

Welcome to Davenport University's Housing and Residence Life!

We are excited that you are choosing to live with us. We are confident you will enjoy our facilities and living in our community. In order to live with us, please be aware of the following conditions:

- A student is required be or have been registered for classes at the University for the Winter 2019 semester, the Spring/Summer 2019 semester, or the Fall 2019 semester to be eligible to reside in University Housing during this agreement period.
- The Housing Contract is for the entire Spring/Summer session **unless** the student requests in writing to live on campus for Session 1 or Session 2 only prior to moving in.
- Our facilities are geared towards traditionally-aged college students (18-24).
- The Housing and Residence Life Housing Contract is contained at the end of this application process **and is considered binding for all applicants after April 17, 2019**
- Housing residents are required to abide by the policies found in the Housing and Residence Life Handbook and Student Code of Conduct.
- Completing this application will require an immediate payment of \$175. \$25 is for the application fee and \$150 is the security deposit. A security deposit is money in addition to the housing fees that is kept separately in a fund for use should the Student cause damage to the residence hall or otherwise violate terms of the housing contract, including leaving before the housing contract ends in April. If the Student fills out a housing application for the immediately subsequent academic year before refunds are processed, the security deposit is kept on file. (added here, but also mentioned later)

#### Housing Contract

Assignment preferences are determined by date of completed application. Submission of this application, including the payment of \$175, will constitute signed acceptance of the Housing Contract, and its terms become binding on all parties. The Housing Contract is incidental to a student's enrollment at the University, and as such, creates only a license to use available housing. The Housing Contract does not create a tenancy or leasehold contract.

#### Preferences

When making room assignments the Housing and Residence Life Office will make every effort to honor students' preferences. However, because of limited facilities, preferences cannot be guaranteed. The Housing and Residence Life Office reserves the right to make assignments based on availability, and in all cases, final determination of room assignments rests with the University. Housing applications should be submitted by April 17, 2019 in order to have the best chance of matching with your roommate preference(s). The Housing and Residence Life Office cannot guarantee availability of ADA rooms after April 17, 2019.

#### Legal

By submitting this application, I affirm the truth and accuracy of the information set forth above and below and authorize Davenport University to conduct an investigation into my background, including criminal history. I understand that the University may refuse to provide housing or may revoke my right to occupy University housing if the information provided on this application is false, incomplete, or misleading, regardless of when the discrepancy is discovered. I understand students that have been convicted of or

pled guilty to a felony or misdemeanor may not be permitted to reside in Davenport University Housing. I also acknowledge that I have read, understood, and agree to the terms and conditions stated in the Student Housing Application Information Statement.

The \$25 Application Fee is an administrative fee to cover the costs related to contract processing and is nonrefundable. The \$150 Security Deposit will NOT be applied toward room payments and students will be held responsible for any damage to residence hall property, even if the damage is in excess of the Security Deposit. **If the Contract is canceled by the Student at any time after acceptance, the Security Deposit may be forfeited, unless written notice of such cancellation is received by the Housing and Residence Life Office on or before April 17, 2019** in which case the Student shall be entitled to a full refund of the Security Deposit.

Davenport University does not condone discrimination of any form. Therefore, please be aware that room assignments are not made, nor changed, on the basis of age, religion, race, color, sexual orientation, national origin, or disability.

**THIS STUDENT HOUSING AGREEMENT** (the "Agreement") is entered into by and between Davenport University (the "University") and the student executing this Agreement (hereinafter referred to as the "Student"). If the Student is under 18 years of age, this Agreement is also between the University and the Student's parent, guardian, or other guarantor who co-signs this Agreement (the "Guarantor"). This shall become a binding Agreement between the Student (and the Guarantor, if applicable) and the University, upon full execution of this document as evidenced by the electronic signatures of all parties to this Agreement. This Agreement is incidental to the Student's enrollment at the University and, as such, creates only a limited, revocable, non-exclusive, non-transferable license to use available housing determined by the University and does not create a tenancy or leasehold interest.

