



## Housing and Residential Life

### ATTN Residents interested in living in the DeRoy Apartments:

The DeRoy Apartment building has a water infiltration issue that has been acknowledged by the Office of Housing and Residential Life and Wayne State University. This will cause some apartments to leak water through windows, walls, or the ceiling during periods of rain or snow. There is no pattern to the problem. The leaking may be consistent, intermittent, or not at all from storm to storm and apartment to apartment. During Fall 2016, there was at least one leak in about 30% of the apartments in DeRoy. This is the primary reason that DeRoy apartments will be demolished in May of 2019 after the new Anthony Wayne Drive apartments open. Supplies are kept at the DeRoy front desk to assist with soaking up leaks along with wet vacuums and fans for faster response by maintenance and housekeeping staff to assist when leaks occur. If you have further questions about this, please contact the Housing office at 313-577-2116 or at [housing@wayne.edu](mailto:housing@wayne.edu).

**IF YOU ARE ASSIGNED TO AND AGREE TO LIVE IN DEROY APARTMENTS, YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THIS ISSUE AND THE SUPPORTS THAT ARE AVAILABLE TO ASSIST YOU IF YOUR APARTMENT EXPERIENCES A LEAK.**

## UNFURNISHED APARTMENT LICENSE AGREEMENT

### HOUSING DATES OF OCCUPANCY:

- A. I understand that this Housing 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 unfurnished apartment in campus housing starting on the date of my assignment letter and ending on April 30, 2018 (this period of time is referred to as the "Occupancy Period").
- 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 beyond the Occupancy Period, there will be a time during the end of the winter semester for me to make that written request to the Office of Housing and Residential Life. If space is available and my request is approved I will be charged a fee equal to the prorated daily rate of my assigned apartment. These are the only reasons for which I may request an extension of my occupancy:
  1. My program's academic calendar goes beyond 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.
  4. I will be taking classes after the end of the Occupancy Period.
- 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.

### PAYMENTS AND DUE DATES:

- A. I understand when submitting my license agreement I will pay a \$125.00 application fee. This fee is non-

**refundable and will not be refunded for any reason.**

- B. I agree to pay the University the set amounts for my apartment for the entire Occupancy Period. I agree and understand that at the time I sign this license agreement, the license rates may not have been set by the University for the Occupancy Period but that I will be responsible for the rates set and published on the University's website for the Occupancy Period. Those rates will be published on the University's website prior to June 30, 2017, the last day on which I may cancel this license agreement for any reason as set forth below. For my reference, the rates for the academic year prior to the Occupancy Period are attached to this license (the "Prior Rates") and I acknowledge that the rates for the Occupancy Period are likely to be higher than the Prior Rates.
- C. I understand that the license fee is divided by the number of persons that live in an apartment.
- D. I understand that my license fee begins on the first day of the Occupancy Period, regardless if I move in after such day.
- E. I understand that failure to utilize the assigned apartment does not cancel my financial obligation.
- F. I understand that if I am removed from University housing or the University I am still responsible for my housing license fees for the remainder of the Occupancy Period.
- G. I understand that failure to pay my housing license fees in full may result in removal from my apartment and I will still be responsible for all of my housing license fees for the Occupancy Period.
- H. I understand that if I need to extend my date of occupancy beyond the Occupancy Period, I will be charged up to the day I properly check out of my apartment and return of my key.
- I. I understand my fees will be charged by semester. All charges will be posted to my University account and all payments must be made at the University's Cashier's Office or through my Academics account.
  - 1. 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.
  - 2. I understand that I am required to pay my fall semester charges in full by August 15, 2017 and my winter semester charges by December 15, 2017. Payments must be made at the Wayne State Cashier's Office or through my Academics account: <https://academics.aws.wayne.edu/>
  - 3. I understand that I will be assessed late fees according to the University's published late fee schedule for any late payments.
- J. Payments not received by the due date(s) are subject to collection, attorney and litigation costs, which also become my financial obligation.
- K. I understand that if I fail to pay for my room, the University may, without notice to quit or demand for payment, terminate this license agreement and repossess the licensed premises.

