 331- _____
 Deposit Received _____
 Date Received _____

This contract is made and entered into by and between Grand Valley State University, hereinafter referred to as the "University", and

Name _____ **Student G Number** _____
Last First Initial

Address _____ **Gender:** Male Female Transgendered
Street

_____ **Class Status:** Freshman Sophomore Junior Senior Graduate
City State Zip

Home Telephone (_____) _____ **E-mail Address** _____

Date of Birth ____/____/____ **Cell Phone** (_____) _____
Month Date Year

Hereinafter referred to as "Student" for the period and area noted below:

- Fall/Winter Semester 20____ Spring Semester 20____
(1st 6 weeks)
- Winter Semester only 20____ Summer Semester 20____
(2nd 6 weeks)
- Spring/Summer 20____
(12 weeks)

Check One: New Student Returning Student Transfer Student

Living Center residents MUST have a meal plan. The cost for the required meal plans are included in the rate:

Opting for a different plan than the required meal plan may result in a different board rate.

For meal plan details or to sign up for an optional/upgraded plan visit: www.gvsufood.com.

My signature acknowledges as the applicant for the University Living Centers/Apartments, that I have read and understand this contract as well as agree to abide by all provisions of this contract as well as any rules, regulations, and procedures governing the University Living Centers/Apartments as may be published and amended from time to time by the University and by the **Rules and Regulations** of the Board of Trustees of Grand Valley State University.

Student's Signature _____ Date Signed _____

Parent/ Guardian's Signature (Required if resident is under 18 years of age) _____
 _____ Date Signed _____

Signature of GVSU Director of Housing/Residence Life _____ Date Signed _____

Terms and Conditions

PLEASE REALIZE THAT YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH THE UNIVERSITY. As soon as you sign this contract, you (and your parent(s) or guardian if you are under the legal age of 18) become responsible for all the terms and financial obligations of your contract until the end of winter semester. In consideration of the mutual covenants and stipulations set out in this contract, the University will provide you with living space, facilities, furnishings, and meals (as applicable) in accordance with the terms of this contract and University policies.

If you are under eighteen years of age, your parent, guardian, or other guarantor further agrees that if you fail for any reason to make any payments provided herein, your parent, guardian, or other guarantor shall make such payments to the University. This agreement is undertaken separately from the agreement with the Student above. The University shall not enter into its agreement with a student under 18 unless the parent, guardian, or other guarantor agrees to guarantee payment as stated IN THIS PARAGRAPH.

1. CONTRACT PERIOD:

The contract period is for the entire academic year, which is defined as fall and winter semesters, starting with the fall semester. If you enter into the contract after the beginning of the fall semester, your contract is for the duration of the academic year until the end of winter semester. If you enter into a contract for the spring/summer semester, your contract is for the duration of the semester(s) for which the contract is signed. In order to terminate your contract prior to the end of the contract period, you must be released in writing by the Director of Housing and Residence Life under the Cancellation provisions of Paragraph 6. You may sign a one semester contract only if you will graduate or leave the University or transfer at the end of the fall semester.

2. PERIOD OF OCCUPANCY:

A. Housing Contract: Includes both living centers and apartments. **YOU MAY OCCUPY A LIVING CENTER DURING ONLY THOSE PERIODS OF THE ACADEMIC YEAR WHEN GRAND VALLEY STATE UNIVERSITY CLASSES ARE IN SESSION.** Occupancy of your assigned room may begin at noon the Saturday prior to the first day of classes. If you are not graduating at the end of the semester, occupancy ends at 10:00 p.m. on the last day of Final Examinations. If you are graduating at the end of the semester, housing will be provided until 6:00 p.m. on the day of Commencement. You may not occupy a living center during holiday or break periods unless you request and are granted prior written authorization from the Office of Housing and Residence Life. Authorization will only be granted if it is feasible to operate the living center during the break periods. You will be charged the Guest Housing rate per day for these extra days of occupancy.

