

WAYNE STATE UNIVERSITY 2009-2010 HOUSING LICENSE AGREEMENT

STUDENT INFORMATION: (Please print)

LAST NAME _____ FIRST NAME _____ MIDDLE INITIAL _____

PERMANENT ADDRESS (# AND STREET) _____

CITY _____ STATE _____ ZIP CODE _____ COUNTRY _____

DATE OF BIRTH ____ / ____ / ____ GENDER (CIRCLE) MALE FEMALE PERSONAL EMAIL _____

OVER 18? YES ___ NO ___ PARENT NAME _____ PARENT EMAIL _____

DATES OF OCCUPANCY: August 30, 2009 - May 5, 2010

This Housing License Agreement provides for occupancy for an assigned space in campus housing only during the dates specified above. Students may not take up residence prior to the opening dates for both fall and winter semesters without special approval in writing from the Office of Housing and Residential Life. The full terms of this Agreement will be enforced should occupancy be taken prior to the established opening dates. All Wayne State residential housing must be vacated at the close of the academic year except as noted herein, in accordance with published schedules. All personal belongings must be removed from University housing by 12 noon following the last day of final exams. Certain exceptions may be made for graduating seniors and students taking part in graduation ceremonies (official, campus-related requests only). All University housing remains open to residents continuously during the dates specified above except for Atchison and Ghafari Halls, which will be open to residents during the term above except for the following closures: Thanksgiving Closure - Wednesday, November 25, 2009 at 5 p.m. until Sunday, November 29, 2009 at noon. Fall Semester Closure - Wednesday, December 23, 2009 at noon until Sunday, January 10, 2010 at noon. Spring Break Closure - Friday, March 12, 2010 at 5 p.m. until Sunday, March 21, 2010 at noon.

TERM AND ROOM CHARGES: This Agreement is for two (2) terms (fall and winter semesters) unless otherwise specified. Do not send payment with this Agreement. By signing this Agreement, the Student agrees to pay the residential housing rates as published by the Office of Housing and Residential Life for the type of housing accommodation to which the student is assigned.

ROOM ASSIGNMENTS: The Office of Housing and Residential Life has the sole right to make room assignments in campus housing, to determine the occupancy of any room, fill any vacancies and approve room changes or reassignments. The Office of Housing and Residential Life may change the Student's accommodation assignment at any time if the University deems it to be in the University's best interest or in the best interest of the Student. When a permanent housing assignment is changed or reassigned at the discretion of the University, the Student will be charged at the prorated share of the lesser amount of either his/her former rate or the rate in the housing facility where he/she is reassigned. (The University reserves the right with no liability to store, for a limited period of time, or discard any belongings remaining in a housing unit or facility if the housing assignment has not been vacated by a prescribed time or has been reassigned to another student.) No unassigned person is permitted to reside in campus housing.

I understand that Wayne State University does not have any report or record pertaining to lead-based paint hazards in my leased housing. If I live in campus owned apartment housing built before 1978, I acknowledge that I have received the pamphlet entitled "Protect Your Family from Lead in Your Home", or have reviewed it online at <http://epa.gov/lead/pubs/leadpdf.pdf>.

SECURITY DEPOSIT: If I participate in the room selection process for returning students, I will pay a \$100 security deposit fee.

CANCELLATION AND REFUND POLICY: If I decide to cancel my Housing License Agreement on or before April 3, 2009, I may do so by completing the cancellation form located in the Office of Housing and Residential Life and I will receive a full refund of all housing charges and my \$100 security deposit. I understand that if I cancel this Agreement between April 4, 2009, and on or before April 17, 2009, I will receive a full refund of housing charges and \$50 of my security deposit. If I cancel this Agreement between April 18, 2009, and on or before May 1, 2009, I will receive a full refund of housing charges but forfeit my \$100 security deposit. I understand that after May 1, 2009, I will not be permitted to cancel my Housing License Agreement unless I am leaving the University. If I leave the University, I understand that I will forfeit the \$100 security deposit. If I believe that my circumstances are extenuating and I wish to cancel my Housing License Agreement after May 1, 2009, then I can request an exception to this policy by contacting the Office of Housing and Residential Life in writing. If I am permitted to cancel my Housing License Agreement, I will forfeit the entire \$100 security deposit. If I am not permitted to cancel my Housing License Agreement, I understand that I am liable for my assigned room charges for both the fall and winter semesters as indicated on this Agreement.

