

**SPRING/SUMMER 2021**  
**HOUSING LICENSE AGREEMENT**  
**(Anthony Wayne Drive Apartments)**

**1. BINDING AGREEMENT.**

I understand and agree that this Housing License Agreement (“this license agreement” or “my license agreement”) is a legal document that is binding and enforceable against me by Wayne State University (the “University”), acting by and through its Office of Housing and Residential Life or other designated office(s) and/or by any successor, assign, or concessionaire of the University. The University may assign this license agreement, including any right or interest arising out of this license agreement in whole or in part, without notice to me.

**2. DATES OF OCCUPANCY.** I understand and agree to the following:

A. Subject to the terms and conditions specified in this license agreement, this license agreement provides occupancy for an assigned space in campus housing only for the specific period of time listed below which is based upon the Occupancy Option I choose and is dependent upon my eligibility (this period of time is referred to as the “Occupancy Period”).

Occupancy Options and associated Occupancy Periods:

1. **Spring Semester Only (for current\* residents):** The Occupancy Period is Wednesday May 5, 2021 through Wednesday June 30, 2021
2. **Spring Semester Only (for new residents):** The Occupancy Period is Sunday May 9, 2021 through Wednesday June 30, 2021
3. **Summer Semester Only:** The Occupancy Period is Tuesday June 29, 2021 through Saturday August 21, 2021
4. **Spring/Summer Semester (for current\* residents):** The Occupancy Period is Wednesday May 5, 2021 through Saturday August 21, 2021
5. **Spring/Summer Semester (for new residents):** The Occupancy Period is Sunday May 9, 2021 through Saturday August 21, 2021

\* **Note: “current” refers to any resident that is currently residing in any University housing**

B. I may not move into my assigned space prior to the Occupancy Period or remain in my assigned space after the Occupancy Period.

C. If I need to extend my Occupancy Period, a written request must be submitted to the Office of Housing and Residential Life for consideration. If space is available and my request is approved, I will be charged an additional fee equal to the prorated daily rate of my assigned room type for the extension. These are the only reasons for which I may request an extension to the Occupancy Period:

- My program’s academic calendar differs from the Occupancy Period;
- I have an academic commitment (e.g. graduation or orientation) that requires me to be on campus;
- I have an official athletic commitment as required and arranged by my coach; or

- I am a current resident of University housing and there is gap of a few days between the move-out date for my current housing assignment and the beginning of the Occupancy Period for this license agreement.
- D. The full terms of this license agreement will be in effect and enforced should I move in prior to the Occupancy Period or remain in my assigned space after the Occupancy Period.
  - E. University housing remains open to residents continuously during the Occupancy Period, which includes any term break(s). Students are not required to move out during such break(s).
  - F. If the time of day for the beginning or end of the Occupancy Period are not specified herein, I understand that those times will be communicated to me at a later date and such communications will constitute a part of this license agreement.
  - G. I understand that for the Spring/Summer 2021 semesters, housing will be assigned on a first-come, first-served basis, however, priority assignments will be given to students who are enrolled full time for Spring/Summer courses at University and have a permanent address more than 20 miles away from campus.

**3. ELIGIBILITY.** I understand and agree to the following:

- A. Convicted sex offenders are not eligible to reside in University housing. If the University learns that a current or pending resident is a convicted sex offender, this license agreement will be cancelled. If such cancellation occurs prior to the start of the Occupancy Period, I will only be responsible for the non-refundable application fee. If such cancellation occurs during the Occupancy Period, I will be required to move out within 24 hours and will be responsible for room costs through the end of the term in which such cancellation occurs.
- B. I must be an enrolled student at the University to live in University housing and only assigned persons are permitted to reside in University housing.
- C. If I am not an enrolled student at any time after the University's drop/add date for a semester ("Census Date"), I can no longer live in University residence halls or furnished apartments and I must vacate my room within 24 hours. The applicable Census Dates are as follows:
  - Spring: Tuesday July 6, 2021
  - Summer: Tuesday July 6, 2021
  - Spring/Summer: July 6, 2021
- D. I understand that if I violate any housing policies, the Office of Housing and Residential Life has the right to cancel my license agreement but I will still be responsible for my housing and dining fees for the entire Occupancy Period.
- E. If I am enrolled but am not enrolled as a full time student at any time during the Occupancy Period the Office of Housing and Residential Life has the right to cancel my license agreement at its discretion, whether or not space is needed for a full time student. If my license agreement is cancelled by the University because I am only a part time student, I will be required to move out within 24 hours and will only be responsible for room costs up until the time I move out.
- F. If I am removed from the University for academic or disciplinary reasons, or a verified withdrawal, I will be required to vacate my room within 24 hours but will still be responsible for my housing fees for the entire Occupancy Period.

