

You understand that this contract is a legally binding contract with Grand Valley State University. As soon as this contract is signed by you, or if you are under 18 years of age, by your parent(s) or guardian(s), the signing party assumes responsibility for all terms and conditions, including financial obligations, of this contract until the end of your selected residency period noted below. In consideration for the mutual covenants and stipulations set forth in this contract, Grand Valley State University will provide you with living space, facilities, furnishings and meals (as applicable) in accordance with the terms of this Contract and University policies.

This contract is made and entered into by and between Grand Valley State University, hereinafter referred to as the "University" and you hereinafter referred to as "Student" for the period and area noted below:

Student Information

Name _____ Student G Number _____

Contract Period

Fall/Winter Semester 20 _____ Spring Semester only 20 _____ Winter Semester only 20 _____ Summer Semester only 20 _____ Spring/Summer Semester 20 _____

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. University Living Centers/Apartments and on-campus housing includes any housing owned or controlled by the University for use by students.

Student's Signature _____ Date Signed _____

Parent/Guardian's Signature _____ Date Signed _____

(Required if resident is under 18 years of age)

Terms and Conditions

1. CONTRACT PERIOD:

The contract period is for the duration of the period that is selected. These are defined as the following: Fall/Winter Semester, Winter Semester only, Spring/Summer Semester, Spring Semester only and Summer Semester only. 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. In order to terminate your contract prior to the end of the contract period, you must follow instructions as indicated in Paragraph 7. This contract serves residents in on campus housing who are considered full time students with 12 or more credits as an undergraduate or 9 or more credits as a graduate. Reduction of the required credits must be approved by Housing Staff to ensure academic progress.

2. PERIOD OF OCCUPANCY:

The Housing Contract includes both living centers and apartments. Move in dates are determined annually prior to the start of classes for the academic term. Occupancy begins when you check-in and pick up your key. 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 winter semester, housing will be provided until 12 p.m. noon on the day after Commencement. You may occupy a living center or apartment during only those periods of the academic year when the University classes are in session. You may not occupy a living center or apartment during holiday or break periods unless you request authorization from the Housing and Residence Life Office. Limited dining options are available during holidays and semester breaks.

3. SECURITY DEPOSIT:

All entering and current students must remit a \$150.00 security deposit prior to reserving or selecting a space in University residence for any period. 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 used to 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 for the academic year that you are enrolled. Housing and meal rates are established by the Board of Trustees with appropriate notice. A mandatory meal plan is included with those students who live on North Campus' Living Centers. No refund is made for unused meals.

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 fees in the amount of 1% will be assessed each month on the past due balance. You will be responsible to pay all late fees, collections and attorney fees.

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 the University can resume ownership and control of the rented space.

5. ASSIGNMENTS:

The Student agrees to provide the University with the information requested on the housing application for the purpose of assisting with hall, room and roommate selection. The University agrees to consider the information submitted by the Student, however no guarantee of a specific assignment is implied. Preference is given to full time students with documented evidence of progression toward graduation. 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 permanent assignment is available for the year. Housing and Residence Life will not change housing assignments based on information regarding specific students from an electronic social network posting (e.g. Facebook, etc). Requests for housing transfers from one building or room to another during the effective dates of this agreement will be considered by the housing staff on a case by case basis and will depend on space availability.

If your roommate leaves and you are not assigned a new roommate, you will be given the option to (1) use the room as a single, space permitting or (2) you will be required to accept the assignment of another roommate or reassignment to another unit prior to the first 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. The terms and conditions of this agreement will follow the student to alternate campus housing with rate adjustments made where applicable.

6. ANIMALS IN HOUSING:

The University permits animals on Property Owned or Controlled by the University under specific circumstances. Any residential student requiring an assistance or service animal must adhere to all guidelines outlined by the University. All students must register with Disability Support Resources prior to approval, https://www.gvsu.edu/dsr/accommodations-edit_profile.htm. If approved, students must also adhere to guidelines established by the Housing and Residence Life Office. Prior approval must occur each contract period the student resides in on campus housing. All paperwork must be completed prior to assistance animals living in on campus housing. Failure to follow the University procedures may result in referral to the Dean of Student along with a fine of \$250.00.

