



**NORTHERN MICHIGAN UNIVERSITY  
HOUSING AND RESIDENCE LIFE**

Campus Housing and Dining Services Application and Agreement  
2020-2021 Academic Year  
New NMU Individual Students

1. **TERMS.** All of the residence halls and apartments on campus are owned by the University and The Woods is operated by an independent private company, Greystar Marquette LLC ("Greystar"). If you are assigned to The Woods, all references to "Landlord" in this Agreement mean Greystar, otherwise, all references to "Landlord" mean the University. Once this application is completed and submitted by an eligible applicant, and accepted by Landlord, it shall become a binding agreement (the "Agreement") between both parties for the **ENTIRE ACADEMIC YEAR**, or remaining portion thereof, beginning 8:00 a.m. the Thursday before the first day of classes for the Fall 2020 semester. This Agreement shall terminate at 12:00 noon the Sunday after the Winter 2021 commencement ceremony. Residency in Spooner Hall includes the period between the end of the Fall Semester and the start of the Winter Semester, but the residence halls are not guaranteed to be open during Winter break and your room charges do not include accommodations during the Winter break period. Where not included, students may apply in advance for housing accommodations during the Winter break period, which may be available at extra cost.
2. **INCORPORATED CONDITIONS.** All the terms and conditions specified in this Application/Agreement and the policies listed at <http://www.nmu.edu/housing/contract-housing-policies>, all of which are available upon request and on-line, constitute the full and complete terms and conditions of this Agreement. Residents must comply with all rules and policies in these documents and subsequent policies developed by Housing and Residence Life Staff. All students must comply with the rules and policies in the Northern Michigan University Student Handbook (<https://www.nmu.edu/dso/studenthandbook>).
3. **PAYMENT.** Student accepts responsibility for payment at the rates established by the University, which are available from the Housing and Residence Life Office and on-line at <https://www.nmu.edu/housing/residence-hall-rates> beginning in February 2020. Housing and Dining charges must be paid in full as billed by the University. Non-payment may result in termination of this Agreement. For more information about billing and payment plan options, see <http://www.nmu.edu/studentservicecenter/student-bills>.  
For all NMU student applicants, new and returning, a non-refundable room reservation fee of \$50 is required to process this application and to hold a space on campus. In addition, a \$200 advanced payment is due by May 13, 2020 to continue to hold a space. This advanced payment is applied in full toward first semester charges. Applicants who cancel their agreement between May 13, 2020 and July 17, 2020 may receive a \$100 refund on the advanced payment. The \$200 advanced payment is non-refundable if the applicant does not enroll at the University and terminates this Agreement after July 17, 2019 at 5:00 p.m. EST. Students are also required to pay a nonrefundable comprehensive fee each semester.
4. **BINDING - EARLY TERMINATION.** This Agreement is for the entire academic year (or remaining portion from the effective date). If the student does not assume occupancy of the assigned space by the first day of classes for the first semester in which this Agreement is in effect, the student may be reassigned to another space by the University but still remains obligated for the full housing and dining charges. Students planning to arrive late may hold the original assigned space by informing Housing and Residence Life Office in writing prior to the effective date of this Agreement. Landlord has the right to terminate the Agreement for a resident's failure to fulfil any of the terms and conditions of the Agreement

and to require the resident to vacate the assigned space as permitted by applicable law. Early termination shall result in the following charges:

- If the contract is terminated between the 1<sup>st</sup> day of the contract and the 28<sup>th</sup> calendar day of the contract, a student will be refunded 50% of their housing charges for the current semester and pro-rated meal plan charges.
- If a contract is terminated between the 29<sup>th</sup> calendar day of the contract and the 56<sup>th</sup> day of the contract, a student will be refunded 25% of their housing charges for the current semester and pro-rated meal plan charges.
- If a contract is terminated after the 57<sup>th</sup> day of the contract, no refund will be issued for the current semester except for pro-rated meal plan charges.
- Except that: Residents who are suspended or are withdrawn by the University for disciplinary reasons are responsible for room charges for the entirety of the semester. They will receive pro-rated meal plan charges.
- The room and board rate may be pro-rated if a resident is approved for a contract release pursuant to the terms of this contract. No proration will be given, however, if the resident moves out during the last two weeks of a semester. Students who withdraw for medical reasons or other extenuating circumstances may be eligible for an additional partial refund. These circumstances will be reviewed on a case by case basis by a committee.

5. **ELIGIBILITY.** Neither Landlord nor the student has any obligation to renew this Agreement. During the academic year, campus housing is for the exclusive use of registered full-time students. Part-time students may be accommodated as space permits. A resident who has been convicted of any crime (excepting minor traffic violations or infractions), or pled guilty or no contest to a crime, or who is currently on probation, parole, or under a suspended sentence, must provide information and documentation to the University. A resident who is charged or has been convicted, pled guilty or no contest to any felony, or a misdemeanor involving theft, burglary, pornography, physical assault, indecent exposure, or similar, or any crime of a sexual nature or involving lewd or lascivious conduct, or a crime against a minor, must notify the University promptly after such charge. Conviction or pleading no contest or a suspended sentence relating to these crimes could result in the termination of the Agreement. Failure to notify the University may be grounds for denial of housing or removal from housing, as applicable.