**4. HOUSING ASSIGNMENTS.** I understand and agree to the following:

- A. My room/suite/apartment preferences will be considered but may not be able to be accommodated. The Office of Housing and Residential Life has the sole right to make assignments in University housing. Inability to honor my preferences shall not constitute breach of this license agreement or otherwise give me any reason to cancel this license agreement.
- B. The Office of Housing and Residential Life has the right to determine the occupancy of any room/suite/apartment, fill any vacancies and approve room changes or reassignments.
- C. The Office of Housing and Residential Life may change my room assignment at any time if required

by law or if the University deems it to be in the University's best interest or in the best interest of any student.

- D. If any vacancy occurs in a double or larger unit I occupy, the Office of Housing and Residential Life may, at its discretion, assign another student to the vacant space(s) without prior notice or may reassign me to another unit of equal or lesser value.
- E. The University reserves the right, with no liability, to store for a limited period of time or discard any personal belongings remaining in a University housing unit or facility if I have not vacated my housing assignment by the prescribed time.

**5. HOUSING ACCOMMODATIONS.**

If I need any special accommodations for a documented medical condition it is my responsibility to inform both the Office of Student Disability Services and the Office of Housing and Residential Life of my needs on the online housing application, or, if the need for accommodation first arises during the Occupancy Period, by written notice given promptly after the need for such accommodation arises. I also understand that the Office of Housing and Residential Life may consult with other University offices to determine appropriate accommodations.

**6. HOUSING PAYMENTS AND DUE DATES.** I understand and agree to the following:

- A. **When submitting my license agreement, I will pay a \$125 non-refundable application fee. This fee is non-refundable and will not be refunded for any reason.**
- B. I must pay the University the set amounts for my room for the entire Occupancy Period.

**2021 Room Costs (does not include meal plan if you choose to select one):**

<u>Room Type</u>	<u>Spring Only</u>	<u>Summer Only</u>	<u>Spring/Summer</u>
Anthony Wayne Drive Furnished Studio	\$3,066	\$3,066	\$6,132
Anthony Wayne Drive Furnished One Bedroom	\$3,192	\$3,192	\$6,383
Anthony Wayne Drive Furnished Two Bedroom	\$2,804	\$2,804	\$5,608
Anthony Wayne Drive Furnished Four Bedroom	\$2,417	\$2,417	\$4,833

- C. If granted permission for special circumstances to arrive prior to the Occupancy Period or remain after the Occupancy Period I may be subject to additional charges as determined by the Office of Housing and Residential Life and in such case the terms and conditions of this license agreement shall apply to such early arrival or late departure.
- D. My housing fees begin on the first day of the Occupancy Period, regardless if I move in after such date.
- E. Failure to utilize my housing assignment or make a payment for my assignment, does not cancel my financial obligation.
- F. Room charges are billed by term and are due prior to move-in for the Spring Semester only or Spring/Summer Semester by Wednesday May 5, 2021 and Summer Semester only by Tuesday June 29, 2021.
  - University policy is that my tuition balance must be paid in full before any payments made will go to pay my housing bill or any other fees.
  - Payments must be made at the Wayne State Cashier's Office or through my Academica account: <https://academica.aws.wayne.edu/>
- G. If I am removed from the University or University housing for any reason, I am still responsible for my housing fees for the entire the Occupancy Period.

**7. FAILURE TO PAY AMOUNTS DUE, REMOVAL FROM HOUSING, AND FISCAL RESPONSIBILITY.** I understand and agree to the following:

- A. It is my responsibility to determine if I will have enough funds available to cover my tuition and housing fees. I understand that the Office of Housing and Residential Life can provide me with information on available University resources for any financial question/concerns I may have regarding such fees.
- B. Payments not received by the due date(s) will not only be assessed late fees according to the University's published late fee schedule, but will also be subject to collection, attorney and litigation costs, which also become my financial obligation. If my tuition and housing fees are not paid in full by the published due dates, my account will be moved into collections.
- C. Communications about unpaid fees may be sent to me by the University via email to my Wayne State University email account and it is my responsibility to regularly check that email account and respond to all emails regarding an outstanding account.
- D. If I fail to pay for my room when due, the University may, without notice to quit or demand for payment, terminate this license agreement and repossess the licensed premises. If that occurs, I will still be responsible for all of the housing fees for the entire Occupancy Period. I understand that this license agreement may be terminated and the licensed premises repossessed even when my account is in the collections process.
- E. Any delay in a financial aid disbursement, including being selected for verification, will not prevent me from being removed from my housing space for non-payment of fees.
- F. If I apply for a Satisfactory Academic Progress appeal (SAP) after the start of a term, I may still be removed from my housing space for non-payment of fees.