#### **ROOM ASSIGNMENTS:**

- A. I understand that my apartment preferences will be considered but may not be able to be accommodated I understand that apartment changes may not be made without prior approval of my Community Director or the Apartment Coordinator.
- B. I understand that apartment changes may not be made within the first three (3) weeks of any semester.
- C. I understand that an apartment change period will be offered each semester to help accommodate me if I wish to move.
- D. I understand that the Office of Housing and Residential Life may change my apartment assignment at any time if the University deems it to be in the University's best interest or in the best interest of any resident.
- E. I understand that if I am reassigned at the discretion of the University, I will be charged/prorated for the apartment at the rate of the lower cost apartment.
- F. 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 resident.
- G. I understand that only assigned persons are permitted to reside in University housing.

- H. I understand that if I need any special accommodations for a documented medical condition it is my responsibility to inform the Office of Housing and Residential Life and the Office of Student Disability Services (if I am a University student) 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 it is my responsibility to have my license agreement cancelled by completing a Cancellation Request Form and submitting it to the Office of Housing and Residential Life. [http://housing.wayne.edu/pdf/unfurnished\\_apartment\\_license\\_cancellation\\_request\\_form2015-16pdf.pdf](http://housing.wayne.edu/pdf/unfurnished_apartment_license_cancellation_request_form2015-16pdf.pdf)
- B. I understand that submitting a Cancellation Request Form does not mean my license agreement is automatically cancelled. My request is not approved until I receive written notification from the Office of Housing and Residential Life.
- C. I understand that I do not have the right to cancel this license agreement except in one of the following circumstances:
1. I can cancel for any reason up until June 30, 2017
  2. 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 apartment that this fourteen (14)-day cancellation period no longer applies.
  3. I can cancel if I graduate from the University or if I am no longer an enrolled student at the University. (Please note that enrollment in online courses or satellite campus courses count as being an enrolled student.)
  4. I can cancel if I participate in a student teaching assignment that is farther than 40 miles from University's Detroit campus.
  5. I can cancel if I participate in an out-of-state or out-of-country internship, co-op, or study abroad program.
  6. 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. (Please note that the medical condition must be the student's and not that of a family member or a 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 fees.
- E. If approved for cancellation, I understand that I will be charged for my housing fees until the date I complete a proper checkout of my apartment, which includes turning in my room key.
- F. If I am not approved for cancellation I understand that I remain liable for all my apartment charges for the entire Occupancy Period.
- G. I understand that, if I am permitted to cancel this license agreement for any reason, I will forfeit the entire \$125.00 non-refundable application fee.
- H. 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.
- I. I understand that in the event that I elect to move into housing that is not University housing and/or turn in my

keys to the front desk during the Occupancy Period without an approved cancellation of this license agreement, I remain responsible for all license agreement charges for housing for the entire Occupancy Period.

- J. I understand that all cancellation requests must be submitted to the Office of Housing and Residential Life, Wayne State University, 5221 Gullen Mall, SCB 582, Detroit, Michigan 48202 using the License Agreement Cancellation Request Form.

**ELIGIBILITY:**

- A. I understand that to be eligible to live in an unfurnished apartment I must be a junior, senior, a student over 20 years of age or a graduate/professional student.
- B. I understand that to be eligible for University housing, I must be currently enrolled in a degree-granting program and must be enrolled two (2) of the three (3) semesters per year or I must be a Wayne State University affiliated faculty/staff member, or a spouse, child, parent or other eligible person residing with an eligible student or faculty/staff member.
- C. 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 fees for the entire Occupancy Period.
- D. I understand that if I am not enrolled as a full time student and my apartment 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 housing costs up until such time.
- E. I understand that if I am removed from the University for academic or disciplinary reasons, a verified withdrawal, or leave of absence, I will be required to vacate my apartment within 48 hours.

