Daniell Heights Apartments

Contract Terms and Conditions 2026-2027

Effective Dates: July 1, 2026-June 30, 2027 (New contracts start on August 15, 2026)

This document constitutes the contracted agreement for Daniell Heights Apartments, including all incorporated materials. This is a binding contract between Michigan Technological University and the CONTRACT HOLDER, the person whose signature appears on the contract offer for the dates mentioned above.

All inquiries regarding this contract should be directed to the Residential Living Office, 153 Wadsworth Hall, 1701 Townsend Drive, Houghton, MI 49931. Residential Living is offering the accommodations and services described in this contract under the terms and conditions outlined herein.

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 blocks of Woodmar Drive.

1.2 This housing area is intended for full-time status undergraduate students, graduate students, visiting scholars, post-doctoral scholars, and full-time faculty or staff members.

2. OCCUPANTS

2.1 For this contract, the term OCCUPANT refers to any CONTRACT HOLDER, REGISTERED TENANT, DEPENDENT, or GUEST.

3. CONTRACT HOLDER

3.1 The CONTRACT HOLDER must occupy the apartment continuously for at least 90% of the time, excluding academic year breaks.

3.2 The CONTRACT HOLDER is solely responsible for paying the full monthly rent, as well as any damage or miscellaneous charges.

3.3 To be eligible, the CONTRACT HOLDER must be at least 21 years of age and an enrolled student in good academic and conduct standing with no financial holds, or a currently employed faculty or staff member.

A. Additional requirements include:

- Must be a graduate student or an undergraduate.
- Continuous employment or enrollment with Michigan Tech is required for the duration of the fall and spring semesters.
- Must be able to fulfill at least 50% of the contract term before qualifying for early educational release (unless previously approved by Housing).

3.4 Visiting and post-doctoral scholars are considered to be faculty or staff for this contract.

3.5 The assigned Daniell Heights apartment address must be the CONTRACT HOLDER'S primary mailing address.

4. REGISTERED TENANT AND REGISTERED TENANT RELATIONSHIP

4.1 A REGISTERED TENANT is a person co-residing in the apartment and must be one of the following:

A. A Michigan Tech student in good standing, age 21 or older.

B. A person to whom the employee is legally married under the laws of any state/country.

C. A biological, adopted, or foster child, stepchild, or legal ward, or a child to whom the employee stands in loco parentis.

D. A Michigan Tech full-time faculty/staff member (if the CONTRACT HOLDER is not a student).

4.2 The University is bound to conduct all business exclusively with the CONTRACT HOLDER. The CONTRACT HOLDER is solely responsible for arranging and managing the accommodation of all REGISTERED TENANTS within the apartment.

4.3 The CONTRACT HOLDER may ask a REGISTERED TENANT to move out for any reason, including if they fail to pay their share of the rent (if any). However, the CONTRACT HOLDER remains responsible for the full monthly rent regardless of the REGISTERED TENANT'S absence or failure to pay.

4.4 A CONTRACT HOLDER should give a REGISTERED TENANT 30 days' written notice to move out.

4.5 Each CONTRACT HOLDER must complete the REGISTERED TENANT form through the HuskyHouse portal.

4.6 The CONTRACT HOLDER must notify Michigan Tech Housing of any change (addition or removal) of a REGISTERED TENANT within five (5) business days of their move-in/out by completing the "REGISTERED TENANT Addition or Removal" form located on the housing website.

4.7 Failure to properly register or remove a REGISTERED TENANT will result in a $100.00 fee and may disqualify the individual from becoming a future CONTRACT HOLDER.

4.8 If a CONTRACT HOLDER moves out, all OCCUPANTS must vacate concurrently unless an eligible REGISTERED TENANT is approved for a "takeover" of the contract. This transfer may occur only once; after that, the tenant must move out, and the apartment is released to the waiting list.

4.9 A takeover is when a CONTRACT HOLDER requests that Michigan Tech Housing transfer the contract agreement to an eligible REGISTERED TENANT. Once approved, the REGISTERED TENANT assumes full responsibility for the agreement as the new CONTRACT HOLDER and will initiate a contract signature process. To be eligible for a takeover, a REGISTERED TENANT must meet the following requirements:

A. Four-Month Registration: The REGISTERED TENANT must have been officially registered via the Addition and Removal form by the CONTRACT HOLDER for at least four months in the current apartment before the request.

B. One Takeover Limit: Takeovers are limited to one per apartment. If a contract was received via a takeover, it cannot be passed to another tenant.

