

SAMPLE

Daniell Heights Apartments

Contract Terms and Conditions

2023-2024

I. APARTMENT DEFINITIONS

1. LOCATIONS and USAGE

- 1.1 Daniell Heights apartments area is defined as the housing area in the 1800, 1900, 2000, and 2100 block of Woodmar Drive.
- 1.2 This housing area is for full-time status undergraduate students, graduate students, visiting scholars, post-doc scholars, and new faculty or staff members.

2. CONTRACT HOLDER

- 2.1 The CONTRACT HOLDER must live continuously in the apartment except for normal school breaks.
- 2.2 The CONTRACT HOLDER signs the contract and is fully responsible for paying the full monthly rent as well as any damage charges or miscellaneous charges.
- 2.3 The CONTRACT HOLDER must be a currently employed staff member or a currently enrolled student in good academic standing and conduct standing at Michigan Tech with no financial holds in place. Students are only eligible for if they have undergraduate Senior class standing with at least ninety (90) credit hours completed or are an enrolled graduate student. Enrollment or employment with Michigan Tech must occur continuously during the Fall and Spring semesters. CONTRACT HOLDER must be twenty-one (21) years of age or older.
- 2.4 Visiting scholars and post-doc scholars are considered to be faculty or staff members, not students.
- 2.5 The CONTRACT HOLDER must have their assigned Daniell Heights apartment address as their primary mailing address.

3. REGISTERED TENANT

- 3.1 REGISTERED TENANT(S) is defined as the person(s) co-residing in the unit who must be ONE of the following: an enrolled Michigan Tech student in good academic and conduct standing with no financial holds in place; an authorized dependent living with a Michigan Tech student; or a Michigan Tech staff member. An authorized dependent qualifying as a REGISTERED TENANT must be the spouse, partner or dependent child of a Michigan Tech affiliated REGISTERED TENANT.
- 3.2 The REGISTERED TENANT is responsible for making a rent payment arrangement directly with the CONTRACT HOLDER, not with Michigan Tech.
- 3.3 Each REGISTERED TENANT must have their assigned Daniell Heights apartment address as their primary mailing address.
- 3.4 Each REGISTERED TENANT must fill out the REGISTERED TENANT information sheet at Residence Education and Housing Services, 153 Wadsworth Hall.
- 3.5 CONTRACT HOLDER agrees to notify Residence Education and Housing Services, 153 Wadsworth Hall, of a REGISTERED TENANT change within five business days. Failure to comply will result in \$50.00 improper REGISTERED TENANT change fee. The REGISTERED TENANT will lose their opportunity to take over that apartment as a CONTRACT HOLDER in the future if eligible.
- 3.6 Faculty and staff members may not be the REGISTERED TENANT(S) for student CONTRACT HOLDERS. Faculty and staff members can be the REGISTERED TENANT(S) for faculty and staff member CONTRACT HOLDERS.
- 3.7 Michigan Tech reserves the right to reject any person as a REGISTERED TENANT and refuse that person access to University housing.

4. DEPENDENTS

- 4.1 DEPENDENTS are defined as the minor children of the CONTRACT HOLDER or REGISTERED TENANT who live with the CONTRACT HOLDER or REGISTERED TENANT at least fifty-one (51) percent of the time. DEPENDENTS must have the Michigan Tech apartment address as their primary address.
- 4.2 All DEPENDENTS must be registered using a DEPENDENT form available at Housing.
- 4.3 Minor children are under the age of eighteen (18). Upon turning eighteen (18) years of age, the minor child becomes a legal adult. If the CONTRACT HOLDER wants the adult child to continue to reside in the Michigan Tech apartments, the CONTRACT HOLDER must meet with the Director of Residence Education and Housing Services, 153 Wadsworth Hall, to request an exception to the REGISTERED TENANT age requirement (REGISTERED TENANT, section 3.1).

5. GUESTS

- 5.1 GUESTS are permitted. Overnight GUESTS are permitted for three (3) nights without registration. Any GUEST that stays longer than three (3) nights must be registered at Residence Education and Housing Services, 153 Wadsworth Hall, before 5:00PM on the fourth (4) night.
- 5.2 GUESTS are not permitted to stay fourteen (14) or more days in any apartment. GUESTS who stay fourteen (14) or more days, consecutively or not, are considered to be occupying the apartment. This is unapproved occupancy and it is prohibited.
- 5.3 Breach of these provisions shall result in an additional rental charge to be paid by the CONTRACT HOLDER in the amount of \$500.00 per month for any month during which this provision is at any time breached. The CONTRACT HOLDER may have their contract terminated by the University and all apartment occupants may be required to move out immediately due to the CONTRACT HOLDER'S breach of contract.

6. OCCUPANTS

- 6.1 For the purpose of this contract, the term OCCUPANT refers to any CONTRACT HOLDER, REGISTERED TENANT, DEPENDENT, or GUEST.

II. OCCUPANCY REQUIREMENTS

1. OCCUPANCY LIMITS

- 1.1 Occupancy shall be limited to CONTRACT HOLDERS, REGISTERED TENANT(S), and their respective DEPENDENTS (minor children under the age of eighteen).
- 1.2 The occupancy of a one bedroom apartment shall not exceed one (1) CONTRACT HOLDER, one (1) REGISTERED TENANT, and two (2) DEPENDENTS.
- 1.3 The occupancy of a two bedroom apartment shall not exceed one (1) CONTRACT HOLDER, two (2) REGISTERED TENANTS, and three (3) DEPENDENTS.
- 1.4 The occupancy of a three bedroom apartment shall not exceed one (1) CONTRACT HOLDER, three (3) REGISTERED TENANTS, and four (4) DEPENDENTS.