6. **DINING SERVICES.** All occupants of residence hall rooms are required to purchase a meal plan. First time freshmen may select either the Gold or Platinum plans. Residence hall occupants who have earned 28 or more credit hours may also select from the Silver or Bronze plans. Meal plans are optional for all occupants of campus apartments, but Spooner and Dine-NMU plans are among the expanded options. For more information on Dining Services, see <http://meet.nmu.edu/dining/>.

All standard meal plans begin on August 20, 2020. The full-service program continues through lunch on the Saturday of Winter semester commencement, except during Thanksgiving break. No meals will be served after dinner on Friday preceding the Thanksgiving break until dinner on Sunday before classes resume following break. During the mid-semester (Spring) break no meals are served after dinner on the Friday preceding break until dinner on the Sunday before classes resume following the break.

7. **HOUSING ASSIGNMENTS.** Placements and rates are based on full occupancy of each room, which ranges from one to two/four students. Residents who occupy space at below the designed capacity shall be assigned an additional roommate, if available, or may be required to move to fill vacancies and avoid additional charges. The University in its sole judgement reserves the right to reassign residents to other campus accommodations to provide repairs or improvements, or as is otherwise necessary for the efficient operation and/or protection of people or of the premises. Charges for the new space will be pro-rated at prevailing rates. Landlord complies with Federal and State Fair Housing regulations. Eligibility and assignments are not based upon race, color, national origin, religion, gender, handicap, familial status, marital status or age. As allowed by law, all shared rooms and suites are intended for same-gender occupants. Applicants who indicate gender non-binary (above) will be contacted by a Housing and Residence Life professional to discuss specific placement options to help students identify a living space which best suits their needs and preferences. If applications for campus housing warrants, some rooms may be used as temporary housing for an additional student during all or part of the term for this Agreement. Each student in temporary housing will receive a 20% discount from the standard housing

charges until such time as a permanent space becomes available at the designed occupancy level. The Woods are leased and operated by Greystar, pursuant to a lease and operating agreement with the University. If a resident is assigned to The Woods, the resident will owe all the same duties to Greystar as it owes to the University under this Agreement and Greystar will be entitled to all of the rights and protections of the University under this Agreement, except as otherwise agreed between Greystar and the University.

8. **CARE OF FACILITIES - INSPECTION REPORT.** Landlord will keep the premises in reasonable repair during the term of this Agreement and will make all necessary repairs to the housing space within a reasonable time following written notice from the student of the need for repairs. The resident will maintain the housing space in a clean and orderly condition and make no alterations to the premises such as, but not limited to, installing locks, erecting partitions or attaching anything to ceilings, walls, floors, windows or exteriors without prior written consent by the Housing and Residence Life Office. Residents agree to promptly pay for any damage and extraordinary cleaning costs, less reasonable wear and tear, as well as any missing items to their housing space. Resident is also responsible, along with other residents of the community, for maintaining the common areas in a clean, sanitary and safe condition. All residents must conduct an inspection of their assigned space/unit upon move-in, noting any defects, damage or other conditions observed on the Room Inventory Report. Upon completion and return of this report to the Resident Director or the Housing and Residence Life Office, this report will become part of this Housing Agreement. Residents who fail to conduct the inspection and provide a signed Inventory Report to Landlord, waive any right to dispute an assessment of damages to the assigned space/unit upon vacating. Except as documented in the Inspection Report, resident acknowledges that the assigned space/unit, including furnishings, fixtures and appliances, were provided in good working order, repair and condition.
9. **USE OF ASSIGNED SPACE / UNIT.** This Agreement is for private residential purposes only. The resident may not carry on any business or other enterprise from the assigned space/unit, including the use of any assigned phone number or Internet connection. No business signs or advertisements of any kind may be posted in or around the assigned space/unit.
10. **ACCESS.** Landlord reserves the right to enter the resident's housing space in order to conduct inspections; complete necessary or agreed upon repairs; supply necessary or agreed upon services; exhibit the premises to service personnel or contractors; or as is otherwise necessary in the operation and/or protection of the premises or persons. For non-emergency situations, entry will be by arrangement with one or more occupants of the unit, or if reasonable arrangements are impractical or refused, upon one day's prior notice by the University. Routine service requests are considered an invitation to enter and respond to the request as soon as practical during normal business hours. Landlord may enter a bed space or unit at any time and without prior notice when it reasonably believes that a situation exists that could cause danger to life, safety, health or property, or constitute a violation of this Agreement.
11. **INDEMNIFICATION.** The resident agrees to hold harmless, release, defend and indemnify the University, including its trustees, employees, agents, and its respective subsidiaries and affiliates, and with respect to residents of The Woods, Greystar Marquette LLC, and its parents, affiliates, officers and employees ("Released Parties"), from all liabilities and claims for injury or death to persons or damage or theft to property arising from the use, occupancy, presence or other interaction within the housing and dining facilities by the resident and their guests. Resident further agrees to indemnify each Released Party for any injuries to the resident or any guest or other person or property that the resident may cause as a result of occupancy or use by resident or any guest of resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, or damages, including reasonable attorneys' fees and expenses that a Released Party incurs as a result of any breach of this Agreement by the resident, to the fullest extent permitted by law.
12. **INSURANCE.** The student acknowledges that Landlord does not provide protection against loss, damaged or stolen personal property, nor any liability coverage for residents of campus housing. Students are therefore hereby advised to obtain appropriate renter's insurance for such protection.
13. **UNFIT FACILITIES.** If the resident's assigned room should become unfit for occupancy through damage by any cause except through the acts or neglect of the resident, residents will be entitled to a pro-rated adjustment of charges for the period during which the space is unfit. If such damage cannot be repaired within 60 days and the student is not re-assigned to other campus space, this Agreement may be terminated at Landlord's discretion.