C. Faculty/Staff Restriction: Students may not transfer contracts to faculty or staff. Faculty/staff may only transfer to other faculty/staff.

4.10 Faculty and staff may not serve as REGISTERED TENANTS for student CONTRACT HOLDERS.

4.11 Michigan Tech reserves the right to deny any individual approval as a REGISTERED TENANT.

5. DEPENDENTS

5.1 DEPENDENTS are defined as the minor children of the CONTRACT HOLDER or REGISTERED TENANT who live in the apartment at least 51% of the time. The apartment address must be their primary address

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5.2 All DEPENDENTS must be registered by the CONTRACT HOLDER using a DEPENDENT form located on the Michigan Tech Daniell Heights website.

5.3 A minor child becomes a legal adult at age 18. The CONTRACT HOLDER must meet with the Director of Residential Living to request an exception to the REGISTERED TENANT age requirement (REGISTERED TENANT, Section 3.1) if their adult child wishes to continue residing in the apartment.

6. GUESTS

6.1 A GUEST is a temporary visitor who is not a REGISTERED TENANT or DEPENDENT and is not residing in the apartment. GUESTS may include individuals not affiliated with Michigan Tech.

6.2 GUESTS are permitted but can only be authorized by the CONTRACT HOLDER. Overnight GUESTS are permitted for three (3) consecutive nights without registration. Any GUEST that stays longer than three (3) nights must be registered at Housing, 153 Wadsworth Hall, before 5:00 PM on the fourth (4) night.

6.3 GUESTS are not permitted to stay for a total of 14 or more days in a rolling 6-month period, whether consecutive or not. Any GUEST who exceeds this limit is considered an unauthorized OCCUPANT, which is prohibited.

6.4 A breach of these provisions will result in an additional $500.00 monthly rental charge. The University may also terminate the CONTRACT HOLDER'S contract and require all apartment OCCUPANTS to move out immediately.

6.5 GUESTS are prohibited from bringing animals into apartments, except for Service Animals as defined by the Americans with Disabilities Act. Emotional Support Animals are not permitted unless they have received prior approval in accordance with the University Housing Emotional Support Animal Policy.

II. APARTMENT OCCUPANCY REQUIREMENTS

1. UNIVERSITY AFFILIATION REQUIREMENT AND IMMIGRATION STATUS REQUIREMENTS

1.1 The CONTRACT HOLDER must maintain continuous Michigan Tech affiliation as a full-time student, faculty, or staff member at Michigan Tech for the duration of the contract term. Students must be enrolled full-time during both the Fall and Spring semesters.

1.2 The CONTRACT HOLDER must immediately notify Residential Living of any change in University affiliation (e.g., change from student to faculty/staff status, withdrawal, graduation, or separation from employment). Failure to report such a change shall constitute unauthorized occupancy and may result in immediate termination of the housing contract at the University's discretion, requiring all OCCUPANTS to vacate the premises.

1.3 No OCCUPANT may reside in the apartment if their immigration status renders them “out of status” under applicable U.S. immigration laws and regulations, including those enforced by U.S. Immigration and Customs Enforcement (ICE).

1.4 The CONTRACT HOLDER shall not permit the apartment to be occupied by any individual who does not possess lawful immigration status permitting residence in the United States.

1.5 Michigan Tech reserves the right to immediately terminate the contract of any CONTRACT HOLDER or REGISTERED TENANT found in violation of this section and will not be liable for such termination.

1.6 Residential Living staff will refer any OCCUPANTS known to be "out of status" to the Michigan Tech Office of Academic and Community Conduct and to applicable law enforcement agencies.

2. APARTMENT OCCUPANCY LIMITS

2.1 OCCUPANCY is limited to CONTRACT HOLDERS, REGISTERED TENANTS, and their minor DEPENDENTS (children under the age of eighteen).

2.2 One-bedroom apartments may not exceed one (1) CONTRACT HOLDER and one (1) REGISTERED TENANT and (2) DEPENDENTS.

2.3 Two-bedroom apartments may not exceed one (1) CONTRACT HOLDER, two (2) REGISTERED TENANTS, and two (2) DEPENDENTS.

2.4 Three-bedroom apartments may not exceed one (1) CONTRACT HOLDER, two (2) REGISTERED TENANTS, and two (2) DEPENDENTS.

2.5 Maximum length of stay and continuous occupancy limitations

A. Continuous occupancy of a specific apartment, whether by an OCCUPANT or a series of OCCUPANTS, is limited to a maximum of five years (60 months).

B. A contract renewal may not be allowed if the maximum length of stay for OCCUPANTS will be reached by the end of the current contract term.