**8. CANCELLATIONS.** I understand and agree to the following:

- A. If I desire to have my license agreement cancelled:
  1. I must complete a Cancellation Request Form and submit it to the Office of Housing and Residential Life for review and consideration.
  2. All cancellation requests must be submitted via the process outlined on the University's Housing and Residential Life website at <https://housing.wayne.edu/resident/cancellation-process>
  3. Submitting a Cancellation Request Form does not mean my license agreement is automatically cancelled or that it will be cancelled. My request is not approved and this license is not cancelled until I receive written notification of approval from the Office of Housing and Residential Life.
  4. If I am denied my cancellation request, I understand that there is one opportunity to seek an appeal of that decision. Information regarding the appeals process is available on the Office of Housing and Residential Life website or from the Office directly.
- B. I can request to cancel this license agreement only for one of the following circumstances:
  1. I can request to cancel for any or no reason up until June 30, 2021, but only if my Occupancy Period has not yet started by that date.
  2. I can request to cancel for any or no reason within fourteen (14) calendar days from the day I signed my license agreement but only if I have not yet checked in and picked up my key to my assigned space.
  3. I can request to cancel if I graduate from the University or if I am no longer an enrolled student at the University.
    - Note that enrollment in online courses or satellite campus courses count as being an enrolled student.
    - If I am approved for cancellation because I am no longer an enrolled student, and I re-enroll at the University anytime during the Occupancy Period, my license

- agreement will be reinstated and I will be responsible for housing fees for the entire Occupancy Period.
- If I graduate, the cancellation takes effect at the end of the term in which I graduate and not before.
  - Depending on the reason that I am no longer an enrolled student at the University, I may be required to pay for the remainder of the current term or Occupancy Period.
4. I can request to cancel if I participate in a student teaching assignment that is farther than 40 miles from University's Detroit campus. Written documentation of this assignment from the applicable academic department must accompany the cancellation request.
  5. I can request to cancel if I participate in an out-of-state or out-of-country internship, co-op, or study abroad program. Written documentation of this program involvement from the applicable academic department must accompany the cancellation request.
  6. I can request to cancel if my medical documentation proves I developed a medical condition after signing my license agreement that University housing cannot reasonably accommodate and that prevents me from living on campus.
    - Before submitting a request, I must follow the procedure for requesting an accommodation as set forth in Section 5.
    - If I am approved for cancellation, I will be responsible for my housing fees up through the later of the date of my submission of a properly completed Cancellation Request Form or the date that I complete a proper checkout of my assigned space, which includes turning in my room key.
    - I understand that I am not eligible to cancel my license agreement if the medical condition is that of a family member or friend.
- C. If I am permitted to cancel this license agreement:
1. I forfeit the entire \$125 non-refundable application fee.
  2. If the cancellation takes effect during an academic term, I will have 48 hours to vacate my housing assignment and I will be charged for my housing fees until the date specified in my cancellation approval or the date I complete a proper checkout of my assigned space, which includes turning in my room key, whichever is later.
  3. If I originally had the Spring/Summer Semester Occupancy Option and the cancellation is for the entire Summer Semester, I will be responsible for my housing fees through the end of the revised Occupancy Period (June 30, 2021), even if I move out prior to that date.
  4. If I do not complete a proper checkout of my assigned space, which includes turning in my key, by the date specified in my cancellation approval, I will be charged and responsible for housing and dining (if applicable) fees until the date I complete a proper checkout.
- D. If I am not approved for cancellation I remain liable for all my housing fees for the entire Occupancy Period, even if I choose to move out early.
- E. If I am medically withdrawn from the University it is my responsibility to request to cancel my license agreement by submitting a Cancellation Request Form to the Office of Housing and Residential Life for consideration as the University will not automatically cancel my license agreement in these situations.

**9. TERMINATION BY UNIVERSITY.** I understand and agree to the following:

- A. In addition to the other rights of termination the University has under this license agreement, the Office of Housing and Residential Life has the right to, and may, terminate this license agreement if I violate the terms and conditions of this license agreement or any rules, regulations, or policies of the University or the Community Living Guide, any municipal, state, or federal laws, or the University's Student Code of Conduct or fail to pay any fees under this license agreement.
- B. I will be given written notice of the termination and a specific date by which to vacate University housing.