COMPLIANCE WITH GUIDELINES AND REGULATIONS: I agree to abide by all rules and regulations established by the Office of Housing and Residential Life, the Office of Dean of Student Affairs, and the individual living units. I understand that copies of Wayne State University Code of Conduct, and the "Community Living Guide" are available to me through the WSU website and in hard copy, upon request.

DECLARATION OF INTENT: I understand that by signing this Housing License Agreement, I am declaring my intent to occupy my campus housing assignment for both the fall and winter semesters. I have read the terms of this Agreement as outlined on this page and on the reverse of this page and agree to abide by these terms by affixing my signature below. I understand that this Agreement goes into effect upon being signed by a representative of the Office of Housing and Residential Life. By signing below, I am certifying that I am 18 years of age or older.

Student Signature Date

Office of Housing and Residential Life Date

Parent Signature (if student is under 18 of age) Date

HOUSING LICENSE AGREEMENT

TERMS AND CONDITIONS

This housing license agreement, hereafter referred to as "Agreement", is between the individual named on the reverse, hereafter referred to as "you", "Resident" or "Student", and Wayne State University, hereafter referred to as "University".

1. TERM: The University grants to the Student the personal right, license, and privilege to occupy and use an assigned unit and amenities in the University's facilities on the date the Student takes possession of the unit subject to the terms and conditions set forth in this Agreement.

2. PAYMENTS AND DUE DATES: Students signing a contract agree to be responsible for room and board fees for the entire academic year. Student agrees to make timely payments of room and board fees set forth in this schedule. The application must be accompanied by the security deposit and application fee unless otherwise notified. The security deposit is refundable at the culmination of the entire length of the contract, less any balance due to the university for room, board or damages. Full payment for fall room and board fees are due prior to move in. Full payment for winter room and board fees is due prior to the first day of classes for winter semester. If the resident fails to pay the room and board provided for, the university, without notice to quit or demand for payment of room and board, may terminate this agreement and repossess the leased premises. Students will be responsible for the cost of their entire contract and will not be permitted to enter or register as guests of any University housing building. Failure to meet financial obligations owed to Wayne State University by the date due, including but not limited to the writing of checks with insufficient funds is grounds for immediate removal from university housing. Students will be responsible for the cost of the entire contract.

3. SECURITY DEPOSIT: One \$100 security deposit is required to secure a residential space in campus housing for the academic year. (Please see Cancellation and Refund section on reverse side for details about refund deadlines.)

4. CANCELLATION OF AGREEMENT: This Agreement may not be cancelled by the Student prior to the end of the Agreement term except for marriage, verified medical, mental or physical reasons or extenuating circumstances that occurred after the Agreement was signed, or verified withdrawal from the University. The Student may request an exception to cancel this Agreement through the Director of Housing and Residential Life or his/her designee. (Please see Cancellation and Refund section on reverse side or contact the Office of Housing and Residential Life.) Cancellations may also be granted to Students who are participating in University-sponsored study abroad and co-op programs. For more information, please refer to "Community Living Guide". Students who break this Agreement without approval from the Office of Housing and Residential Life will owe full room and board charges for the entire academic year. Cancellation of this Agreement for any approved or unapproved reason will result in the forfeiture of the security deposit. The Office of Housing and Residential Life has the right and may terminate this contract if the Student violates the terms and conditions of this Agreement and any rules, regulations and policies of the Guide to Community Living, any municipal, state or federal laws, university or residential life regulations, the Student Code of Conduct or fails to pay any Agreement fees. The Student will be given written notice of the termination and a specific date by which to vacate campus housing. Students whose Agreements are terminated pursuant to this section will not be entitled to a refund and are responsible for payment for the entire academic year. Charges for the remainder of the contract will be applied to the Student account at the time of termination.