3. UNAPPROVED OCCUPANCY

3.1 Unauthorized occupancy is strictly prohibited. Unauthorized occupancy includes, but is not limited to:

A. Any individual residing in the apartment who is not an approved CONTRACT HOLDER, REGISTERED TENANT, or DEPENDENT.

B. GUESTS who exceed the permitted occupancy limits by staying more than 14 days (consecutive or not), within any applicable period.

C. Any sublessee or subletter. Subleasing or subletting the apartment or advertisement of such is strictly prohibited and qualifies as a violation of unapproved occupancy.

3.2 Unauthorized occupancy violations will result in a $500.00 monthly charge and/or eviction at the University's discretion, and the contract may be terminated immediately.

4. DEPOSIT

4.1 The CONTRACT HOLDER agrees to submit a $400.00 security deposit with this contract. This deposit will be held by Residential Living until the expiration or termination of the agreement and may be used for the following:

- Offsetting any outstanding financial obligations.
- Covering costs associated with damages to the apartment or the premises.

4.2 The CONTRACT HOLDER, upon signing this contract, is legally bound to all terms and conditions of the agreement, regardless of whether the security deposit has been paid.

4.3 The CONTRACT HOLDER will not be issued keys until the full deposit has been received.

4.5 Following the apartment check-out inspection, the deposit will be returned to the CONTRACT HOLDER, minus any applicable offsets. The refund shall be issued via direct deposit or mail within a reasonable period of time after the inspection has been completed.

5. RATES/PAYMENTS

5.1 The CONTRACT HOLDER agrees to pay monthly rental payments each month on or before the first day of the month. The CONTRACT HOLDER agrees that any invoiced charges for damages and other services added to their student account will also be paid on or before the first of the month.

5.2 The University may impose the following penalties if the CONTRACT HOLDER fails to pay rent in full by the first day of each month:

A. A $50 late fee if rent is not paid by the first of the month.
B. A hold on the student account, which may prevent registration.
C.. Denial of requests for REGISTERED TENANT takeovers, additions, or removals.
D. Denial of apartment transfer or contract renewal requests.
E. Denial of future on-campus housing requests as a CONTRACT HOLDER, REGISTERED TENANT, or GUEST.
F. Eviction.

5.3 If a CONTRACT HOLDER has a change in their Michigan Tech affiliation status from student to Michigan Tech-affiliated non-student, the rent of their current contract will be converted to the non-student rate on March 1 for December graduates and July 1 (continuing contracts) for April/May graduates.

III. CONTRACT TERMINATION

1. This contract officially terminates on **June 30, 2027, at 12:00 p.m. (Noon)**. To avoid additional fees or holdover charges, the CONTRACT HOLDER and all OCCUPANTS must complete the proper check-out process outlined in III.6.2 by this deadline.

2. TERMINATION BY UNIVERSITY

2.1 The University may terminate this contract at any time by providing the CONTRACT HOLDER with thirty (30) days' written notice. However, the University reserves the right to require the CONTRACT HOLDER to vacate the premises immediately under specific circumstances, including: disciplinary removal or sanctions under the University Code of Community Conduct, termination of University employment, or loss of active student enrollment during the Fall or Spring semesters. Additionally, any breach of the Contract Terms and Conditions

may result in a request for immediate move-out if the violation is not corrected within seven (7) days of notice, or if the breach is deemed uncorrectable.

2.2 The CONTRACT HOLDER, along with all OCCUPANTS, is required to vacate the premises upon receipt of proper notice. Such notice is considered officially delivered when sent via mailed letter, transmitted to the CONTRACT HOLDER'S Michigan Tech email account, or hand-delivered to the CONTRACT HOLDER by Residential Living staff.

3.3 Any OCCUPANT 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.

3. TERMINATION BY CONTRACT HOLDER

3.1 A CONTRACT HOLDER who wishes to terminate the contract outside the Educationally related Release process (III.3) before the end date may apply for a contract release by submitting the proper request form online. Submitting a request does not guarantee a release from the contract or financial obligations. Requests are reviewed monthly.

3.2 A CONTRACT HOLDER who remains enrolled at Michigan Technological University for the subsequent academic semester shall not be permitted to terminate this Contract early without the express prior written approval of the Residential Living Contract Release Committee. The University is limited in its ability to grant releases. A contract release may be considered only under extenuating circumstances outside of the CONTRACT HOLDER's control since signing the contract.

3.3 A CONTRACT HOLDER who decides not to enroll, cancels, or defers their enrollment must provide written notice to Michigan Tech Housing (and either Admissions or the Graduate School) to be eligible for a full refund of any housing deposit. A one-month rent charge will be assessed if proper notice is not given at least 30 days before the contract start date.