2. UNAPPROVED OCCUPANCY

- 2.1 Unapproved occupancy will not be tolerated by the University.
- 2.2 Unapproved occupancy in excess of the specified limits of over fourteen (14) days, whether or not consecutive, may result in additional charges of \$500.00 per month and/or eviction at the University's discretion. The CONTRACT HOLDER may have their contract terminated by the University and all apartment occupants may be required to move out immediately due to the CONTRACT HOLDER'S breach of contract.
- 2.3 An additional occupant may not be added to the apartment in any absence of the CONTRACT HOLDER as this would be subleasing or subletting. Subleasing or subletting is unapproved occupancy and is strictly prohibited at all times. Subleasing violations may result in additional charges of \$500.00 per month and/or eviction at the University's discretion. The CONTRACT HOLDER may have their contract terminated by the University and all apartment occupants may be required to move out immediately due to the CONTRACT HOLDER'S breach of contract.

3. UNIVERSITY AFFILIATION REQUIREMENT

- 3.1 Initial and continued occupancy requires that the CONTRACT HOLDER is and remains a full-time student, faculty, or staff member of Michigan Tech. Students must be enrolled as full-time students in both the Fall and Spring semesters each year.
- 3.2 CONTRACT HOLDERS must immediately report to the Director of Residence Education and Housing Services, 153 Wadsworth Hall, the loss of University affiliation if they are no longer enrolled at or employed by Michigan Tech.
- 3.3 Failure to maintain the University affiliation requirement may result in the immediate termination of the housing contract. The CONTRACT HOLDER may have their contract terminated by the University and all apartment occupants may be required to move out immediately due to the CONTRACT HOLDER'S breach of contract.

4. IMMIGRATION STATUS

- 4.1 No OCCUPANT may remain in the Daniell Heights apartments if a change in their immigration status causes them to become "out of status" and illegal as determined by U.S Immigration and Customs Enforcement (ICE) regulations.
- 4.2 Furthermore, no CONTRACT HOLDER may permit their apartment to be used by any person who does not have proper ICE immigration status to remain in the USA.
- 4.3 Michigan Tech reserves the right to immediately terminate the rental contract of any such CONTRACT HOLDER or REGISTERED TENANT and will incur no liability to the CONTRACT HOLDER or REGISTERED TENANT for such termination.
- 4.4 The Residence Education and Housing Services staff will refer all OCCUPANTS who are known to be "out of status" to the Michigan Tech Office of Academic and Community Conduct as well as to applicable law enforcement agencies.

III. TERMINATION BY CONTRACT HOLDER

1. This contract terminates on June 30, 2020 at noon (regular contract termination date) as indicated on page 1 of the contract.
2. **CONTRACT RELEASE REQUESTS**
- 2.1 If a CONTRACT HOLDER wishes to terminate the contract obligation prior to the above termination date, the CONTRACT HOLDER may apply for a contract release by submitting the proper contract release request form which is available online. Additional information is available at Residence Education and Housing Services, 153 Wadsworth Hall. A contract release request does not guarantee a release of contract and financial obligations to the University. Contract release requests can be submitted at any time and are reviewed by the committee once per month at their scheduled meeting.
- 2.2 A CONTRACT HOLDER who wishes to terminate this contract prior to the above termination date and remain enrolled in the subsequent semester at Michigan Tech **MAY NOT** do so unless prior written approval is received from the Residence Education and Housing Services Contract Release Committee. It is our intention to **withhold approval except for extreme circumstances**.
- 2.3 A CONTRACT HOLDER who decides not to enroll, cancel the enrollment, or defer the enrollment must give written notice to Housing (and also to either Admissions or the Graduate School) to be eligible for a full refund of any housing deposits. A \$300 fee will be charged to any CONTRACT HOLDER who accepts a contract and then fails to notify Housing (and either Admissions or the Graduate School) thirty (30) days before the first day that the housing contract is scheduled to start.
- 2.4 A CONTRACT HOLDER who fails to show up or to take possession of the apartment on the first day of the contract will be charged rent until such time that the contract holder arrives or that Housing is reasonably able to determine that the

- CONTRACT HOLDER will not be arriving. Housing may administratively terminate the contract for any CONTRACT HOLDER who fails to arrive and fails to give Housing proper advance written notice. A \$300 cancellation fee will be charged in addition to any rent for the time in which the contract was active and the apartment was being held for the CONTRACT HOLDER.
- 2.5 No release shall be effective until the release granted is communicated in writing to the CONTRACT HOLDER.
- 2.6 Upon release by the University, a \$300.00 contract release fee will be assessed.
- 2.7 If the CONTRACT HOLDER is not released from the contract, the CONTRACT HOLDER will continue to be responsible for the full monthly rent for the duration of the contract or until the University is able to start a new contract with a new CONTRACT HOLDER.
- 2.8 If the contract release is approved, all occupants of the apartment must concurrently move out from the apartment. The CONTRACT HOLDER must return all keys to Residence Education and Housing Services, 153 Wadsworth Hall. If the keys are not returned on time, the CONTRACT HOLDER will be charged four (4) times the daily rental rate for each date that the keys are not returned and the CONTRACT HOLDER remains in possession of the apartment. Apartment vacancy will be confirmed after the keys are returned to Residence Education and Housing Services. If any occupant remains in the apartment beyond the contract release date, the CONTRACT HOLDER will be charged four (4) times the daily rental rate for each date that the apartment remains occupied.