5. WITHDRAWAL OR SUSPENSION FROM UNIVERSITY: Only currently enrolled University Students may reside in campus housing. Any Student wishing to withdraw from housing during the term of the Agreement cannot consider his/her withdrawal official until he/she has returned his/her key to the Office of Housing and Residential Life and completed the official Housing Cancellation Request form. Students moving from the residence halls will be subject to any prorated charges for the period of occupancy. After academic or disciplinary dismissal, financial suspension, verified withdrawal or leave of absence, the Student shall move from the accommodation within 48 hours upon notice of termination by the Director of Housing and Residential Life or his/her designee.

6. CHANGE IN ENROLLMENT STATUS: A Student who has a change in enrollment status (for example if a Student goes from full-time to part-time, etc.) may have his/her Agreement cancelled immediately, and solely at the discretion of the Director of Housing and Residential Life or his/her designee. If a Student participates in disorderly or disruptive behavior of any kind, the University reserves the right to terminate this Agreement and remove and ban the Student from campus housing.

7. CONSOLIDATION: After the room selection process for returning Students has concluded, the Office of Housing and Residential Life will consolidate Students without roommates or whose roommates cancel their reservations. Students will be consolidated within their assigned building and specific room type whenever possible. Every effort will be made to notify the Student if the need for consolidation arises. If necessary, consolidation will be determined by class standing and lottery number. The consolidation process will then continue until such time that the wait list and first year housing needs are successfully addressed. The University will also exercise its right to consolidate Students who share similar interests and activities (e.g. athletics) if no compatible roommates exist on the waiting lists.

8. QUIET LIVING AREAS: Specific residence hall buildings or floors are expressly designated as quiet living areas. The Student agrees to abide by a 24-hour quiet hour policy in these designated quiet living areas and agrees to be responsible for ensuring that the noise generated within his/her apartment or residence hall room is not audible at a distance of ten feet from his/her apartment or room.

9. SMOKE-FREE LIVING POLICY: All residential facilities are smoke-free living environments. This policy prohibits the smoking of tobacco or any other substance in all residential areas. This policy not only applies to the assigned residents, but also extends to their guests. Residents will be responsible for ensuring that any violation of this policy will be reported to the proper authorities. This policy and appropriate penalties will be strictly enforced.

10. VACANCIES: The University has the right to assign any vacant space in campus housing during the term. When vacancies occur in a multiple occupant housing unit during an Agreement term, then at the discretion of Housing and Residential Life and based on availability, the Student may request to be given the option of reducing the occupancy of the unit by paying the occupancy fee to cover the cost of the vacancy. During the period of reduced occupancy, the room furnishings shall remain in place and become the responsibility of the remaining occupant(s).

11. KEYS: All keys issued to the Student by the Office of Housing and Residential Life are the property of the University and cannot be exchanged with or given to another person. Students may not duplicate keys. If the Student vacates assigned University housing prior to the end of the Agreement term, then the Student must return all keys to the Office of Housing and Residential Life within 24 hours of vacating his/her assigned space or a fee (as published by the Office of Housing and Residential Life) will be assessed to cover costs of a lock change and key replacements.

12. HOUSEKEEPING: The University will provide daily cleaning for all public areas of the residence halls and apartments, including public bathroom areas. Students residing in apartments, suites or housing units with private bathrooms are responsible for the cleaning of their private bathrooms.

13. COOKING: The University provides private, equipped kitchens in all apartment units. Public kitchen facilities are provided in select residence halls. Cooking will only be permitted with a University-approved MicroFridge or similar microwave unit in all other areas.

14. SPECIAL NEEDS: Requests to alter this Agreement based on medical or special needs will be evaluated by staff in the Office of Housing and Residential Life via consultation with the Student Health Clinic professional staff as appropriate.