3.4 A CONTRACT HOLDER who fails to arrive or take possession of the apartment on the first day of the contract will be charged rent until they arrive or until Michigan Tech Housing can reasonably determine they will not arrive. The contract may be administratively terminated, and a one-month rent cancellation fee will be charged in addition to any rent accrued during the period the apartment was held.

3.5 A release is not effective until the University communicates it in writing to the CONTRACT HOLDER.

3.6 Upon approval of a contract release, a cancellation fee equal to one month's rent will be assessed.

3.7 If not released from the contract, the CONTRACT HOLDER remains responsible for the full monthly rent until the end of the contract term or until a new contract is started with a new CONTRACT HOLDER. In the event a new CONTRACT HOLDER can assume control of the apartment, the previous CONTRACT HOLDER will maintain full monthly rent until the apartment is prepared for the new OCCUPANTS.

3.8 Upon the approval of a contract release, the right of occupancy for all associated parties is immediately terminated. Consequently, the CONTRACT HOLDER and all OCCUPANTS are required to vacate the apartment simultaneously.

4. EDUCATIONALLY RELATED RELEASES (FALL SEMESTER AND SPRING SEMESTER ONLY)

4.1 The CONTRACT HOLDER may request to be released from their contract without penalty at the end of the Fall or Spring semesters only, for the following reasons:

A. Graduation,
B. Co-op,
C. Internship,
D. Study Abroad,
E. Withdrawal, or
F. Academic Dismissal.

4.2 The CONTRACT HOLDER will be released from the housing contract without penalty at the end of the Fall or Spring semesters for educationally related releases if the following conditions are met:

A. The CONTRACT HOLDER must provide formal written notice by completing the Early Educationally Related Release Form provided by Michigan Tech Housing. To be considered for release, the form must be submitted by the following dates:

I. For December Release: No later than November 15, 2026.
Ii. For May Release: No later than April 15, 2027.

B. Requests for early releases are only granted for the following dates:

i. Fall Semester: Move-out must occur by December 15, 2026, at noon.
ii. Spring Semester: Move-out must occur by May 15, 2027, at noon.

C. Rent will be prorated to the move-out date or the date specified in this section, whichever is later.

D. Residential Living must approve the release.

5. APARTMENT TRANSFERS

5.1 RESIDENTS wishing to move may request an apartment transfer. Please note that requests for transfer are requests only and may not be honored.

5.2 RESIDENTS must have a $0 balance on their housing account to be eligible.

5.3 Transfer Fees:

A. $100 Mandatory Fee: Applies to moves required by documented household size changes or Length of Occupancy policies (Refer to Occupancy Limits Section 2).
B. $500 Administrative Fee: Applies to all non-mandatory (elective) transfers.

6. PROPER CHECK OUT AND MOVE OUT PROCESS

6.1 All OCCUPANTS must fully vacate the premises and complete all move-out requirements by the contract end date of June 30, 2027, at 12:00 PM (Noon).

6.2 To be considered a proper move-out, the CONTRACT HOLDER and all OCCUPANTS must be vacated from the space and complete the following before departure:

A. Thoroughly clean the apartment and return it to its original move-in condition.
B. Ensure all windows are closed and latched, and all lights are turned off.
C. Set the thermostat to 65°F.

D. Return all University-provided furniture to its original configuration.
E. Remove all trash and personal debris. All waste must be placed inside an external dumpster with the lid securely closed.
F. Remove all personal belongings from the apartment, bike storage, and storage lockers. Any items remaining after the move-out deadline will be deemed abandoned and disposed of at the CONTRACT HOLDER'S expense.
G. Leave all University-issued inventory (e.g., cutting boards, plungers) within the unit.
H. Close and lock the apartment door. Keys must not be left inside the apartment; doing so constitutes an improper move-out and incurs a $100.00 fee per key.

6.3 KEY RETURN

A. All OCCUPANT Keys must be placed in a sealed, gold checkout envelope (available at 2001 Upper Daniell Heights or the Housing office) and deposited in the 2001 Daniell Heights designated 24/7 drop box -OR- in the Housing office in 153 Wadsworth Hall. CONTRACT HOLDER is responsible for the return of all keys.
B. The CONTRACT HOLDER must clearly state their full name, M-number, and apartment number on the envelope.
C. Keys must be returned by 12:00 PM on the contract termination date to avoid late fees.
D. A $100.00 charge per key will be assessed for any keys not returned.
E. Unreturned keys will be defined as non-checkout, resulting in a late fee equal to four (4) times the daily rental rate until keys are returned -OR- keys are reported as lost and initiate a lock change.