3. EDUCATIONALLY RELATED RELEASES FOR THE END OF FALL SEMESTER

- 3.1 The CONTRACT HOLDER may request to be released from their contract without penalty for the following educationally related reasons for the end of the fall 2023 semester only:
- A. graduation,
 - B. co-op,
 - C. internship,
 - D. study abroad,
 - E. withdrawal, or
 - F. academic dismissal.
- 3.2 The CONTRACT HOLDER will be released from the housing contract without penalty at the end of the fall 2023 semester for educationally related releases if the following conditions are met:
- A. Request for early releases are only granted for the following dates:
 - i. Fall Semester: Move out must occur by December 17, 2023 at noon
 - ii. Spring Semester: Move out must occur by May 15, 2024 at noon.
 - B. Applicants can only be considered for an educationally related release during the semester they would be the qualifications listed in 3.1. Rent will be prorated to the dates specified in 3.2A or when the CONTRACT HOLDER moves out, whichever is later.
 - C. To apply for educationally related release, written notice must be provided to Residence Education and Housing Services, 153 Wadsworth Hall at least thirty (30) days in advance of the approved early release dates listed above in 3.2A.
 - i. For December release, written notice is needed by November 17, 2023
 - ii. For May 15, 2024 release, written notice is needed by April 15, 2024
 - D. Contract holder must be approved for educationally related release by Residence Education and Housing Services to be released from contract.
 - E. All keys must be properly turned in by noon on the CONTRACT HOLDERS approved release date. Keys must not be left in the apartment or given to a third party. The return of the keys signal that the CONTRACT HOLDER has vacated the apartment. Failure to return keys will indicate that the CONTRACT HOLDER is still in possession of the apartment. Failure to return all of the issued keys will result in lost key charges of \$55.00 per key core, \$5.00 per key, and \$10.00 per mailbox key.
 - F. All personal possessions must be removed from the apartment, the apartment cleaned and all trash must be removed.
 - G. Failure to give 30-day proper notice (deadlines are listed in 3.2.C) and move out and return all keys by their approved move out date at noon disqualifies the CONTRACT HOLDER from being released from the contract without penalty. The remaining rent charges may continue to accrue until the University is able to fill the apartment vacancy. The CONTRACT HOLDER will be assessed four (4) times the daily rate for moving out late, maintaining occupancy, or returning keys after their approved move out date.

4. IMPROPER MOVE OUT

- 4.1 The CONTRACT HOLDER who moves out from an apartment, for any reason, and is **NOT** released from the rental contract will be responsible for the entire apartment rent for the entire duration of the housing contract. If the University is able to secure a new CONTRACT HOLDER, the University will stop charging the original CONTRACT HOLDER for future rent.
- 4.2 If a REGISTERED TENANT is eligible to take over the contract, has lived in the apartment for at least four months and is a Michigan Tech student, and no registered tenant takeover has occurred, the REGISTERED TENANT can become the CONTRACT HOLDER in the event of CONTRACT HOLDER'S termination prior to the regular termination date. If no REGISTERED TENANT meets these requirements the REGISTERED TENANT(S) must move out from the apartment concurrent with the CONTRACT HOLDER.
- 4.3 The following penalties may occur if the CONTRACT HOLDER moves out improperly:
- A. \$100.00 fee for improperly returning keys,
 - B. The remaining rent charges may continue to accrue until the University is able to fill the apartment vacancy,

- C. The CONTRACT HOLDER will be assessed four (4) times the daily rental rate for moving out after the normal contract termination date or for moving out after the agreed contract release date if a contract release was requested.
 - D. A hold may be placed on the CONTRACT HOLDER'S University account, which may prevent registration, graduation, or access to transcripts until all fees are paid.
 - E. The CONTRACT HOLDER will be charged for the removal and disposal of any abandoned property or trash that is left on the premises after the CONTRACT HOLDER has moved out or abandoned the apartment.
- 4.4 Abandonment is improper move out.
- A. If the CONTRACT HOLDER is physically absent from the apartment and/or owes unpaid rent, and if the University has reason to believe in good faith that the CONTRACT HOLDER has abandoned the apartment with no intent to continue CONTRACT HOLDER'S residence, then the residence will be deemed conclusively to have been abandoned by the CONTRACT HOLDER.
 - B. The University may enter abandoned premises to perform repairs, maintenance and cleaning and to make a reassignment.
 - C. A determination of abandonment shall also constitute a conclusive determination that all personal property of the CONTRACT HOLDER remaining on the premises has been abandoned or discarded. CONTRACT HOLDER shall pay to the University any costs associated with removing abandoned or discarded property from the premises. All abandoned items will be discarded.

