

ACADEMIC YEAR (Fall & Spring Semesters)
 SPRING SEMESTER ONLY
 Male Female

 Last Name First Name M.I. Student ID Number

 Permanent Address City State ZIP Permanent Phone

 Student Date of Birth High School Grad Year Email Address

 Meal Options (see I.B. below) 19 Meal Plan 180 Block Plan 145 Block Plan 120 Block Plan

My signature acknowledges I have read, understand and agree to abide by all the terms and conditions set forth, or incorporated by reference into the Residence Halls Housing and Dining Service Contract and the Navigator On-Campus Handbook as may be published and amended from time to time by the UNIVERSITY. I further agree to make timely payments of the fees to Lake Superior State University as set forth in the University Room and Board Schedule. I understand this contract is in effect from the time of acceptance by the UNIVERSITY until the end of spring semester 2012 or until this contract is terminated by cancellation or contract release; or at the option of the UNIVERSITY under II. J.

Signature: _____ Date Signed: _____

Parent/Guardian Signature: _____ Date Signed: _____
 (Required if RESIDENT is under 18 years of age)

TERMS AND CONDITIONS

PLEASE REALIZE THAT YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH THE UNIVERSITY. Upon signing this contract, you (and your parent(s) or guardian if you are under the legal age of 18) become responsible for all the terms and financial obligations of your contract until the end of the Spring Semester. In consideration of the mutual covenants and stipulations set out in this contract, the University will provide you with living space, facilities, furnishings and meals (as applicable) in accordance with the terms of this contract and University policies. If you are under eighteen (18) years of age, your parent, guardian or other guarantor further agrees that if you fail for any reason to make any payments provided herein, your parent, guardian or other guarantor shall make such payments to the University. This agreement is undertaken separately from the agreement with the Student above. The University shall not enter into an agreement with a student under 18 unless the parent, guardian, or other guarantor agrees to guarantee payment as stated IN THIS PARAGRAPH.

This document and the On-Campus Resident Handbook (The Navigator) set forth the terms and conditions upon which room and board in Lake Superior State University's housing units is leased to a person (herein called RESIDENT) by the University's Board of Trustees (herein called UNIVERSITY).

I. CONTRACT REQUIREMENTS

- A. All RESIDENTS are required to sign a contract for the entire academic year (fall and spring semesters), or for the remainder of the academic year to live in University owned housing units, and must uphold all conditions of this agreement.
- B. RESIDENTS must select a meal plan prior to the beginning of the semester. If a RESIDENT has not selected a plan by the time e-bills are sent, the 180 Block plan will be assigned. Changes are permitted at the Information Desk in the Cisler Center one time each semester. If the Residence Hall Contract is terminated for any reason, all dining rights are forfeited.
- C. ALL RESIDENTS must be enrolled full-time (minimum 12 credits) in order to reside on campus. Only with the permission of the Director of Campus Life and Housing can this requirement be waived.

II. FEES, CONDITIONS OF ASSIGNMENT AND CONTRACT TERMINATION:

- A. **Prepayment of \$300 and a completed application for campus housing must be received by the UNIVERSITY to reserve a room for the 2010-11 academic year. Payments are to be mailed to the Housing Office.**
- B. **The UNIVERSITY reserves the right to change room and board rates if, in its opinion, such change is necessary.**
- C. **CANCELLATION POLICY for UNIVERSITY HOUSING** – Full refund is given for cancellation of housing application for fall semester if notice is given, in writing, to the Housing Office by June 1, 2011. (December 10, 2011 for spring semester)

 One hundred dollars (\$100) is charged for cancellation of housing application after June 1 and before moving into the residence halls.

 A five hundred dollar (\$500) early termination fee is charged to the students who remain enrolled in classes but cancel their housing contract after moving into the residence halls. This charge is reduced \$250 if a two-week (charge weeks) written notice is given and the resident is properly checked out of their unit.
- D. A damage deposit is required prior to checking into the residence halls. Damage deposits are deposited at Central Savings Bank, 511 Bingham Avenue, Sault Ste. Marie, MI 49783 and surety on the bond deposited with the Secretary of State is: Marsh USA, Inc., 1166 Avenue of the Americas, New York, NY 10036-2708. (See back of contract.)
- E. Applicable room and board rates will be prorated on a weekly basis. Charge weeks begin on Sunday or the first day of a period and end on Saturday.
- F. The residency and financial conditions of this agreement shall not be terminated for a RESIDENT to move to a private home or other housing or to commute during the period of this agreement.
- G. It is considered a breach of this contract to move from the assigned room to another room without approval by a representative of the UNIVERSITY.
- H. The UNIVERSITY reserves the absolute right to change room assignments or to require a student to move to a different room. The right is also reserved to assign or reassign rooms in any way that will best utilize the facilities available.
- I. Whenever the room falls below the designated occupancy, the resident may be required to move to another room or pay for a private room. See the Navigator On-Campus Resident Handbook for complete Consolidation Policy.
- J. The UNIVERSITY reserves the right to terminate this contract and take possession of a room for violation of this contract or violations of University policies or regulations.

- K. Breach of this contract authorizes the UNIVERSITY to use any and all legal remedies available, including termination of the lease. Additional remedies include, but are not limited to: denial of meal privileges, refusal to issue grade transcripts or degrees; denial of enrollment for subsequent course work; denial of future residence; and/or termination of the contract and removal from University Housing. The failure of the University to enforce at any time any provision of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this contract or any part thereof, or the right of the UNIVERSITY thereafter to enforce each and every such provision.