6.4 MAIL and SUBSCRIPTIONS

The University does not manage Daniell Heights mailboxes. OCCUPANTS are solely responsible for:

A. Submitting a Change of Address with the United States Postal Service (USPS).
B. Canceling or rerouting all private subscriptions and delivery services (e.g., meal kits, packages).

6.5 INSPECTION and CHARGES

A. A final inspection will be conducted by University personnel following the move-out deadline.
B. Costs for professional cleaning, repairs, or replacement of University property will be billed directly to the CONTRACT HOLDER'S student account.
C. The security deposit will be released, less any applicable charges, and the CONTRACT HOLDER will be notified via email.

6.6 Once a contract has ended, failure to return keys on time will result in a charge of four (4) times the daily rental rate for each day the keys are not returned. If any OCCUPANT remains in the apartment past the release date, the same fee will be charged for each day the apartment remains occupied.

6.7 A CONTRACT HOLDER who vacates the premises without an official contract release remains liable for all rent through the end of the contract term. Rental liability only ceases once the unit is prepared for occupancy for a new OCCUPANT and a qualified replacement CONTRACT HOLDER takes possession of the apartment. A contract release fee applies to all early terminations.

6.8 Failure to provide a 30-day written notice or to adhere to the move-out timeline may disqualify the CONTRACT HOLDER from a penalty-free release. In such cases, rent will continue to accrue, and the CONTRACT HOLDER will be subject to holdover fees as defined in Section 5.6.

6.9 The University may apply the following penalties for non-compliance:

A. $100.00 fee per key for improperly returning keys.
B. Accrued rent charges until the apartment is prepared and a new CONTRACT HOLDER takes possession.
C. An assessment of four times the daily rental rate for moving out after the normal or approved contract termination date.
D. A hold on the CONTRACT HOLDER'S University account, which may restrict registration or graduation until all balances are paid.
E. Charges for the removal and disposal of any abandoned property.

7. ABANDONED PERSONAL PROPERTY

7.1 The apartment shall be deemed conclusively abandoned if the CONTRACT HOLDER is physically absent from the premises and/or has any outstanding unpaid rent, and the University has a good-faith reason to believe the CONTRACT HOLDER does not intend to continue their residency.

7.2 Upon a determination of abandonment, the University reserves the right to enter the premises to perform necessary repairs, maintenance, and cleaning, and to proceed with reassigning the apartment to a new tenant.

7.3 A determination of abandonment constitutes a conclusive agreement that all personal property remaining on the premises has been abandoned or discarded. The CONTRACT HOLDER shall be responsible for all costs incurred by the University for the removal and disposal of such property. All abandoned items will be discarded.

IV. UNIVERSITY RESERVES THE RIGHT TO:

1. UTILITIES

1.1 The University provides electricity, water, sewer, trash removal, heat, and internet service.

1.2 The University is not liable for utility failures caused by weather, acts of God, or other circumstances beyond its reasonable control.

1.3 Failure to provide utilities does not give the CONTRACT HOLDER the right to move out.

1.4 The University is not liable for any loss or damage to property resulting from the provision or failure of utilities.

1.5 Any additional utilities desired by the CONTRACT HOLDER must receive approval from the University.

2. FURNISHINGS and FIXTURES

2.1 The University provides furnishings and fixtures. These items must not be removed from the apartment without prior written permission from Residential Living.

2.2 Only CONTRACT HOLDERS may submit a furniture removal or installation request, which must be made after the contract is signed but before any OCCUPANTS move in.

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 includes one bed, one chest of drawers, one desk, and one desk chair.

2.5 Additional furniture will not be provided for additional REGISTERED TENANTS.

2.6 If an inspection reveals missing or damaged furnishings, the CONTRACT HOLDER will be charged the cost of repair or replacement.

3. **KEEP THE PROPERTY** in reasonably livable condition (excluding routine interior cleaning during the term of the contract, which shall be the 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. MAINTENANCE, ENTRY, REPAIRS, INSPECTIONS, and INSTALLATIONS

6.1 The University will maintain the property in a reasonably livable condition, excluding routine interior cleaning, which is the CONTRACT HOLDER'S responsibility.

6.2 The University respects the privacy of OCCUPANT(S) but reserves the right to ensure the health, safety, and welfare of all residents.