14. SERVICE EXCEPTION. Landlord is not liable for failure to perform an obligation under this Agreement in the event that such failure is caused by or due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, fire, acts of God, the public enemy, or any other cause beyond reasonable control of Landlord.

**ADDENDUM TO THE 2020-2021 CAMPUS HOUSING AND  
DINING SERVICES APPLICATION AND AGREEMENT**

This Addendum amends and supplements the Campus Housing and Dining Services Application and Agreement for the 2020-2021 Academic Year (the "Agreement") between the undersigned individual ("Student"), Northern Michigan University ("NMU") and Landlord (if other than NMU, as defined in the Agreement) for the residential unit or space assigned (the "Space"). Capitalized terms used but not otherwise defined have the same meanings as used in the Agreement.

In consideration for the right to be able to reside in on-campus at NMU during unprecedented times caused by COVID-19 and other factors, Student, NMU and Landlord agree that the terms of the Agreement and any Ancillary Document (as defined below), regardless of whether entered into prior to, simultaneously or after the date of this Addendum, are superseded and changed as follows:

1. Dates. Move-in for Fall 2020 shall commence no sooner than August 8, 2020, and move-out for the Winter break period shall be completed no later than November 29, 2020.
2. Service Exception. Section 14 of the Agreement is hereby replaced entirely with the following:
  14. Service Exception. Landlord shall not be liable for failure to perform an obligation under this Agreement in the event that Landlord is prevented from so doing by cause or causes beyond the Landlord's control, including, without limitation, labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty not caused by the Landlord's negligence or willful misconduct, inability to obtain any material or service that is not reasonably foreseeable or avoidable, epidemics or pandemics, including without limitation the COVID-19 pandemic, and any executive orders, laws, rules, regulations or ordinances issued by a federal, state, or local government authority in direct response thereto, or acts of God. Student does not have the right to unilaterally cancel this Agreement without consequence.
3. Cleanliness and Sanitation. Student shall be responsible for cleanliness, orderliness and sanitation of Student's Space and surrounding area and their own expense. Student shall comply with all applicable laws, rules, regulations and ordinances; NMU policies and rules; and appropriate health codes or standards. Student's garbage, trash, recycling and other waste must be deposited in the designated dumpster locations.
4. Abandoned Property. If the Agreement expires or is terminated or if Student is removed from or abandons the Space, Student is responsible for removing all Student's property from the Space immediately. Landlord may dispose of any property left unclaimed by Student 30 days after termination or expiration of this Agreement or after Student's removal from or abandonment of the Space. Student agrees to release NMU and Landlord from any and all liability and to hold NMU and Landlord harmless for any loss, theft, or destruction of such abandoned property.
5. Order of Precedence. This Addendum shall take precedence and control over the terms of the Agreement and any document or terms referenced in the Agreement ("Ancillary Document"). Except as expressly set forth in this Addendum, the Agreement and Ancillary Documents shall remain in full force and effect in accordance with their terms.
6. I ACKNOWLEDGE THAT (A) I HAVE READ (OR HAVE HAD READ TO ME) EACH AND EVERY PROVISION IN THIS ADDENDUM; (B) I UNDERSTAND EACH OF THE PROVISIONS IN THIS ADDENDUM; (C) I VOLUNTARILY AGREE WITH, ACCEPT, AND ACKNOWLEDGE EACH PROVISION; AND (D) I AM BOUND BY THIS ADDENDUM.

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**Signature of Student or Student's Legal Guardian, if Student is less than 18 years of age**

**Date**