15. PROHIBITED USES AND ACTIVITIES: None of the following shall be permitted in University housing: water beds, refrigerators larger than 4.3 cubic feet, unauthorized air conditioners, unauthorized home-constructed loft units, unauthorized pets, exterior radio/television aerials, controlled substances, ammunition or other explosives, firearms or other weapons, and highly combustible substances. Additionally, the operation of any business ventures is expressly prohibited. Students interested in seeking an exception to this policy may contact Housing and Residential Life.

16. UNIVERSITY RIGHT OF ENTRY: The University reserves the right for authorized representatives of the University to enter an accommodation at any time to plan or perform maintenance or to enter whenever there is a clear and present danger, hazardous condition or a violation of University regulations.

17. FURNITURE: Non-University furnishings must be removed from University housing at the earlier of the end of this Agreement or when the Student withdraws enrollment from the University or campus housing. The University will not be responsible for furniture or any items left in an assigned unit or any residence hall area.

18. TECHNOLOGY SERVICES: Each housing unit is wired for internet access. Students are responsible for providing the necessary equipment to access the technology services, including telephones. Touch-tone telephones must be used. Appropriate use of technology services is expected in accordance with Wayne State University "University Acceptable Use of Technology" policy and the Office of Housing and Residential Life policy.

19. RESIDENCE HALL DAMAGE: The Student is absolutely responsible for all damage in and to the assigned housing unit including loss of or damage to furniture and will be charged the cost of any subsequent repairs or replacement of furnishings and/or University property, and for custodial services not normally provided. The Student is also responsible for leaving the assigned area in reasonably clean condition, defined as broom swept with no articles of any kind left remaining in the housing unit at the conclusion of occupancy. Each Student assigned to a multiple occupancy or apartment unit are accountable and will be jointly responsible for and will be charged a prorated share of the cost of whatever damage may occur, for any cause, to the public and semi-public areas in their residence halls, unless a single individual is identified or designated as the responsible party or accepts responsibility.

19. PERSONAL PROPERTY: THE STUDENT IS RESPONSIBLE AND LIABLE FOR, AND SHALL HOLD UNIVERSITY HARMLESS FROM, ANY AND ALL INJURY AND DAMAGE TO PERSONS OR PROPERTY CAUSED, DIRECTLY, OR INDIRECTLY, BY STUDENT'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS (INCLUDING INJURY OR DAMAGE CAUSED BY STUDENT'S DEFECTIVE PROPERTY). YOU ARE RESPONSIBLE AND LIABLE FOR INSURING YOUR PERSONAL PROPERTY, INCLUDING LOSSES DUE TO FIRE, SMOKE, WATER AND THEFT. UNIVERSITY IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY AND DOES NOT PROVIDE ANY PROPERTY OR LIABILITY INSURANCE COVERAGE FOR YOUR BENEFIT.

20. LEAD-BASED PAINT DISCLOSURE: To fully comply with Federal EPA regulations regarding communication about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned apartment style housing. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, University must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. University's Disclosure: University has no knowledge of lead-based paint and/or lead-based paint hazards in its housing facilities. University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in its housing facilities.

21. RULES AND REGULATIONS: The Student shall comply with the rules and regulations of the Residence Hall and University which are now, or hereafter, in effect. These rules and regulations are specifically made part of this Agreement by reference. The right, license, and privilege granted in this Agreement is subject to additional regulations governing the conduct of occupants of specific Residence Hall areas which are promulgated by the University and/or Student government groups recognized by the University. Violation of such regulations or the terms of this Agreement may result in whatever disciplinary and punitive action the University deems reasonable and warranted, including immediate cancellation of this Agreement, removal and banning from campus housing.

22. NOTICES: Any required notices or announcements of regulations to be served on a Student may be served in writing or by email to the Student Access ID account and will be deemed properly given if posted prominently in the Student's assigned building for a period of no fewer than seven days, when possible, or delivered personally or through campus mail, by email to the Student's Access ID account, or delivered via registered mail in an envelope addressed to the Student at the building in which the Student resides.