5. **CONTRACT HOLDER and REGISTERED TENANT RELATIONSHIP**

- 5.1 The CONTRACT HOLDER has the right to ask any REGISTERED TENANT to move out if they do not pay their share of the monthly rent. The CONTRACT HOLDER shall remain responsible for the full monthly contract rental amount notwithstanding any absence by any REGISTERED TENANT or failure by any REGISTERED TENANT to pay rent.
- 5.2 If the CONTRACT HOLDER decides to move out of the apartment, a REGISTERED TENANT may take over the contract and become the CONTRACT HOLDER provided they are currently enrolled at Michigan Tech, were listed as a REGISTERED TENANT for that apartment, are at least twenty-one (21) years of age, and have resided in the apartment for at least four months. An apartment may be transferred to a REGISTERED TENANT only one time. Once that tenant moves out, any remaining occupants must also move out and the apartment becomes available for individuals on the waiting list according to the established priority.
- 5.3 If the CONTRACT HOLDER moves out, all occupants must also concurrently move out from the apartment if a REGISTERED TENANT takeover is not approved in advance by Residence Education and Housing Services, 153 Wadsworth Hall.
- 5.4 A CONTRACT HOLDER who wants a REGISTERED TENANT to move from the apartment should give the REGISTERED TENANT thirty (30) days written notice.

IV. **TERMINATION BY UNIVERSITY**

- 1. **THE UNIVERSITY MAY TERMINATE THIS CONTRACT** by giving the CONTRACT HOLDER thirty (30) days written notice of termination in the event it desires the premises to be vacated at any time; except when the CONTRACT HOLDER is asked to leave immediately for disciplinary reasons, is specifically sanctioned under the University Code of Community Conduct as a result of University disciplinary action, is no longer employed by the University, is no longer an actively enrolled student during the Fall or Spring semester, or is in breach of any term of this Contract Terms and Conditions, in which cases the CONTRACT HOLDER may be requested to immediately move out of the premises if the breach is not corrected or is not correctable within 7 days of receipt of notice of breach.
- 2. The CONTRACT HOLDER, REGISTERED TENANT(S), DEPENDENT(S), GUEST(S) and any other OCCUPANT(S) must move out upon receipt of proper notice. Proper notice may be delivered by mailed letter, email to the CONTRACT HOLDER'S Michigan Tech email account, or letter delivered by Residence Education and Housing Services staff to the CONTRACT HOLDER.
- 3. Continuing to occupy the apartment by physically remaining in the apartment, refusing to remove possessions, or by retaining any apartment keys will result in charges equal to four (4) times the daily rental rate which will be the responsibility of not only the CONTRACT HOLDER but also of the party failing to timely vacate.

V. **UNIVERSITY RESERVES THE RIGHT TO:**

1. **FURNISH UTILITIES**

- 1.1 The University shall provide electricity, water, sewer, trash removal, heat, internet service and such other services as it may deem appropriate.
- 1.2 The University shall not be liable for failure to provide any of these services which it may agree to provide when such failure is caused by weather, acts of God, conditions beyond the reasonable control of the University, or by accidents, repairs, emergencies, labor disturbances, or labor disputes of any character, whether resulting from or caused by acts of the University or otherwise.
- 1.3 Failure to provide utilities shall not give the CONTRACT HOLDER the right to move out.
- 1.4 The University shall not be liable under any circumstances for loss of or damage to property, however occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the said utilities or services.
- 1.5 Any service or utility not provided by the University and desired by the CONTRACT HOLDER shall be the sole responsibility of the CONTRACT HOLDER and may be installed or received only if approved by the University and in compliance with University's conditions of approval.
- 1.6 In the event that a CONTRACT HOLDER is delinquent with any part of their University bill including but not limited to monthly rent, the University reserves the right to suspend or terminate internet services until the bill is paid in full.

2. FURNISHINGS and FIXTURES

- 2.1 The University shall provide furnishings and fixtures. Furnishings and fixtures belonging to the University must not be removed from the apartment unless prior permission is granted in writing by Residence Education and Housing Services, 153 Wadsworth Hall.
- 2.2 Only CONTRACT HOLDERS may submit a furniture removal/installation request. This request must be submitted after the contract is signed, and before the CONTRACT HOLDER or any occupant moves in to the apartment.
- 2.3 The following furniture items are included for each apartment type:
- A. One bedroom apartments have: one couch, one end table, two counter stools, one microwave, one full size range, one full size refrigerator, one vented hood, and one bed.
 - B. Two bedroom apartments have: one couch, one chair, one end table, one dining room table, four chairs, one microwave, one full size range, one full size refrigerator, one vented hood, and one bed per bedroom.
 - C. Three bedroom apartments have: one couch, one chair, one end table, one dining room table, four chairs, one microwave, one full size range, one full size refrigerator, one vented hood, and one bed per bedroom.
- 2.4 Each bedroom will come with one bed, one chest of drawers, one desk, and one desk chair.
- 2.5 Additional furniture cannot be provided to CONTRACT HOLDERS who choose to add additional REGISTERED TENANTS.
- 2.6 If an apartment inspection is performed and any furnished item (furniture, modem, or other item) is found to be missing or damaged, the CONTRACT HOLDER will be charged for the cost to repair or replace the item.

3. KEEP THE PROPERTY in reasonably livable condition (excluding routine interior cleaning during the term of the contract, which shall be CONTRACT HOLDER'S sole responsibility).

4. TERMINATE or TEMPORARILY SUSPEND the contract without notice in case of an emergency that would make continued operation of the assigned Daniell Heights apartment not possible.

5. DETERMINE AT ITS DISCRETION that, due to past or current behavior and/or criminal activity on the part of the applicant, CONTRACT HOLDER, REGISTERED TENANT(S), DEPENDENT(S), GUEST(S) or other OCCUPANT(S), the University's best interests would be best served if the applicant or OCCUPANT is not permitted to reside in University housing.