6.3 Authorized University staff may enter residences at reasonable times to inspect the premises and furnishings, perform maintenance, conduct health and safety inspections, or check for contract breaches. Entry is permitted while the CONTRACT HOLDER or other OCCUPANT is not present.

6.4 "Authorized University staff" includes any employee with a passkey.

6.5 Entry by Public Safety officers is governed by state and federal law.

6.6 Authorized University staff may enter if they have a reasonable belief that conditions exist which threaten the safety, health, or welfare of residents or property, or if a University regulation is being violated.

6.7 The CONTRACT HOLDER or REGISTERED TENANT may request repairs via the Facilities online maintenance request form, available on the Residential Living website during normal business hours. For urgent, after-hours issues, residents should contact the Facilities Emergency Repair line at 906-487-0001. Please note that a $150 service fee may be assessed for non-emergency calls or repairs necessitated by OCCUPANT negligence.

7. REASSIGNMENT, This agreement is for services in Daniell Heights and is not bound to a specific location within the complex. The University reserves the right to reassign the CONTRACT HOLDER to a substitute unit of comparable size and utility, as determined by the University, should the Premises require vacancy due to maintenance, mechanical or structural issues, or events of force majeure.

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 any damages or necessary cleaning noted upon move-out. Payment will be deducted from the housing deposit. Any remaining balance will be credited, while any shortage will be charged.

1.2 The CONTRACT HOLDER is personally responsible for any damages to University property caused by the intentional or negligent acts of any OCCUPANT, excluding reasonable wear and tear.

1.3 Residential Living will provide the CONTRACT HOLDER with an itemized statement of any assessed charges, along with supporting photographs (where permitted), following the check-out inspection.

2. CONDITION of PREMISES

2.1 The CONTRACT HOLDER confirms receiving the apartment and its furnishings in good, clean, and livable condition. The CONTRACT HOLDER is responsible for maintaining the premises in this same state. Immediate reporting of any damage is required, and the CONTRACT HOLDER must not create conditions that jeopardize health and safety. The CONTRACT HOLDER will be held accountable for any damage not reported upon taking possession.

2.2 The CONTRACT HOLDER must report any loss, damage, or utility failure immediately and keep exterior doors and windows closed during the winter months to prevent damage.

2.3 The CONTRACT HOLDER will be liable for the cost of repairs and increased utility bills resulting from leaving windows open during cold seasons.

2.4 Upon contract termination, the apartment and furnishings must be in the same condition as at the start of the contract, reasonable wear and tear excepted. The University may make necessary repairs resulting from the CONTRACT HOLDER'S negligence, with the cost to be paid by the CONTRACT HOLDER.

2.5 Walls and ceilings must be maintained in good condition. The CONTRACT HOLDER will be charged for repainting if necessary. No changes to the color, texture, or finish of any surface or University-supplied item are permitted.

2.6 If the CONTRACT HOLDER is away during the cold season, they must ensure the heat is set to 65°F to prevent broken pipes and water damage.

2.7 OCCUPANTS must not allow standing water on any floor. The CONTRACT HOLDER will be charged for any damage caused by water overflow from sinks, bathtubs, or toilets.

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. PETS, SERVICE ANIMALS, AND EMOTIONAL SUPPORT ANIMALS

3.1 For reasons of health and safety, pets are strictly prohibited within Daniell Heights.

A. The sole exceptions to this policy are non-predatory, non-poisonous fish maintained in an aquarium with a capacity of less than twenty gallons.

B. Piranhas and any other carnivorous fish species are not permitted.

3.2 A violation of this policy will incur a fine of $500 and may result in a referral to Community Conduct Services for breaching University policies. A second offense will result in an additional $750 fine, a referral to Community Conduct Services, and may lead to immediate eviction. The University reserves the right to terminate the housing contract, and all OCCUPANTS may be required to vacate the apartment immediately due to the breach of contract.

3.3 CONTRACT HOLDERS who require a Service Animal or an Emotional Support Animal (ESA) accommodation because of a disability must first obtain an approved accommodation by registering with the Office of Student Disability Services and completing the necessary forms.

3.4 Before a Service Animal or ESA is allowed in the apartment, students must first receive approval from Student Disability Services.

3.5 Residential Living will work directly with Student Disability Services for all approved accommodations.

3.6 CONTRACT HOLDERS are responsible for the proper care of any approved animals residing in their apartment. This care must ensure the animal does not pose a health or safety risk or create a pervasive community nuisance.

A. Approved animals must be:

- Under the owners' control at all times.
- Up to date on all vaccinations.
- Humanely cared for.
- Kept in a clean and odorless enclosure.
- Harmless to persons or property.
- Properly and securely leashed or contained in a carrier when outside the apartment.
- Bodily wastes must be picked up and disposed of at all times. This includes exterior campus grounds.