#### **STUDENT'S HOUSING ASSIGNMENT**

This Agreement may be used for all agreements entered into for housing between May 3, 2019 and July 31, 2019. The Student has submitted a Housing Application for the Spring/Summer 2019 academic term. If housing is needed for periods outside of May 3, 2019 and July 31, 2019, the Student must submit a request for a housing extension and receive approval in writing from a member of the Housing and Residence Life office. Similarly, if a student would like to request a break in their contract at any point during their contract period, they must submit a request by the given deadline to move off campus and be approved by the Housing and Residence Life Office. This is also true for those students who have withdrawn from the University. Fees may apply in both circumstances and it is the discretion of the University to approve/deny such requests (\$25/day for approved housing extension requests and \$300 release from housing contract).

The Student will be assigned to available spaces in Panther Ridge or Panther Woods Apartments. The Student may have to move to another residence hall space so that renovations and cleaning can be completed during the summer term. The 2019 pricing is as follows:

- Panther Ridge Apartment Space full Spring/Summer term- \$1000
- Panther Woods Apartment Space full Spring/Summer term- \$1000
- Panther Ridge Apartment Space one Spring/Summer session- \$600
- Panther Woods Apartment Space one Spring/Summer session- \$600

**Instructions for Completion:** This Agreement is being offered to the Student on the basis of the Student's completed Housing Application, and payment of a \$25.00 application fee and \$150.00 security deposit (the "Security Deposit") in order to reserve University Housing. Students currently living in Davenport University residence halls do not have to pay the \$25.00 application fee and will have their \$150 security deposit carried forward. The Student (and the Guarantor, if applicable), is urged to carefully read the terms of this Agreement. Acceptance must be indicated by completing the electronic signature at the end of this document.

#### **1. General Terms**

1. Subject to the terms of this Agreement, the University agrees to furnish to the Student with University Housing determined by the University in accordance with the terms of this Agreement which is not to

exceed one (1) semester (Spring/Summer 2019 academic term). The parties to this Agreement do not intend that an estate, a tenancy, or any other interest in property should pass from the University to the Student. Instead, it is the intention of the parties that the relationship between the University and the Student be one of licensor and licensee and that the sole right of the Student to use his/her assigned room as a living unit shall be based upon the limited, revocable, non-exclusive, non-transferrable license granted by this Agreement.

2. The University reserves the unilateral right to modify any provision of this Agreement which may become reasonably necessary to efficiently and effectively operate the University Housing.

3. If any part of this Agreement is found to be unenforceable, the remaining parts shall continue in full force and effect.

## **2. Eligibility**

1. The University is not required to make a University Housing assignment until the Student has been officially admitted to the University. ACCEPTANCE OF THIS AGREEMENT IS NOT A COMMITMENT OF ADMISSION TO THE UNIVERSITY.

2. A student is required to be or have been registered for classes at the University, as defined by the University Registrar's Office, for the Winter 2019 semester, the Spring/Summer 2019 semester, or the Fall 2019 semester to be eligible to reside in University Housing during this agreement period.

3. A Student will NOT be permitted to maintain occupancy in University Housing when not registered for classes or Fall 2019 Housing unless such Student has obtained prior written permission from the University's Housing and Residence Life Office. If a student should be found living in the hall without fulfilling the requirements listed above, they will be required to move out within a 24 hour period.

4. Students who are under the age of 18 must receive written permission to live on campus from the University's Housing and Residence Life Office.