6. COLLECT RENT

- 6.1 The University may impose penalties when the CONTRACT HOLDER fails to pay rent in full on time on the first day of each month:
- A. Late fees. A \$50 late fee is charged when rent is not paid in full by the tenth day of the month.
 - B. Place a hold on the student account that may prevent course registration and other normal University business.
 - C. Terminate or temporarily suspend access to internet services.
 - D. Deny REGISTERED TENANT takeover requests.
 - E. Deny requests to add or remove additional REGISTERED TENANTS to the apartment.
 - F. Deny apartment transfer requests.
 - G. Deny future contract renewal opportunities.
 - H. Deny future on-campus housing requests as a CONTRACT HOLDER, REGISTERED TENANT, or GUEST.
 - I. Eviction.
- 6.2 The UNIVERSITY may, at its option, apply all or any portion of CONTRACT HOLDER'S non-tuition financial aid granted or administered by the UNIVERSITY toward advance rental fees, including advance payment of all months remaining under this contract.

7. ENTRY, REPAIRS, INSPECTIONS, and INSTALLATIONS

- 7.1 The University respects the right of the OCCUPANT(S) to privacy while simultaneously being concerned about health, safety and welfare of all OCCUPANTS, both as groups and individuals.
- 7.2 Authorized University staff will enter residences at reasonable times to inspect the condition of the premises and furnishings, to perform necessary maintenance and custodial services, and to inspect for breach of contract concerns. Entry is permitted while the CONTRACT HOLDER or other OCCUPANT is not present.
- 7.3 For the purpose of this policy, the term "authorized University staff" is defined as any employee issued a passkey under the auspices of the University.
- 7.4 Entry of Public Safety officers into University residences is governed by state and federal law and not by this policy.
- 7.5 Authorized University staff will enter residences when they have information that would cause a reasonable and prudent person to believe that conditions exist which:
- A. Represent an immediate threat to the safety, health, or welfare of residents.
 - B. Represent an immediate threat to property.
 - C. Represent a violation of University regulations requiring action.
 - D. Authorization to search premises and possessions under conditions not covered above may be granted only by the Director of Residence Education and Housing Services, the Dean of Students, or designated representative. An application must be made by authorized University staff, specifying the reasons for the search and the objects or information sought, prior to a search being conducted. A reasonable attempt will be made to provide the residents with an opportunity to be present during the search.
- 7.6 The CONTRACT HOLDER or REGISTERED TENANT may request repairs during normal business hours by using the online repair request form. Non-urgent repairs are made during normal posted business hours, Monday through Friday, excluding semester breaks, University closures, and holidays.
- A. After normal posted business hours, repair requests submitted online will be prioritized and addressed during the following normal business hours.

- B. If the CONTRACT HOLDER or REGISTERED TENANT has an urgent problem that cannot wait for the next business day, the CONTRACT HOLDER or REGISTERED TENANT may call the Facilities Emergency Repair phone number 906-487-0001 for emergency assistance.
- C. When staff respond to perform emergency assistance after posted normal business hours, the CONTRACT HOLDER may be charged a minimum of \$150 convenience service fee if it is not a true emergency or if the repair is due to the OCCUPANTS' negligence.
- D. When staff respond to perform emergency assistance after posted normal business hours, the CONTRACT HOLDER will not be charged a convenience service fee if it is a true emergency that is not due to the OCCUPANTS' negligence.

8. PERIODIC CLOSING OF WOODMAR DRIVE

The University may close Woodmar Drive to traffic for reasonable periods of time if it becomes necessary.

VI. CONTRACT HOLDER AGREES TO THE FOLLOWING:

1. CLEANING and DAMAGES

- 1.1 The CONTRACT HOLDER agrees to pay for damages and necessary cleaning which is noted at the time they move out. The payment will be deducted from the housing deposit that the CONTRACT HOLDER pre-paid upon initiation of the contract. Any overage will be credited to the CONTRACT HOLDER'S account. Any shortage will be charged, with payment to be made upon demand.
- 1.2 The CONTRACT HOLDER shall be personally responsible for any damages to University property resulting from the intentional or negligent act of any OCCUPANT of the apartment, reasonable wear and tear excepted. Loss of personal property from or damage to common areas may be assessed to OCCUPANTS of the apartment, floor, building or contiguous area in the good faith discretion of the University. Payment shall be made upon demand.