7. CANCELLATION OF CONTRACT:

A). Failure to fulfill your obligations under this contract, except in the manner described in subparagraphs B and C of Paragraph 7, constitutes a breach of contract, and authorizes the use of the remedies described in Paragraph 13 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 inappropriate or disruptive behavior.

By the Student: All requests for cancellations must be submitted to the Housing and Residence Life Office on a completed cancel form. Cancellations received by the scheduled dates will result in a refund of \$150.00 of the deposit:

- a. Fall/Winter semester – May 1.
- b. Winter semester - November 1.
- c. Spring/Summer semester - May 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 security 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 inappropriate or disruptive behavior and/or conduct which disrupts the orderly administration or functioning of the University or any of its activities; violation of the University rules; housing rules

and regulations; rules and regulations of the Board of Trustees of Grand Valley State University; and/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 contract period. Students who are academically dismissed or withdraw from classes during the academic year are expected to move out of on-campus housing within 48 hours of University notification or academic ineligibility.

By the Student: In accordance with University Housing Policy you may terminate this contract. You must submit a request for the contract release form to the Housing and Residence Life Office and pay contract release fees if applicable. The contract may be released and forfeiture of the deposit may occur under the following circumstances:

- (1) Graduation (verified through the Registrar);
- (2) Marriage (documentation is required and needs to be approved);
- (3) Active military obligation (documentation is required and needs to be approved);
- (4) Academic status such as student teaching, clinical, internships, study abroad, international student not returning to GVSU or other educational disciplines that require assignment outside of Kent or Ottawa County (supporting documentation from the academic department is required);
- (5) Withdraw from Grand Valley State University active student status. This could be due to transferring to another institution, academic or judicial dismissal/suspension or not attending (verification will be obtained from the Registrar's Office);
- (6) Financial Change (documentation is required and needs to be approved);
- (7) Medical Reasons (documentation is required and needs to be approved);

If students would like to appeal the charges, they must file an appeal with the Housing Appeal Committee and include any missing documentation associated with contract release request circumstances.

8. 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.

9. CARE OF FACILITIES:

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, public areas, and other living spaces. You agree to provide verifiable information that identifies the responsible party or parties to be excused from adjoining payment. 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. **With respect to damages occurring in common areas**, when the individual responsible for damages is unknown, these damages are prorated and divided among all the residents of the wing, floor, or building collectively. *When the individual responsible for damages is a Guest, the University Guest policy will apply.* The University is not liable for damage, loss, or theft of personal or other property kept in the resident's assigned space, or in other areas of University housing.

B). University Housing Keys, Access Cards and Laundry Cards are issued to students upon check in. All Keys, Access Cards and Laundry Cards must be returned upon check out or move from the building. Lost Keys and/or cards must be reported to the community desk and you will be responsible for any fees incurred by the University for replacement.

10. BEHAVIOR AND CONDUCT: INCORPORATION OF RULES AND REGULATIONS

You agree to read and observe all published rules and regulations affecting your status with the University which include but are not limited to the following:

A). University Rules and Regulations - Rules and regulations appearing in the Housing and Residence Life Office Policies (<https://www.gvsu.edu/housing/policies>) are 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 including but not limited to the Student Code of Conduct and Undergraduate Catalog.

11. RIGHT OF ENTRY:

"The University will make a best effort to notify resident in advance of need to enter living space. However the university reserves the right to enter living spaces where, after notice (where practical) 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 in the case of an emergency."

12. 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. It is strongly encouraged that you have insurance protection against such losses.

13. REMEDIES:

Breach of this contract authorizes the University to use any and all legal remedies available, including termination of the contract. 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.

14. TIME OF ESSENCE:

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

15. 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 Housing and Residence Life Office, 300 Suite Holton-Hooker Learning & Living Center, 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 shall be mailed to or delivered at the address designated at the time of your admittance to the University.

16. 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 supersede 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 their designee. The contract contains the entire agreement and no oral understanding or agreement not incorporated herein shall be binding on you or the University.

17. 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.

18. 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.

19. FORCE MAJEUR:

In the event that the University shall be prevented from completing performance of any obligations hereunder by act of nature or other occurrences whatsoever which is beyond the control of both parties hereto, then the University and Student 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.
GRAND VALLEY STATE UNIVERSITY
HOUSING & RESIDENCE LIFE
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