- C. If my license agreement is terminated by the University pursuant to this Section 9, I will not be entitled to a refund or any housing fees and I am responsible for payment of housing charges for the entire Occupancy Period. Any unbilled housing charges for the remainder of the Occupancy Period will be applied to my student account at the time of termination.

**10. COMPLIANCE WITH GUIDELINES AND REGULATIONS.** I understand and agree to the following:

- A. I will abide by all rules and regulations established by the Office of Housing and Residential Life, the Office of the Dean of Students, the individual living units, and the University. I understand that copies of the Wayne State University Student Code of Conduct and the Community Living Guide, as modified from time to time, are available to me through the WSU website and are incorporated as part of this license agreement.
- B. The Community Living Guide is the Office of Housing and Residential Life's official document that outlines the rules, regulations, and policies of living in University housing. Therefore, I understand and agree that the rules, regulations, policies, obligations and responsibilities imposed upon me by the Community Living Guide in effect at the time are binding and enforceable against me as an integral part of this license agreement.
- By signing this license agreement I agree that I have read the Wayne State University Student Code of Conduct and the [Community Living Guide \(https://housing.wayne.edu/pdf/community-living-guide.pdf\)](https://housing.wayne.edu/pdf/community-living-guide.pdf) and that I will read them periodically throughout the Occupancy Period as the content may have been modified and I am responsible for abiding by the most current version of each.
- C. If I'm assigned to a Living Learning or Thematic Community that I must sign and abide by the applicable community policies.
- D. The University reserves the right for authorized representatives of the University, its contractors, concessionaires and vendors to enter an accommodation at a reasonable time and upon reasonable notice to perform cleaning, maintenance or inspection; or to enter without prior notice and at any time whenever there is or there is believed to be immediate or serious threat to the safety, health or well-being of persons or property or reasonable cause to believe there is a violation or suspected violation of University rules or regulations.
- E. Wayne State University is a smoke-free and tobacco-free campus and that smoking or tobacco use anywhere on campus, including campus housing, is not permitted. A copy of the policy can be obtained at <http://wayne.edu/smoke-free/policy/>.
- F. All keys and key cards, in whatever form, physical or digital, issued by the Office of Housing and Residential Life are the property of the University. I also understand that I cannot duplicate, modify, exchange, or give my key to another person at any time.
- G. I am responsible for keeping my living space in the same condition it was in when I moved in. I also understand if any damage occurs to my living space during the Occupancy Period, I will be charged to restore the damage.
- H. If any damage occurs in common areas I will be charged an equal share along with all other residents on the floor/suite, if a responsible party is not identified.
- I. University email is the official means of communication from the Office of Housing and Residential Life, and it is my responsibility to read, respond to, and adhere to all communication sent to me via my University email.
- J. If my assigned space is destroyed or damaged in such way where it prevents the use of the facility (i.e. strike, public emergency, natural disaster, riot or other unforeseen circumstances) beyond the control of the University my license agreement may be terminated at the discretion of the University or its designee and I will be responsible for the prorated charges to the date of the termination.

**11. LEAD-BASED PAINT DISCLOSURE.**

I understand that the University does not have any reports or records pertaining to the presence of lead-based paint except in Chatsworth Apartments. I acknowledge that I have reviewed the pamphlet entitled "Protect Your Family from Lead in Your Home," online at <http://epa.gov/lead/pubs/leadpdf.pdf>.

## **12. LIABILITY, INDEMNIFICATION, AND INSURANCE.**

- A. I understand that I am responsible and liable for any and all injury and damage to persons or property caused directly or indirectly by me or my guests' intentional or negligent acts or omissions (including injury or damage caused by personal property). I further understand that neither the University nor its contractors, concessionaires and vendors (collectively the "Released Parties"), will be liable to me or any of my guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or my personal conflict with my roommates. To the maximum extent allowable by law, I further agree to hold harmless and to indemnify and release the Released Parties, successors and assignees from liability for claims of death, bodily injury and/or property damage, including personal injury liability, occurring on or about the premises, except to the extent that such death, injury and/or damage is caused by the gross negligence or willful act of the Released Parties.
- B. I understand that I am responsible and liable for insuring my personal property, including losses due to fire, smoke, water, theft, defective wiring or any other unforeseen occurrence beyond the control of the University. I also understand the University and its contractors, concessionaires and vendors are not responsible or liable for any loss or damage to my personal property and do not provide any property or liability insurance coverage for my benefit.
- C. The University recommends that students carry a renter's insurance policy.