2. CONDITION of PREMISES

- 2.1 The CONTRACT HOLDER acknowledges the receipt of the premises and furnishings in good order and repair, and in clean, livable condition; agrees to maintain the said premises and furnishings in good and clean condition at all times, and will refrain from creating any condition that may be considered detrimental to the health and safety of themselves or others, and will report immediately any loss or damage to management.
- 2.2 CONTRACT HOLDER will report immediately any loss or damage or utility failure to Residence Education and Housing Services, 153 Wadsworth Hall, and will keep exterior facing doors and windows closed during the winter months to prevent unnecessary utility usage or freezing damage.
- 2.3 The CONTRACT HOLDER will be liable for the cost of any repairs needed due to the CONTRACT HOLDER'S negligence of leaving windows open during cold seasons. The CONTRACT HOLDER will be charged for the increase in utility bills as a result of leaving windows open.
- 2.4 The CONTRACT HOLDER, at the termination of this contract, shall deliver up said premises in as good order and repair as the same were on the date of execution of this contract, reasonable wear and tear excepted. If repairs are made necessary by CONTRACT HOLDER'S act of neglect or that of any OCCUPANT, the repairs may be made by the UNIVERSITY and the expense thereof shall be paid by the CONTRACT HOLDER to the University on demand.
- 2.5 Walls and ceilings must be maintained by CONTRACT HOLDER in good condition. If not, the CONTRACT HOLDER will be charged for repainting. No changes 1) in the color, texture or finish of any floor or ceiling, or 2) in the color, texture, or finish of any wall or surface, whether interior or exterior, or 3) of any University supplied furniture, fixture or appliance or the surface thereof, may be made.
- 2.6 If the CONTRACT HOLDER intends to be away from the premises for any length of time during the cold season, the CONTRACT HOLDER must take precautions to have heat levels monitored and maintained to avoid broken pipes and water damage inside the apartment due to heating system failure or inadequate heat levels.
- 2.7 OCCUPANTS will not allow standing water on any floor. The CONTRACT HOLDER will ensure that water that overflows from any sink, bathtub, or toilet is promptly removed and that the surface is dried to prevent damage. If water leaks through the floor due to standing water, the CONTRACT HOLDER may be charged for the damage to the building.
- 2.8 OCCUPANTS agree to keep exterior facing doors and windows closed to prevent water from entering the apartment during wet weather.
- 2.9 CONTRACT HOLDER agrees to promptly report any unsafe condition to management immediately.
- 2.10 CONTRACT HOLDER agrees to comply with all instructions from the management to remove or prevent infestation of insects, vermin, rodents, cockroaches, bedbugs, or any other pest.
- 2.11 CONTRACT HOLDER agrees to properly store bicycles in bicycle racks in the Daniell Heights community.

3. COMMON AREAS

- 3.1 Living areas, common halls, stairs, and laundry room cleanliness are the responsibility of the CONTRACT HOLDER.
- 3.2 OCCUPANTS are encouraged to develop a schedule for maintaining clean laundry rooms, shared hallways, and common areas.
- 3.3 Trash shall not be stored in the common areas. All trash shall be placed in the provided trash receptacles.
- 3.4 Shoes and toys shall be stored inside apartments and not left in shared hallways or common areas.
- 3.5 If OCCUPANTS fail to maintain clean common areas, management reserves the right to clean the common areas and assess a cleaning fee to the CONTRACT HOLDERS.

4. LAUNDRY ROOM

- 4.1 Washers and dryers will be provided by the University to each building. The Laundry Room is a shared common area.
- 4.2 Laundry etiquette dictates that you should not touch your neighbor's laundry while the machine is in use or while the machine is

reserved for a neighbor's use. If clothes are dry and the machine has stopped, you may carefully set the clean clothes on top of the dryer. Do not wash clothes after 10pm or before 8am. Clean the lint out of the lint trap after each use.

4.3 Clothing dye may not be used in the laundry machines.

4.4 Do not overfill the washer or dryer.

4.5 Keep the laundry room exterior facing door shut to prevent pests and to prevent pipes from freezing in cold weather.

4.6 Store laundry soap and supplies in the laundry room at your own risk.

5. SNOW and ICE REMOVAL

5.1 Snow removal is a shared responsibility between all OCCUPANTS and the University.

5.2 The University will remove snow from sidewalks and parking lots on a regular basis.

5.3 The University will provide shovels to the apartment buildings. OCCUPANTS are responsible for removing snow from the building to the sidewalk adjacent to the parking lot in front of the building. Failure to remove the snow may prevent deliveries to the apartment building.

5.4 OCCUPANTS will exercise caution while moving through walkways, roads, and parking lots during colder months and winter weather conditions.

5.5 The CONTRACT HOLDER and OCCUPANTS can report to the University when snow is blocking campus roadways or parking lots or if slippery walkways need attention by calling: 906-487-SNOW or 906-487-7669. Patience may be necessary during extreme weather events as the Facilities crew will be working campus wide on a daily basis to remove snow.

5.6 CONTRACT HOLDERS may be required to periodically move their vehicles to assist the University in snow removal from the parking lot, road, or other structures. If the CONTRACT HOLDER fails to move any vehicles, the vehicles may be towed so that the parking lot, road, or other structures may be cleared. The CONTRACT HOLDER will be charged for all towing fees.

6. KEYS AND LOCKS

6.1 CONTRACT HOLDER or REGISTERED TENANT may not install any additional locking device to any door, door jamb or door frame in the apartment. Violation will result in immediate removal of the locking device with any damages caused by removal charged to the CONTRACT HOLDER.

6.2 The CONTRACT HOLDER will be issued all keys for the apartment. The CONTRACT HOLDER will receive one (1) mailbox key in addition to the keys for the apartment. The CONTRACT HOLDER will receive two (2) keys for a one (1) bedroom apartment, three (3) keys for a two (2) bedroom apartment, and four (4) keys for a three (3) bedroom apartment.

6.3 The CONTRACT HOLDER will be charged for any lost key:

A. \$55 to replace a lock core for the apartment door or storage unit lock,

B. \$5 per lost key, and

C. \$10 per lost mailbox key.

6.4 The CONTRACT HOLDER may request the use of a storage locker based on availability. If accepted, the CONTRACT HOLDER will agree to an additional storage unit addendum. The CONTRACT HOLDER will use the key and lock provided. Additional locking devices are not permitted on the storage units.