## **3. Term of Agreement**

The term of this Agreement is for the 2019 Spring/Summer academic term. Move in day starts May 3, 2019. Move out day is July 31, 2019 unless the student is registered for housing for Fall 2019 or for in-seat classes during Spring/Summer 2019 Session 2. Move in day for students staying for Session 2 only is June 28, 2019. The Student must move out by July 31, 2019, or 24 hours after their last class period, whichever is earlier. Students staying for Session 1 only must be moved out by June 28, 2019. Students registered for in-seat Spring/Summer Session 2 classes must move out by August 17, 2019. If a Student is not living on campus for Fall 2019 and has not vacated their room by July 31, 2019, the student will be charged a daily rate until they vacate their room. Thus, the Student and their guarantor agree that the Student will live in Housing and Residence Life and will pay all residence hall fees during the period of the Agreement. A separate contract is necessary for any time frames that exceed the Term.

The Student agrees that once the housing application and Security Deposit fee have been accepted and formally approved by the University, the Student will be obligated to pay all Housing Fees, Dining Fees and other Fees set forth in this Agreement during the term of this Agreement. No transfer, assignment, or "subletting" of this Agreement is permitted.

Students signing this Agreement before the first day of the term indicated will be held responsible for payment of the Housing Fee for the entire Agreement, regardless of the date of move-in.

## **4. Charges and Payments**

The Student agrees to pay to the University the applicable Fees set forth in this Agreement for the entire term of this Agreement. If the Student is under 18 years of age, the Guarantor hereby unconditionally guarantees to the University payment of all applicable Fees and other charges contemplated in this Agreement in complete accordance with all terms of this Agreement. The Guarantor further agrees that if the Student for any reason fails to make such payments, the Guarantor shall promptly make all such payments to the University. This Agreement between the University and the Guarantor is an undertaking that is separate from the University's agreement with the Student. The University shall not enter into any Agreement with a student under 18 years of age unless the Guarantor agrees to guarantee payment.

## **5. First semester and subsequent semester Housing and Meal Fees.**

The applicable Housing Fees for the Spring/Summer 2019 and subsequent semesters must be received by the Bursar's Office on or before the designated move-in date.

## **6. Failure to Pay.**

If the Student does not pay the applicable Housing Fee on or before the designated move-in dates for each semester, the University may terminate this Agreement, remove the Student from University Housing, cancel the Student's enrollment in the University, withhold the Student's transcript of grades, diploma, and other academic records from the Student, his/her representatives, and other persons or institutions, and use any other remedies of law or in equity. These remedies are cumulative, and the University may utilize any or all of such remedies.

#### **7. Rate of Payment.**

The University reserves the right to change the application fee, Security Deposit, semester Housing Fee and Dining Fee, and any other applicable fees upon fifteen (15) days' written notice.

#### **8. Proration Rates.**

If a Student moves in or out with approval from the Housing and Residence Life department of the contract start or end date the proration tables noted on Davenport University's website will be in effect.

#### **9. Agreement Application Fee and Security Deposit.**

The \$25.00 application fee is an administrative fee to cover costs related to processing this Agreement and a background check, and is non-refundable. The Security Deposit is an assurance of fulfillment of this Agreement and guarantee against damages. The Security Deposit will NOT be applied toward Housing Fee payments and Students will be held responsible for any damages of residence hall property, even if they are in excess of the Security Deposit. If the license granted by this Agreement is terminated by the Student at any time after acceptance of it, then the Security Deposit shall be forfeited. Any student who cancels their application in the middle of the academic term forfeits their Security Deposit, regardless of the reasoning of vacating the residence halls. **New applicants who chose to cancel this Agreement, may request a refund before April 17, 2019. The request must be made through a written notice of cancellation and refund request to the University's Housing and Residence Life Office.**