B. Failure to provide proper care for approved animals may result in a $500 fee, a referral to Community Conduct Services, and the possible termination of permission to keep animals in the apartment.

3.7 CONTRACT HOLDERS with an approved Service Animal or ESA must ensure animals are caged or secured when Housing staff or contractors are performing duties within the apartment, as requested. Failure to cage or secure animals, resulting in delays, may lead to the CONTRACT HOLDER being charged for any rescheduling or damage costs incurred by Residential living.

3.8 CONTRACT HOLDERS are responsible for any damages caused by approved animals and pets.

4. COMMON AREAS AND COMMUNITY STANDARDS

4.1 Living areas, common halls, stairs, and laundry room cleanliness are the responsibility of the CONTRACT HOLDER.

4.2 OCCUPANTS are encouraged to develop a schedule for maintaining clean laundry rooms, shared hallways, and common areas.

4.3 Trash shall not be stored in the common areas. All trash shall be placed in the provided trash receptacles.

4.4 Shoes and toys shall be stored inside apartments and not left in shared hallways or common areas.

4.5 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.

4.6 General courtesy hours are in effect daily between the hours of 10:00 p.m. and before 8:00 a.m. During this period, all OCCUPANTS and their GUESTS are required to maintain a noise level that does not disturb the study or sleep of other residents.

4.7 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.

4.8 Loud, disruptive, or disturbing noise is prohibited at all times. This includes, but is not limited to, loud radios, televisions, or sound equipment; noisy gatherings or parties; vocal or instrumental music; shouting; or pounding, banging, or striking walls, floors, doors, windows, or ceilings.

4.9 Unusual or objectionable odors (excluding cooking odors) shall not permeate or emanate from the residence.

5. LAUNDRY ROOM

5.1 Washers and dryers will be provided by the University to each building. The Laundry Room is a shared common Area.

5.2 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 the 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 10 pm or before 8 am. Clean the lint out of the lint trap after each use.

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

5.4 Do not overfill the washer or dryer.

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

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

6. SNOW and ICE REMOVAL

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

6.2 The University will regularly remove snow from sidewalks and parking lots.

6.3 The University will provide shovels for 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.

6.4 OCCUPANTS must exercise caution when using walkways, roads, and parking lots during colder months and winter weather conditions.

6.5 The CONTRACT HOLDER and OCCUPANTS may report snow-blocked campus roadways or parking lots, or slippery walkways requiring attention, by calling: 906-483-SNOW (906- 483-7669). During extreme weather events, patience may be necessary, as Facilities crews work campus-wide on a daily basis to remove snow.

6.6 CONTRACT HOLDERS may be required to periodically move their vehicles to assist with snowremoval from parking lots, roads, or other structures. Failure to move your vehicles may result in towing to allow for snow removal. All towing fees will be charged to the CONTRACT HOLDER.

7. KEYS, LOCKS, and STORAGE

7.1 CONTRACT HOLDER or REGISTERED TENANT may not install any additional locking devices on any apartment door, door jamb, or door frame. Unauthorized locking devices will be removed immediately, and the CONTRACT HOLDER will be responsible for any resulting damage.

7.2 The CONTRACT HOLDER will be issued one (1) apartment key and one (1) mailbox key. The CONTRACT HOLDER may request one (1) additional key for each REGISTERED TENANT upon completion of the REGISTERED TENANT process outlined in Section REGISTERED TENANT 3.5.

Key issuance is limited as follows:

A. One (1) bedroom apartment: maximum of two (2) keys
B. Two (2) bedroom apartment: maximum of three (3) keys
C. Three (3) bedroom apartment: maximum of four (4) keys

No additional keys will be issued beyond these limits.

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

A. $100 per apartment key
B. $100 per mailbox key

7.4 CONTRACT HOLDER or REGISTERED TENANT needs lock-out assistance:

A. During posted business hours, the CONTRACT HOLDER or REGISTERED TENANT may visit the Housing Office to check out a spare key for up to five (5) days. Photo identification is required.

B. After business hours, the CONTRACT HOLDER may call the Office of Michigan Tech Public Safety and Police Services at 906-487-2216 for assistance. An Officer will provide access to the apartment. Photo identification is required.

7.5 The CONTRACT HOLDER or REGISTERED TENANT may not duplicate keys or provide keys to non-registered individuals for long-term access. Violations will be considered UNAPPROVED OCCUPANCY.