6.5 CONTRACT HOLDER or REGISTERED TENANT needs lock out assistance

A. The CONTRACT HOLDER or REGISTERED TENANT may go to the Wadsworth Hall reception desk during posted business hours to check out a spare key for a maximum of five (5) days. There is a \$1 fee to borrow the key. Photo identification must be provided.

B. After business hours, the CONTRACT HOLDER may call DUTY PHONE (906-487-3889 or 906-487-DUTY) for assistance. A staff member will come to let the locked out CONTRACT HOLDER or REGISTERED TENANT into the apartment. There is a \$40 convenience fee for this after hours service that will be applied to the CONTRACT HOLDER account. Photo identification must be provided.

7. MAIL

7.1 The CONTRACT HOLDER agrees to place the name of all officially registered OCCUPANTS of the apartment inside the mailbox.

7.2 The CONTRACT HOLDER agrees to only permit officially registered OCCUPANTS of the apartment to receive mail at the Daniell Heights apartment address.

7.3 The OCCUPANTS must use the following format for all mail:

OCCUPANT name

Apartment number and letter, Woodmar Drive

Houghton, MI 49931

8. AIR CONDITIONING

8.1 The Daniell Heights apartments do not have air conditioning. The CONTRACT HOLDER may request to install air conditioners for an additional fee. If permitted, the CONTRACT HOLDER will sign an air conditioner addendum at Residence Education and Housing Services to add an air conditioner to the apartment.

8.2 Air conditioning units that are designed to hang or fit in the window are not permitted. Floor models are permitted.

8.3 The CONTRACT HOLDER must fill out an air conditioner request form and have it approved in advance before purchasing an air conditioner unit.

8.4 The air conditioner must be purchased by the CONTRACT HOLDER and must be a 110 volt unit that is not larger than 12,000 BTUs.

8.5 In order to pay for the additional electricity consumption, an additional fee of \$100 per month for 5 months (May through September) will be assessed while the air conditioner is installed.

8.6 If while the air conditioner is on, windows are left open or if the apartment heat is left on, the following penalties may be imposed:

A. \$50 energy wasting fee for first offense.

- B. \$100 energy wasting fee for second or repeated offense.
- C. Revoke permission to have an air conditioner in the apartment and require the unit to be disconnected and removed.
- D. Terminate or temporarily suspend access to internet services.
- E. Deny REGISTERED TENANT takeover requests.
- F. Deny requests to add or remove additional REGISTERED TENANTS to the apartment.
- G. Deny apartment transfer requests.
- H. Deny future contract renewal opportunities.
- I. Deny future on-campus housing requests as a CONTRACT HOLDER, REGISTERED TENANT, or GUEST.
- J. Eviction.

9. MOTOR VEHICLES

- 9.1 All OCCUPANTS in Daniell Heights apartments must register their vehicles with Transportation Services.
- 9.2 Dependent upon where the apartment is located and when the request for parking is made, a parking permit will be issued by Transportation Services with a parking area assignment. Parking in areas other than the assigned lot, or failing to properly display the parking permit, will result in parking tickets, parking fines, and other penalties as described in University parking policies and on the University parking map.
- 9.3 Parking is not permitted on any sidewalk, grassy area, or where No Parking signs are posted. CONTRACT HOLDERS and REGISTERED TENANTS are not permitted to park in designated guest parking spaces.
- 9.4 A very limited number of spaces are available for GUEST parking. All GUEST vehicles must be registered at Transportation Services and used in accordance with current University regulations. GUESTS may park in designated GUEST parking spaces or as designated by Transportation Services.
- 9.5 All vehicle owners will be required to move their vehicles periodically for snow removal and parking lot improvements as notified.
- 9.6 OCCUPANTS shall not make major repairs to vehicles on University property.
- 9.7 Driving over the lawn is prohibited. Loading or unloading must be made from parking lots, so as not to damage the grass and shrubbery. Charges will be assessed to CONTRACT HOLDER for damage to the building and grounds.