## **13. PARKING.**

The cost of parking is not included in my housing fees. If I need to park on campus, I will be required to purchase a permit through the University's Parking Department in the OneCard/Parking Service Center located in the Welcome Center or online at <http://parking.wayne.edu>.

## **14. PHOTOGRAPH, VIDEO AND AUDIO RECORDINGS RELEASE:**

- A. I agree and grant to the University the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photographs, video recordings, audiotapes, audio recordings, digital images, and the like, taken or made on behalf of the University either with my consent or while I am in any public spaces, grounds, offices or University sponsored events at the University. I agree that the University has the authority to use such material for any purpose, including in marketing materials, which University and/or those acting pursuant to its authority deem appropriate. These uses include, but are not limited to, videos, publications, advertisements, news releases, web sites, television broadcasts, radio broadcasts, public displays, and any promotional or educational materials in any medium now known or created in the future.
- B. I acknowledge that I will not receive any compensation for the use of such images, video, audio, likeness, etc. I hereby release and discharge the University from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. This release shall be binding upon me, my heirs, legal representatives, and assigns.
- C. If I do not want to have such images, video, audio, likeness, etc. used by the University, I must submit my request in writing, prior to the start of the Occupancy Period, to the Office of Housing and Residential Life, Wayne State University, via email at [housing@wayne.edu](mailto:housing@wayne.edu).

## **15. FERPA RELEASE:**

- A. I understand that in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the University is allowed to disclose certain information about its students only to those persons or entities for which the student gives written consent. I also understand that the University may disclose certain information to “school officials” who need the information in order to perform their professional, contractual responsibilities with the University. This includes individuals or companies who have contracted with the University as an agent to provide a service or services for the University. In such instances, the contracting agent may have access to certain information without the requirement of a written release from me.
- B. I understand and agree that the University may disclose the information specified below to the University’s assigns, contractors, concessionaires, and vendors to be used only for purposes related to University housing operations and/or enforcement of this license agreement:
  - i. all information contained on my student housing application, including personally identifiable information, such as my social security number;
  - ii. all of my financial aid records, including my status of file, award and disbursement of funds information, satisfactory academic progress status, income information, and any other information contained in my financial aid applications, FAFSA or financial aid file; and
  - iii. all of my student account information, including my status of payment of housing fees and other amounts.
- C. This FERPA release, which I am acknowledging by signing my application for housing does not include the disclosure of any of my academic records to such third parties. The foregoing information may be released orally, visually, or in the form of copies of written records, as we elect from time to time. This authorization will remain in effect from the date it is executed until revoked or updated by me, in writing, and delivered to the University’s Office of Housing and Residential Life. Any revocation shall not affect disclosures previously made by the University prior to the receipt of my written revocation or any disclosures allowable under FERPA without my consent.
- D. I acknowledge that this information is released subject to the confidentiality provisions of the Family Educational Rights and Privacy Act and other applicable federal and state laws and regulations, which prohibit disclosure of educational information without the specific written consent of the individual to whom it pertains, or as otherwise permitted.

**16. STUDENT SIGNATURE:**

- A. By signing this license agreement and/or submitting an application for housing, I understand and agree that
  - i. I have read and acknowledge all housing information provided and/or publicly available,
  - ii. I am agreeing to the terms and conditions of this license agreement, and
  - iii. I am personally responsible for all terms and conditions of this license agreement, including but not limited to the financial obligations.
- B. An electronic signature or other electronic acknowledgement of this agreement shall have the same force and effect as an original signature. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**17. PARENT OR LEGAL GUARDIAN SIGNATURE (only applicable if the student is under the age of 18):**

- A. If the student is under the age of 18 on the day this license agreement is signed, a parent or guardian must also read and acknowledge all housing information provided and/or publicly available and sign this license. The parent/guardian will receive an email at the email address provided by the student in the application process with information regarding the application process, including providing the parent/guardian with an opportunity to sign this agreement.
- B. **Failure to provide a copy of this license agreement signed by a parent or guardian, will render your**



**application incomplete. An assignment will not be made unless your application is complete.**

- C. By signing below, the student's parent/guardian understands and agrees that he/she has read and acknowledges all housing information provided and/or publicly available and is also agreeing to the terms and conditions of this license agreement and personally responsible for all terms and conditions of this license agreement, including but not limited to the financial obligations, as though he/she is the student. An electronic signature or other electronic acknowledgement of this agreement shall have the same force and effect as an original signature. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Student's Name: \_\_\_\_\_