

Spring/Summer 2019
HOUSING LICENSE AGREEMENT

HOUSING DATES OF OCCUPANCY:

- A. I understand that this Housing and Dining License Agreement (this “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 and/or by any successor, assign, or concessionaire of the University.
- B. I understand that my license agreement provides occupancy for an assigned space in campus housing **for a specific period of time listed below which is dependent upon my University class enrollment and University housing residency status** (the period of time below applicable to me is referred to as the “Occupancy Period”):
 - 1. **Spring Semester for current residents:** Wednesday May 1, 2019 through Wednesday June 26, 2019
 - 2. **Spring Semester for new residents:** Sunday May 5, 2019 through Wednesday June 26, 2019
 - 3. **Summer Semester for residents not residing in University housing for Spring Semester:** Tuesday June 25, 2019 through Saturday August 17, 2019
 - 4. **Spring/Summer Semester for current residents:** Wednesday May 1, 2019 through Saturday August 17, 2019
 - 5. **Spring/Summer Semester for new residents:** Sunday May 5, 2019 through Saturday August 17, 2019
- C. I understand that I may not move into my assigned space prior to the Occupancy Period or remain in my space after the Occupancy Period.
- D. I understand that if I need to extend my dates of occupancy for any of the reasons listed below, a written request must be submitted to the Office of Housing and Residential Life. These are the only reasons for which I may request an extension of my occupancy. If space is available and my request is approved I will be charged a fee equal to the prorated daily rate of my assigned room type.
 - 1. My program’s academic calendar differs from the Occupancy Period.
 - 2. I have an academic commitment (e.g. graduation or orientation) that requires me to be on campus.
 - 3. I have an official athletic commitment as required and arranged by my coach.
- E. I understand that the full terms of this license agreement will be enforced should I move in prior to the Occupancy Period or remain in my assigned space after the Occupancy Period.
- F. I understand that for the Spring/Summer 2019 semesters, housing will be assigned on a first-come, first-served basis. Priority assignments will be given to students who are enrolled full time for spring/summer courses at Wayne State University and have a permanent address more than 20 miles away from campus.

HOUSING PAYMENTS AND DUE DATES:

- A. **I understand that when submitting my license agreement, I will pay a \$125 non-refundable application fee.**
- B. I agree to pay the University the set amounts for my room and meal plan (if applicable) for the entire Occupancy Period.

2019 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	\$2,664	\$2,714	\$5,277
Anthony Wayne Drive Furnished One Bedroom	\$2,773	\$2,826	\$5,494
Anthony Wayne Drive Furnished Two Bedroom	\$2,826	\$2,482	\$4,827
Anthony Wayne Drive Furnished Four Bedroom	\$2,100	\$2,139	\$4,159

- C. I understand that 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. I understand that my housing and dining fees (if applicable) begin on the first day of the Occupancy Period, regardless if I move in after such date.
- E. I understand that failure to utilize the assigned space or the meal plan (if applicable) does not cancel my financial obligation.
- F. I understand room and meal plan (if applicable) charges are billed by semester and are due by the following dates: Spring Semester only or Spring/Summer Semester by Wednesday May 1, 2019 and Summer Semester only by Tuesday June 25, 2019.
 - I understand University policy is that my tuition balance must be paid in full before any payments made through my Academics account or at the Cashier's Office 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 Academics account: <https://academics.aws.wayne.edu/>
 - I understand that I will be assessed late fees according to the University's published late fee schedule for any late payments.
- G. I understand that if I am removed from University housing for any reason or the University I am still responsible for my housing and dining fees for the remainder of the Occupancy Period.

FAILURE TO PAY AMOUNTS DUE, REMOVAL FROM HOUSING, AND FISCAL RESPONSIBILITY:

- A. I understand that it is my responsibility to determine if I will have enough funds available to cover my tuition, housing, and dining (if applicable) 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 tuition, housing and dining fees.
- B. I understand and agree that payments not received by the due date(s) are 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. I understand that communications about unpaid tuition, housing, and dining fees may be sent to me by the University via email to my Wayne State University email account and that it is my responsibility to regularly check that email account and respond to all emails regarding an outstanding account.
- D. I understand that if I fail to pay for my room and meal plan (if applicable) 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 and dining fees for the 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. I understand that 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. I understand if I apply for a Satisfactory Academic Progress appeal (SAP) after the start of a semester, I may still be removed from my housing space for non-payment of fees.