10. PROHIBITIONS

- 10.1 CONTRACT HOLDER shall permit nothing to be done on the premises nor shall they bring or allow anything thereon which will increase the fire risk, or in any way conflict with the rules of the local fire department.
- 10.2 OCCUPANTS shall not store in the apartment or in the Daniell Heights premises explosive, flammable, or hazardous materials such as (but not limited to): gasoline, lighter fluid, propane, harmful chemicals, flammable liquids, firecrackers, explosive devices, incense, candles, oil lamps, and other open flame objects.
- 10.3 Water beds are not permitted.
- 10.4 Satellite dishes are not permitted.
- 10.5 Weapons, firearms, and ammunition are not permitted in Daniell Heights. Bows and arrows, airsoft equipment, paintball equipment, and other projectile equipment are considered weapons and are prohibited. Weapons must be registered and stored with the Department of Public Safety and Police Services. All OCCUPANTS will comply with the University Weapons Policy.
- 10.6 No permanent or temporary installation of privately owned playground equipment will be permitted.
- 10.7 No shrubs, flowers, vegetables, or plants of any kind shall be planted in the grounds by the residents except in designated areas.
- 10.8 Michigan Tech is committed to providing a healthy, safe and clean campus community. The use of all tobacco products, smoking products and vapor e-cigarettes is prohibited on all Michigan Tech owned or leased properties. All students, faculty, staff and visitors are asked to respect this policy. This includes all housing structures and apartments. This includes all external areas and shared spaces, including but not limited to parking lots, sidewalks, stairwells, and recreation spaces. A \$500.00 fee will be assessed, plus smoking related damage charges, to any CONTRACT HOLDER who permits smoking in the assigned apartment.
- 10.9 NO PETS ARE ALLOWED ON THE DANIELL HEIGHTS PREMISES other than nonpredatory, nonpoisonous fish in a tank not to exceed twenty (20) gallons. Should any OCCUPANT disregard this provision, CONTRACT HOLDER agrees to pay, on demand, an additional fee of \$500 and can result in a referral to Conduct Services for violating University policies. Second offenses will result in an additional fee of \$500, a referral to Conduct Services, and can also result in immediate eviction. The CONTRACT HOLDER may have their contract terminated by the University and all apartment OCCUPANTS may be required to move out immediately due to the breach of contract.
- 10.10 OCCUPANTS agree not to conduct business or commercial activity in or from the Daniell Heights premises, nor inscribe nor affix any signs, advertisements or notices on the inside or outside of the building or premises. Door to door solicitation and recruitment is also prohibited. Any exceptions must be in writing by the Director of Residence Education and Housing Services.
- 10.11 OCCUPANTS will not disable any smoke detecting devices or tamper with any fire extinguishers.
- 10.12 OCCUPANTS will not tamper with the water pipes, sink or shower fixtures, or toilet to install any additional attachments or appliances to the water line. This includes installing garbage disposals, additional sprayers, or personal bidet devices.

11. DISTURBING OTHER RESIDENTS

- 11.1 OCCUPANTS shall not use, or permit the use of, the premises for any purpose in violation of any law, ordinance, or regulation of any governmental authority or in any manner that will constitute waste or a nuisance or which disturbs the quiet enjoyment of any other resident.
- 11.2 The making of any loud or disturbing noise at any time, specifically including the playing of radios, televisions, or sound equipment, or noisy parties, vocal or instrumental music, or shouting, or pounding and banging on walls, floors, doors, windows, or ceilings, is prohibited.
- 11.3 Unusual or objectionable odors (excluding cooking odors) shall not permeate or emanate from the residence.

12. CHILD and GUEST SUPERVISION/PLAYGROUND INJURY

CONTRACT HOLDER and REGISTERED TENANT(S) are solely responsible for supervising their children and all guests while on University property so as to prevent harm to them, to other persons, or to property. Children should be supervised at all times. CONTRACT HOLDER and REGISTERED TENANT(S) agree to be financially responsible for, and to indemnify and hold the University harmless from, all injuries to their children or to other persons and all damage to University property or the property of others on University property as a result of their own, their child's, or their guest's actions.

13. UNIVERSITY POLICIES

OCCUPANTS are responsible for knowing and understanding the contract, terms and conditions. University policies have been established to ensure each OCCUPANT can be successful in their educational endeavors. The Code of Community Conduct outlines these policies and may be found at www.mtu.edu/dean/conduc/policy/. All OCCUPANTS agree to comply with all University policies.

14. ATTORNEY'S FEES

If CONTRACT HOLDER defaults in the performance of any obligation under this contract, CONTRACT HOLDER shall pay, in addition to any other sums owed, University's reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by the University to enforce the CONTRACT HOLDER'S obligations under this contract, whether or not the contract is terminated and whether or not the University files a formal lawsuit, action, or proceeding in court.

15. LIABILITY

OCCUPANTS are advised to carry personal property insurance and assume all liability for damage to, or loss of, their personal belongings. The insurance carried by the University does NOT cover any loss or damage to any personal belongings. CONTRACT HOLDER is liable for damages to University property arising out of CONTRACT HOLDER'S, REGISTERED TENANT'S, DEPENDENT'S, or any GUEST'S negligence or intentional misconduct.

16. NON-LIABILITY of UNIVERSITY

The University assumes NO LIABILITY, and shall not have any liability for:

16.1 The loss, damage or theft of any personal property.

16.2 The loss due to damages or personal injury resulting from the use of playground or recreational equipment or the use of any exclusively occupied area or common area.

16.3 The loss due to damages or personal injuries resulting from electrical wiring, plumbing, heating, water, ice, snow, steam, sewage, gas line or from any other damage.

16.4 The loss due to damages and personal injury resulting from the negligence of any other OCCUPANT in the area.

17. REPRESENTATIONS and WAIVERS

Representatives of the University have not made any promises with respect to premises or apartments other than mentioned herein. The failure of the University to enforce any of these terms shall not be considered as a waiver of the terms; the same shall continue in force and effect.

VII. EQUAL OPPORTUNITY

The University is an equal opportunity educational institution/equal opportunity employer, which includes providing equal opportunity for protected veterans and individuals with disabilities. Residence Education and Housing Services does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity heights, weight, genetic information, marital status, disability, or veteran status in the assignment of on campus housing. All student disability related accommodations should be requested through Disability Services in the Administration Building. Disability Services will work with Residence Education and Housing Services to coordinate approved accommodation implementation.

VIII. FUTURE REGULATIONS

The University reserves the right to make such regulations as it may deem necessary for securing the maximum comfort, convenience, and safety of all residents. It is understood that such changes or additional rules, regulations or terms and conditions of occupancy will be announced to the CONTRACT HOLDER by written communication thirty (30) days prior to their enactment and shall thereafter be binding on all residents.