III. ROOM AND BOARD AVAILABILITY

- A. Submission of this contract does not guarantee accommodations in the residence halls if the contract and prepayment of room and board are received after residence hall capacity has been reached.
- B. The UNIVERSITY has the right to reassign a confirmed room assignment if the RESIDENT fails to move in or contact the Housing Office before the end of the first full day of classes. This is not a condition for which the RESIDENT is released from the obligations of the contract.
- C. Residence Halls are open for student occupancy only when the UNIVERSITY is in session, according to the following schedule:

Rooms

Fall Semester

Wednesday, August 24, 2011 – Saturday, December 17, 2011

Spring Semester

Friday, January 6, 2012 – Saturday, February 25, 2012

Friday, March 2, 2012 – Saturday, April 28, 2012

Meals

Dinner, August 24, 2011 – Dinner, November 22, 2011

Dinner, November 27, 2011 – Lunch, December 16, 2011

Dinner, January 8, 2012 – Dinner, February 24, 2012

Dinner, March 4, 2012 – Dinner, April 27, 2012

- D. At the end of each semester, RESIDENTS are required to vacate the residence hall by 3:00 p.m. the day following their last scheduled exam or by closing, WHICHEVER COMES FIRST. The residence halls close at 10:00 a.m. on December 17, 2011 for Fall Semester and at 4:00 p.m. on April 28, 2012 for Spring semester. The Spring break closure begins at 10:00 a.m. on February 25, 2012.

IV. GENERAL CONDITIONS

- A. The RESIDENT agrees to comply with the rules and regulations adopted by the UNIVERSITY for the residence hall program and with the terms of the UNIVERSITY'S Student Code of Conduct (see Navigator On-Campus Resident Handbook and online student handbook at www.lssu.edu/studenthandbook for more information). Violation of these rules and regulations is considered violation of this contract and may result in termination of your contract by the University pursuant to the provisions of this contract. This contract shall be governed both as to interpretation and performance, by the laws of the United States, the state of Michigan, by the policies and procedures of the LSSU Board of Trustees and of Lake Superior State University.
- B. The UNIVERSITY requires that all students living in Residence Halls be enrolled full-time (minimum 12 credits) in classes.
- C. The RESIDENT agrees to comply with all fire safety regulations detailed in the fire safety policy, including the prohibition of open flames, burning incense and halogen lamps.
- D. No RESIDENT shall sublet or assign his or her assignment to another person. No unauthorized persons are allowed to reside in the rooms. No pets are allowed in any of the student housing units.
- E. RESIDENT shall not use the residence hall rooms or public areas in a manner which is detrimental to the best interest and welfare of the hall community.
- F. The UNIVERSITY has the right to inspect rooms for health, maintenance and security reasons according to the Entry and Search Procedures and reassign rooms as necessary.
- G. The UNIVERSITY is not liable for the loss and/or damage to money, property or other valuables belonging to the RESIDENT or any other person. RESIDENT is responsible for acquiring any insurance the RESIDENT may desire for the RESIDENT'S protection from liability and property damages.
- H. The RESIDENT shall keep the leased premises clean and free from dirt, garbage and trash, and is to be responsible for repair or maintenance of any item damaged because of the acts or omissions of the RESIDENT or RESIDENT'S guest, invitee or agents. Any necessary repairs or replacement will be made by the UNIVERSITY and be paid for by the RESIDENT.
- I. The RESIDENT may not duplicate UNIVERSITY keys. Keys must be returned to the UNIVERSITY at the end of occupancy term. Lost keys must be reported to the Housing Office and RESIDENT is responsible for the cost of changing locking hardware and replacement keys for all residents in the unit.
- J. Items left in University Housing will be removed and disposed of at the expense of the RESIDENT.
- K. Any notice to be given by the RESIDENT to the UNIVERSITY or its agencies or offices concerning the terms of the contract or a violation of any applicable state or federal law shall be mailed to the UNIVERSITY at the following address: Lake Superior State University, Office of Housing and Residential Life, 650 W. Easterday Ave, Sault Ste. Marie, MI 49783.
- L. RESIDENT must inform the UNIVERSITY housing office in writing within four (4) days after moving of a **forwarding address** where you can be reached and where you will receive mail. Otherwise, your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure. (Michigan Public Act 348).
- M. It is the policy of the UNIVERSITY not to discriminate in the selection and/or assignment of the residence hall rooms.
- N. This agreement and times set for performance of this agreement are subject to change because of strikes, lockout or other labor disputes and disorders which may affect the health or safety of students or affect the educational function of the institution. The UNIVERSITY reserves the right to offer these room and board services at different dates and times provided that when services are offered, these dates will be in conformity with the purpose for which the RESIDENT entered into the agreement.
- O. If any action of their contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.
- P. RESIDENT is responsible for any expenses incurred by the UNIVERSITY in collecting any amount due under this contract, including collection fees up to a maximum of 33 1/3% of the amount due, and attorney's fees and other costs, including court costs.
- Q. In the event that the University shall be prevented from completing performance of any obligations hereunder by act of God or other occurrences whatsoever which are beyond the control of the parties hereto, then the UNIVERSITY shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed by law.