Meal Plans for Living Center Residents: Living Center contracts include a mandatory meal plan. No refund is made for missed meals. An extra charge may be made for special diets. Special meal arrangements will be made when feasible for those who have unresolvable class conflicts during the meal serving hours. Sack lunch arrangements may also be made for work or class conflicts Monday-Friday. No meals are provided during holiday or semester breaks.

B. University Apartments Contract: University Apartments may be used only after you accumulate a total of 30 semester hours or have resided in on-campus housing for one academic year prior to occupancy. **You may occupy a university apartment during holiday and semester breaks, except between winter and spring semesters and between summer and fall semesters.**

3. SECURITY DEPOSIT:

The University agrees to assign space and provide board only after you have previously submitted the Housing Application along with the \$150.00 deposit and properly signed and returned this contract. This constitutes a security deposit against charges or other indebtedness incurred by you during the course of occupancy pursuant to this contract or otherwise at the University.

The security deposit cannot be offset against your last housing payment under this contract. You shall remain liable for any deficiencies or balances remaining unpaid after the University's use of the security deposit. Deposits are returned approximately 30 business days after the end of the semester.

4. HOUSING RATES AND PAYMENT OF FEES:

A. You agree to pay the University a housing fee in accordance with the terms of this contract. You also agree to pay such other fees and charges as are required by the terms of this contract and as printed on the Schedule of Housing Payments for the academic year that you are enrolled, and as listed in the Housing and Residence Life Handbook. Housing and meal rates are established by the Board of Trustees with appropriate notice.

B. Payments can be made in two ways: (1) Full payment due at the beginning of each semester. (2) Four installments due each semester. The installment plan costs an additional \$40.00 each semester.

C. Late payments: LATE PAYMENTS WILL RESULT IN AN ADDITIONAL CHARGE OF \$2.00 PER DAY UNTIL PAYMENT IS RECEIVED UNLESS PRIOR APPROVAL IS RECEIVED IN WRITING FROM THE OFFICE OF HOUSING AND RESIDENCE LIFE. If you do not make your payment including the additional fee of \$2.00 per day, if applicable, by the end of the late payment period, the University may, at its option, terminate this contract and you must move immediately from University Housing.

D. Termination of contract by the University does not relieve you of any financial obligation under the contract. Failure to pay the University all sums due will permit the University, at its option, to use any available remedies for collection, and to use the space.

5. ASSIGNMENT TO UNIVERSITY HOUSING:

Only registered students of Grand Valley State University may reside in University Housing. You may apply for authorization from the Director of Housing and Residence Life to allow spouse and/or children to reside with you in University Apartments. The authorization must include the names and ages of all individuals who will reside in the apartment. Preference is given to full time students in degree seeking plans. The University reserves the right to assign or reassign space in the best interest of the University. It may be necessary for the University to make a temporary assignment to designated lounges and/or guest rooms as over- assigned areas until a permanent assignment is available for the year. Housing & Residence Life will not change housing assignments based on information regarding specific students from an electronic social network posting (ie Facebook, etc). Students are expected to create a comfortable environment with roommates, participate in the mediation process and then participate in the room change process. If your roommate leaves and you are not assigned a roommate, you will be given the option to use a room as a single when space will permit. If you do not elect to occupy a single, you will be required to accept the assignment of another roommate or reassignment to another unit prior to the first of the month following the vacancy to avoid the single occupancy charge. If you elect to occupy a single or fail to consolidate, you will be charged at the single occupancy rate. Requests for housing transfers from one campus to another during the effective dates of this agreement will be considered by the Director of Housing and Residence Life on a case by case basis and will depend on space availability. The terms and conditions of this agreement will follow the student to alternate campus housing with rental rate adjustments made where applicable unless the Director of Housing and Residence Life agrees to the signing of a new agreement.

6. CANCELLATION OF CONTRACT:

A. Your failure to fulfill your obligations under this contract, except in the manner described in subparagraphs B and C of Paragraph 6, constitutes a breach of contract, and authorizes the use of the remedies described in Paragraph 14 of this contract.