#### **10. Damage to University Housing.**

The Student's signature on the room inventory form during check-in establishes the acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room at the termination of occupancy. The Student is liable for the condition of the room and room furnishings which are assigned to him/her and shall reimburse the University for all damage to or loss of these accommodations and furnishings which is not the result of ordinary wear and tear. The Student must also reimburse the University for any costs or expenses incurred by the University arising out of or relating to use of the University Housing (including, without limitation, the common areas and any other University facilities) by the Student and/or his or her guests. Charges will be assessed against the Student by the University and the Student agrees to pay such damages to the University upon demand. Determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, shall be made by the University at its sole discretion. The Student must check-out in accordance with circulated check-out procedures. Failure to properly check-out upon termination will result in forfeiture of the full Security Deposit and may result in an improper check-out fee of \$50. Failure to pay any Fee will result in a hold on the Student's registration, graduation, or issuance of transcript. Upon move-out, the Security Deposit will be refunded less any outstanding balance due to the University. If the Student has successfully fulfilled their contract, and plans to return to University Housing the following academic year, the Security Deposit may be kept on file. The Security Deposit may also be used to offset any Student's financial obligations resulting from the terms of this Agreement or costs associated with its cancellation.

#### **11. Housing and Residence Life Regulations**

The rules and regulations concerning conduct set forth in the University's Housing and Residence Life Handbook, the Student Code of Conduct, and the University Academic Catalog, are hereby made a part of this Agreement. The Housing and Residence Life Handbook and Student Code of Conduct are each available on the University's website, and additional copies are available upon request from the University's Housing and Residence Life Office. The Conduct Process contained in the Student Code does not apply to the University's discretion to remove a Student from University Housing or the Student's right to remain in it. All guests of the Student must abide by the same regulations, standards, and policies and the Student shall be responsible for the acts of his or her guest as if the Student committed them.

#### **12. Termination by the Student**

The Student has the right to terminate the license granted under this Agreement prior to moving into University housing upon the provision of written notice to the University's Housing and Residence Life

Office. All Students terminating the license granted under this Agreement will forfeit their Security Deposit, except as otherwise provided for as listed above. With proper documentation through filling out a Contract Cancellation Request form by the given deadline, Students that have terminated the license granted under this Agreement will be refunded a prorated portion of their Housing Fee paid for the current semester for the following reasons only: graduation, marriage, active military duty or, in the sole and absolute discretion of the University, for extraordinary circumstances demonstrated by the Student. Release by reason of marriage shall only be granted at semester breaks.

Also, in situations where a Student withdraws completely from the University and is, as a result, required to move out of University Housing prior to the expiration of the term of this Agreement, the Student must provide written notice at least 48 hours before moving out. The Student must have paid the entire Housing Fee for the current semester, and any other charges accruing through the date of termination, provided, however, that the Student may be entitled to a full or partial refund of the Housing Fee in accordance with a schedule established by the University.

### **13. Termination by the University**

Upon written notice, the University reserves the right to terminate and revoke the license granted under this Agreement and take possession of the room at any time, based on the following:

- Student's violation of this Agreement, violation of the residence hall policies/procedures (see the University's Housing and Residence Life Handbook), or violation of the University's Student Code of Conduct, or for reasons of order, fire, health, safety, and discipline, academic deficiency, disciplinary suspension or dismissal,
- Student exhibits behavior which is not compatible with the maintenance of order and propriety in the residence hall,
- Student does not pay the applicable Housing, Dining, and/or University fees, or
- Student poses a threat to campus or their fellow students

Without limiting the foregoing rights, the University shall have the right to terminate and revoke the license granted under this Agreement if the University discovers that any information supplied by the Student on its housing application was false, incomplete, or misleading at the time such information was provided, regardless of when discovered. Upon the Student's default of any of the terms of this Agreement, the University shall deliver written notice of termination of the Student's occupancy and may, in the University's sole discretion, allow a maximum of 48 hours to vacate and check-out. The Student will be held financially responsible for the remainder of the applicable Fees payable under this Agreement. If, on the first day of classes for the first semester of residency, a Student does not occupy the assigned space by 9:00 a.m. or provide notice of delay in writing to the Housing and Residence Life Office by that day and time, the University reserves the right to terminate the Agreement and reassign the reserved space to another Student. Please note that the right of termination and reassignment in this situation is reserved exclusively by the University and in no way releases the Student from the obligation to pay the applicable Fees for the duration of this Agreement. All residents whose Agreements are terminated by the University will forfeit their Security Deposit.