**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.

**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 of the rules, regulations, and policies of living in University housing, many of which are equally important as the provisions set forth in this license. 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, 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 exchange, or give my key to another person nor duplicate my key.
- E. I understand that I am responsible for keeping my apartment in the same condition it was in when I moved in. I also understand if any damage occurs in my apartment I will be charged to restore the damage.
- F. 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 communications and notices sent to me via my University email.
- G. I understand that if my apartment 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 Chief Housing Officer, 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 to the Office of Housing and Residential Life, Wayne State University, 5221 Gullen Mall, SCB 598, Detroit, Michigan 48202 or via email at [housing@wayne.edu](mailto: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. 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.

**PRIOR RATES FOR REFERENCE ONLY**

**Wayne State Housing & Residential Life**



**2016 - 2017 Room Rates (per person)**

		<b>Annual</b>	<b>Fall</b>	<b>Winter</b>
		<b>2016-17</b>	<b>2016</b>	<b>2017</b>
<b>Ghafari &amp; Atchison Halls</b>				
Single Occupancy rooms with private bath		\$7,504	\$3,752	\$3,752
Double Occupancy rooms with private bath		\$5,680	\$2,840	\$2,840
Triple Occupancy rooms with private bath		\$4,836	\$2,418	\$2,418
<b>The Towers Residential Suites</b>				
	<b>Suite Types</b>			
Double Occupancy room with shared bath	A	\$5,948	\$2,974	\$2,974
Single Occupancy room with private bath	E and G	\$7,990	\$3,995	\$3,995
Double Occupancy room within a suite	B and C	\$6,602	\$3,301	\$3,301
Single Occupancy room within a regular suite	C, D and F	\$6,814	\$3,407	\$3,407
<b>Deroy Furnished Apartments (sophomores/juniors/seniors only)</b>				
Efficiency apartment single		\$8,560	\$4,280	\$4,280
One bedroom apartment double		\$6,794	\$3,397	\$3,397
Two bedroom apartment single per room		\$8,164	\$4,082	\$4,082

**2016 - 2017 Apartment Rates (per unit)**

(minimum junior standing or 21 years of age)

**2016-17 Monthly**

<b>Deroy Apartments</b>	
Efficiency unfurnished	\$825
One Bedroom unfurnished	\$908
Two Bedroom unfurnished	\$1,070
<b>Chatsworth Apartments</b>	
Efficiency unfurnished	\$780
One Bedroom unfurnished	\$910
Two Bedroom unfurnished	\$1,175
<b>University Towers</b>	
One Bedroom unfurnished	\$1,100
Two Bedroom unfurnished	\$1,264
Three Bedroom unfurnished	\$1,700

**2016 - 2017 Meal Plans (per person)**

	<b>2016-17 Annual</b>	<b>Fall</b>	<b>Winter</b>
		<b>2016</b>	<b>2017</b>
Warrior Pass 50 (Unlimited + \$50/sem)	\$3,670	\$1,835	\$1,835
Warrior Pass 250 (Unlimited + \$250/sem)	\$4,050	\$2,025	\$2,025
Warrior Pass 400 (Unlimited + \$400/sem)	\$4,300	\$2,150	\$2,150
<b>Weekly Plans (upperclass residents, non-residence hall students/faculty/staff)</b>			
Weekly 12 + 350 (Twelve Swipes/wk + \$350/sem)	\$3,590	\$1,795	\$1,795
Weekly 5 + \$150 (Five Swipes/wk + \$150/sem)	\$1,660	\$830	\$830
<b>Block Plans (non-residence hall students/faculty/staff)</b>			
Block 15 (15 Swipes/sem)		\$110	\$110
Block 30 (30 Swipes/sem)		\$208	\$208
Block 45 (45 Swipes/sem)		\$308	\$308

Any WSU community member can buy Warrior Dollars in \$50 increments.  
All freshmen must select a Warrior Pass Plan

Approved 040116

FORM APPROVED  
for 2017-2018  
JN 02/01/2017  
OFFICE OF THE  
GENERAL COUNSEL