B. Cancellations prior to Occupancy:

By the University:

Upon notice and cause the University reserves the right to terminate this contract. Examples of cause may include, but are not limited to: prior damages, pending or prior disciplinary action and/or sanctions, enrollment status, outstanding student account balances, and psychologically inappropriate or disruptive behavior.

By the Student: ALL REQUESTS FOR CANCELLATIONS MUST BE SUBMITTED TO THE OFFICE OF HOUSING AND RESIDENCE LIFE ON A COMPLETED CONTRACT RELEASE FORM. **Cancellations received by the scheduled dates will result in a refund of \$100.00 of the deposit:** Fall semester - May 1; Winter semester - November 1; Spring/Summer - March 1. No refund will be made for cancellation after these dates. Failure to occupy your assigned space by the first day of classes for each semester may result in cancellation of the contract by the University and the assessment of a cancellation fee and forfeiture of the room deposit. **Any applicant failing to submit a contract release form by the above dates who enrolls at Grand Valley State University will be subject to the provisions for Termination of Contract after Occupancy listed below.**

C. Termination of Contract after Occupancy:

By the University: Upon notice and cause the University reserves the right to terminate this contract. Cause for cancellation includes any conduct which disrupts the orderly administration or functioning of the University or any of its activities, violation of the University rules or housing rules and regulations, rules and regulations of the Board of Trustees of Grand Valley State University or state or federal laws or regulations. If removed from the complex due to disciplinary action, you remain liable for payment of your housing contract through the end of the term of your contract.

By the Student: In accordance with University Housing Policy you may terminate this contract if a WRITTEN PERMISSION RELEASE IS OBTAINED FROM THE DIRECTOR OF HOUSING AND RESIDENCE LIFE. You must submit a completed contract release form to the Office of Housing and Residence Life and pay applicable contract release fees. The contract will only be released under the following circumstances: (1) you withdraw from student status; (2) academic situations such as student teaching, nursing, practicum, military obligation, study abroad or other educational disciplines that require assignment outside of Kent or Ottawa County (supporting documentation from the academic department is required); (3) for medical reasons.

7. SUBLETTING:

The accommodations granted by the University Housing contract may be used only by you, in your capacity as a registered student. This contract is personal and may not be assigned or otherwise transferred nor may your space be sublet or otherwise placed in the occupancy, control, or care of another person or entity.

8. CARE OF UNIVERSITY HOUSING:

A. You are responsible for the condition of your living space and all furnishings that are assigned to you, and you shall reimburse the University for all damage to the space or the furnishings, other than ordinary wear and tear. This includes damages to hallways, lounges, bathrooms, and public areas. When the individual responsible for the damages is unknown, these damages are prorated and divided among all the residents of the wing, floor, or building collectively. You agree to provide any knowledge you may have regarding damage to avoid collective charges. You are also responsible for the cleanliness of your assigned living space and you shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damages within shared living spaces are the combined responsibility of all students assigned.

B. The use of additional appliances such as air conditioners, refrigerators, freezers, etc. without written permission from the Office of Housing and Residence Life is prohibited. There will be an additional charge if authorized. The following are prohibited in University Housing: all pets except fish, lofts, waterbeds, or any decorations that violate fire/safety codes, firearms, combustibles or inflammable material, and the storage of equipment such as boats or trailers. Motorcycles may not be stored in dwelling areas. If you have an automobile you must obtain a parking permit from the Department of Public Safety Services and must park in the lot indicated on your permit. You may not remove furnishings belonging to the University from your living space. The removal of window screens is prohibited and will result in a fine (except in the case of fire). You may not use nails or screws, create any holes or scratches, or permanently fasten any items to any surfaces of University Housing or furnishings. You agree to remove trash from your living space and deposit it in the appropriate receptacle. **Additional provisions regarding use and care of your housing are included in the Housing Handbook and are hereby incorporated into this contract.**

9. KEYS/ACCESS CARDS:

You may not duplicate University Housing keys. You must return your keys/access cards to the University at the end of your occupancy. Lost keys/access cards must be reported to the complex office and you will be responsible for the cost of changing lock cylinders and replacement keys/access cards for all residents in your unit.