ROOM ASSIGNMENTS:

- A. I understand that 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 your preferences shall not constitute breach of this license agreement.
- B. I understand 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. I understand that The Office of Housing and Residential Life may change my room assignment at any time if the University deems it to be in the University's best interest or in the best interest of any student.
- D. I understand that the University reserves the right, with no liability, to store, for a limited period of time, or discard any personal belongings remaining in a housing unit or facility if the housing assignment has not been vacated by the prescribed time or has been reassigned to another student.
- E. I understand that only assigned persons are permitted to reside in University housing.
- F. I understand that Housing and Residential Life staff may consolidate students without roommates in order to accommodate other students. I could be assigned to a new space or another person may be assigned into my current room as a part of the consolidation.
- G. I understand that if I'm assigned to a 24 Hour Quiet Hour Floor that I must sign and abide by the 24 hour quiet hour policy which forbids me from having audible sound coming from my room.
- H. I understand that 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.

LEAD-BASED PAINT DISCLOSURE:

- A. 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>.

CANCELLATIONS:

- A. I understand that if I desire to have my license agreement cancelled, I must complete a Cancellation Request Form and submit it to the Office of Housing and Residential Life for review and consideration.
- B. I understand that submitting a Cancellation Request Form does not mean my license agreement is automatically 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.
- C. I understand that I can request to cancel this license agreement only for one of the following circumstances:
 1. I can cancel for any reason within fourteen (14) calendar days from the day I signed my license agreement; provided, however, I understand that after I have checked in and picked up my key to my assigned space that this fourteen (14)-day cancellation period no longer applies.
 2. I can 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.
3. I can 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 your academic department must accompany the cancellation request.
 4. I can 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 your academic department must accompany the cancellation request.
 5. I can 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. I understand that I am not eligible to cancel my license agreement if the medical condition is that of a family member or friend.
- D. I understand that 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 and dining fees (if applicable).
 - E. If approved for cancellation, I understand that I will be charged for my housing and dining fees (if applicable) until the date I complete a proper checkout of my assigned space, which includes turning in my room key.
 - F. If I am not approved for cancellation I understand that I remain liable for all my assigned charges for the entire Occupancy Period.
 - E. **I understand that, if I am permitted to cancel this license agreement for any reason, I will forfeit the entire \$125 non-refundable application fee.**
 - F. I understand that if I am academically dismissed or medically withdrawn from the University it is my responsibility to request to cancel my license agreement by submitting a license agreement cancellation to the Office of Housing & Residential Life.
 - G. I understand that in the event that I do not have an approved cancellation and choose to move out prior to the end of the Occupancy Period, I will remain responsible for all license agreement charges for housing and dining (if applicable) for the entire Occupancy Period.
 - H. I understand that all cancellation requests must be submitted via the process outlined on University's website at <https://housing.wayne.edu/resident/cancellation-process>

ELIGIBILITY:

- A. I understand that 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 2, 2019
 - Summer: Tuesday July 2, 2019
 - Spring/Summer: Tuesday July 2, 2019
- B. 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.
- C. I understand that if I am not enrolled as a full time student at any time during the Occupancy Period, whether or not space is needed for a full time student, the Office of Housing and Residential Life has the right to cancel my license agreement. If my license agreement is cancelled by the University because I am not a full time student, I will only be responsible for room and meal plan costs up until such time.
- D. I understand that 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 and dining fees (if applicable) for the entire Occupancy Period.

COMPLIANCE WITH GUIDELINES AND REGULATIONS:

- A. I understand that I am agreeing to 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. 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 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.
- B. I understand that 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.
- C. I understand that 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/>.
- D. I understand that 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.
- E. I understand that 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.
- F. I understand 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.
- G. I understand that 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.
- H. I understand that 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.

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.

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.

TERMINATION BY UNIVERSITY:

- A. I understand that 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 in 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. I will be given written notice of the termination and a specific date by which to vacate campus housing. If my license agreement is terminated pursuant to this paragraph, I will not be entitled to a refund and I am responsible for payment for the entire academic year. Charges for the remainder of the license agreement will be applied to my student account at the time of termination.

ASSIGNMENT:

- A. I understand and agree that 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.

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: (a) all information contained on my student housing application, including personally identifiable information, such as my social security number; (b) 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 (c) all of my student account information, including my status of payment of housing fees and other amounts. 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. 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.

PARKING:

- A. I understand that if I want to bring a vehicle to the University campus, I must purchase a parking permit to park overnight in a University structure or lot. Parking permits must be purchased through the University’s Parking Department in the OneCard/Parking Service Center located in the Welcome Center or online at <http://parking.wayne.edu>.
- B. I understand that using OneCard Debit or a credit or debit card to park over 24 hours in a University parking facility is a violation of the University’s OneCard and Parking Policy.
- C. I understand that the cost of parking is not included in my housing or dining (if applicable) fees.

STUDENT SIGNATURE:

- A. By signing this license agreement and/or submitting an application for housing, I understand and agree that (1) I have read and acknowledge all housing information provided and/or publicly available, (2) I am agreeing to the terms and conditions of this license agreement, and (3) 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.

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 and dining 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: _____