### **14. Assignment and Use of Space**

- **Right of Occupancy.** The University will provide the Student with University Housing for his/her occupancy as a residence. The Student is not being given, however, a right to any specific residence space, building, roommate, or type of accommodation by this Agreement. The University reserves the unilateral right to make and change room assignments. Subject to availability of space, the University will accommodate the Student's preferences without unlawful regard to race, sexual orientation, religion, color, age, disability or national origin. A room change may not be made without written approval from the Housing and Residence Life Office and is predicated upon the space available, date and time of request, and the grounds and need for the transfer.
- **Personal Residence.** The Student is to use and occupy the assigned space exclusively as a personal residence solely for him/herself and for no other purpose except as may be permitted by the University in advance, in writing. The Student will not occupy or reside in any space other than their assigned room except for customary use of the common areas.
- **Entering a Student Room.** The University reserves the right to enter Student rooms at any time, and without prior notice or approval of the Student, for the right of inventory, fire protection,

sanitation, safety, maintenance, rule enforcement, inspection, improvement or repairs, to evaluate conditions that could affect the health or safety of residents, or to control the rooms in the event of an epidemic or emergency, or for any other purpose in accordance with University policy. The Student is not required to be present at the time of inspection or other entries described above.

- **Cleanliness.** The Student agrees to keep the University Housing in a clean and sanitary condition and to turn his/her room back to the University in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted.
- **University Closings.** The University may close any residence halls, apartments or other University facilities, and discontinue any food or other services, if the University determines in its sole and exclusive discretion that an event caused by an emergency, weather, power failure, strikes, riots, fires, disasters or other conditions make it impossible or imprudent to maintain those facilities or services. The University will not abate Fees or charges, or pay damages, resulting from or relating in any way to any such University closings.

#### 15. Miscellaneous.

- **Liability.** Although security precautions are taken, the University does not assume any legal obligation to pay for, prevent, or insure against injury to person(s) (including death), or loss or damage to items of personal property by fire, theft or other casualty which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of this Agreement. As of the date of this Agreement, the University's property insurance policies specifically exclude personal effects of students residing in University Housing. Students or their parent, guardian or other guarantors are encouraged to carry appropriate insurance to cover such losses.
- **Attorney's Fees.** The Student agrees to pay the University's reasonable attorneys' fees and other costs incurred, including collection costs, in connection with any action or proceeding to enforce this Agreement or to collect any funds owed pursuant to this Agreement.
- **Waiver.** The failure of the University to insist, in any one or more instances, upon the strict observance of any of the terms of this Agreement shall not be considered as a waiver or relinquishment of such terms in any other instance, but the same requirement shall continue in full force and effect. The University reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care and cleanliness of University property, and for securing the comfort and convenience of all residents.
- **Directory Information.** The Student must inform the University's Registrar and the Housing and Residence Life Office in writing within one week of the first day of the term if the Student does not want his or her room number or telephone number disclosed.
- **Governing Law.** This Agreement shall be governed by the laws of the United States and the State of Michigan, and the rules and regulations of University.
- **Agreement Renewal.** This Agreement may be renewed for subsequent terms only upon the advance written agreement of the University and the Student.
- **Conflicts.** The terms of this Agreement will govern in the event of any conflict between this Agreement and any document incorporated by reference into this Agreement.
- This Agreement becomes legally binding when accepted by both the Student (and the Guarantor, if applicable), and the University. The Student's acceptance of this Agreement is an acknowledgment that the Student (and Guarantor, if applicable), has read, understands and agrees to all terms and conditions of this Agreement and that the Guarantor agrees to placement of the minor Student in University Housing. The Student's acceptance of this Agreement further indicates that he/she agrees to assume and carry out all the obligations contained in this Agreement and addenda as a condition of being granted the privilege of occupying of a space in University Housing.