10. ITEMS LEFT IN UNIVERSITY HOUSING:

Items left in University Housing at the end of your occupancy will be removed at your expense. The University will dispose of the items as it deems appropriate.

11. MUTUAL ENJOYMENT AND USE:

You may not interfere with the lawful and proper use and enjoyment of the University Housing by the University, its agents or employees, or other residents. You may not play radios, televisions, stereos, musical instruments, computers, or make any other noise at levels loud enough to become heard by residents in any adjoining living spaces or adjacent buildings or where it becomes a nuisance to any other people. Courtesy hours will be enforced: 24 hours daily.

12. RIGHT OF ENTRY:

The University reserves the right to enter living spaces after notice for the purpose of inspection, verification of occupancy, safety, health, maintenance, or in the event there is evidence of violations of University rules and regulations. The University reserves the right to enter living spaces without notice as allowed by law.

13. LIMITATION OF LIABILITY:

The University does not assume any legal obligation to pay for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of the contract. **You are encouraged to carry appropriate insurance to cover such losses.**

14. REMEDIES:

Breach of this contract authorizes the University to use any and all legal remedies available, including termination of the lease. Additional remedies include, but are not limited to: denial of meal privileges; refusal to issue grade transcripts or degrees; denial of enrollment for subsequent course work; denial of future residence; and/or termination of the contract and removal from University Housing. The failure of the University to enforce at any time any provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this contract or any part thereof, or the right of the University thereafter to enforce each and every such provision.

15. TIME OF ESSENCE:

In the satisfaction of all terms of the agreement in this contract, time is of the essence.

16. INCORPORATION OF RULES AND REGULATIONS:

A. University Rules and Regulations - Rules and regulations appearing in the most recent edition of the Housing Handbook and any other Housing publication that from time to time may be promulgated by the Office of Housing and Residence Life and made part of this contract. Violation of these rules and regulations is considered violation of this contract and may result in termination of your contract by the University pursuant to the provisions of this contract.

B. Other Laws, Rules, and Regulations - This contract shall be governed both as to interpretation and performance, by the laws of the United States and BY THE RULES AND REGULATIONS OF THE BOARD OF TRUSTEES, and by the rules and regulations of Grand Valley State University.

17. ADDRESSES FOR CORRESPONDENCE:

A. All correspondence to the University required by this contract or otherwise relating to matters in this contract (including cancellations and all fee payments) shall be mailed or delivered to the Office of Housing and Residence Life, 103 Student Services Building, Grand Valley State University, Allendale, MI, 49401.

B. All correspondence required by this contract or otherwise relating to housing matters from the University to you or your parent, guardian, or other guarantor shall be mailed to or delivered at the address designated by you on this contract.

C. At the end of occupancy you must notify the complex office of your forwarding address in writing otherwise the University will not forward your mail.

18. ENTIRE CONTRACT/NO MODIFICATIONS:

This contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supercede all previous communications, representations, or agreements, either verbal or written. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by you and the Director of Housing and Residence Life, or his/her designee. The contract contains the entire agreement and no oral understanding or agreement not incorporated herein shall be binding on you or the University.

19. SEVERABILITY:

If any action of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

20. COLLECTION AND LEGAL FEES:

You are responsible for any expenses incurred by the University in collecting any amount due under this contract, including collection fees up to a maximum of 33 1/3% of the amount due, and attorney's fees and other costs, including court costs.

21. In the event that the University shall be prevented from completing performance of any obligations hereunder by act of God or other occurrences whatsoever which is beyond the control of the parties hereto, then the University shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed by law.

Grand Valley State is an affirmative action, equal opportunity institution.

**RETURN THE WHITE AND YELLOW COPIES OF THIS CONTRACT TO THE OFFICE OF HOUSING AND RESIDENCE LIFE,
GRAND VALLEY STATE UNIVERSITY,
103 STUDENT SERVICES BUILDING, ALLENDALE, MI, 49401.
PHONE: (616) 331-2120 FAX: (616) 331-3790 E-MAIL: housing@gvsu.edu**

08/10