7.6 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 lock provided by Residential Living. Additional locking devices are not permitted on the storage units. A flat rate fee of $100 will be charged to the CONTRACT HOLDER.

7.7 All storage unit contracts expire on June 30 of the current year. If an apartment contract ends, the storage unit agreement terminates automatically.

8. MAIL

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

8.2 The CONTRACT HOLDER agrees that only officially registered OCCUPANTS of the apartment may receive mail at the Daniell Heights apartment address.

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

OCCUPANT name
Apartment number and letter, Woodmar Drive
Houghton, MI 49931

8.4 The CONTRACT HOLDER is responsible for updating their mailing address upon move-out. After move-out, the CONTRACT HOLDER may not retain possession of the mailbox key, access the mailbox, or request University staff to retrieve mailbox contents.

8.5 All mailboxes and corresponding keys are the exclusive property of the United States Postal Service (USPS). The Housing Department is strictly prohibited from accessing, opening, or managing mailboxes for any purpose at any time.

9. AIR CONDITIONING

9.1 Daniell Heights apartments do not include air conditioning. Before purchasing a unit, the CONTRACT HOLDER must submit an air conditioner request form and receive approval in advance. Permission to install an air conditioner may be granted for an additional fee; if approved, the CONTRACT HOLDER is required to sign an air conditioner addendum provided by Michigan Tech Housing.

9.2 Floor-mounted (portable) units are allowed. Window-mounted, window-hanging, or swamp cooler style air conditioning units are not permitted.

9.3 The air conditioning unit must be purchased by the CONTRACT HOLDER and must be a 110-volt unit with a maximum capacity of 12,000 BTUs.

9.4 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.

9.5 If an air conditioner is in use while windows are open or while the apartment heating system is operating, the University may impose one or more of the following penalties:

A. $150 energy-wasting fee for first offense
B. $300 energy-wasting fee for a 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. Denial of REGISTERED TENANT takeover requests
E. Denial of requests to add or remove REGISTERED TENANTS
F. Denial of apartment transfer requests
G. Denial of future contract renewal opportunities
H. Denial of future on-campus housing eligibility as a CONTRACT HOLDER, REGISTERED TENANT, or GUEST
I. Eviction.

10. MOTOR VEHICLES

10.1 All OCCUPANTS in Daniell Heights apartments must register their vehicles with Transportation Services.

10.2 Depending on apartment location and the timing of the parking request, Transportation Services will issue a parking permit with an assigned parking area. Parking in areas other than the assigned lot, or failure to properly display a valid parking permit, may result in parking citations, fines, and other penalties as outlined in University parking policies and on the University parking map.

10.3 Parking is prohibited on sidewalks, grassy areas, or in locations where No Parking signs are posted. CONTRACT HOLDERS and REGISTERED TENANTS may not park in designated GUEST parking spaces.

10.4 A limited number of GUEST parking spaces are available. All GUEST vehicles must be registered with Transportation Services and used in accordance with current University regulations. GUESTS may park only in designated GUEST parking areas or as otherwise directed by Transportation Services.

10.5 Vehicle owners must move their vehicles as required to accommodate snow removal and parking lot maintenance, as notified.

10.6 OCCUPANTS may not perform major vehicle repairs on University property.

10.7 Driving over the lawn is prohibited. Loading or unloading must occur in parking lots to avoid damage to grass and shrubbery. Any damage to University buildings or grounds will be charged to the CONTRACT HOLDER.

10.8 CONTRACT HOLDERS with vehicles that require electric charging must coordinate access to provided electric vehicle charging stations with the University Transportation Services Office to ensure the safety of facilities and personal property.

10.9 Violations of parking policies may result in parking tickets and/or towing at the expense of the vehicle owner.

11. SAFETY, FIRE PREVENTION, AND PROHIBITED ITEMS

11.1 The CONTRACT HOLDER shall not permit any activity on the premises, nor bring or allow any item onto the premises, that increases fire risk or conflicts with local fire department regulations.

11.2 OCCUPANTS may not disable smoke detection devices, tamper with fire extinguishers, or interfere with water pipes, sinks, showers, or toilet fixtures. Installation of additional attachments or appliances to water lines,

including garbage disposals, additional sprayers, or personal bidet devices, is prohibited. Tampering with any fire safety equipment will result in a $500 charge and referral to Community Conduct.

11.3 OCCUPANTS may not store or use explosive, flammable, or hazardous materials anywhere in the apartment or on the Daniell Heights premises, including but not limited to: gasoline, lighter fluid, propane, harmful chemicals, flammable liquids, firecrackers, explosive devices, incense, candles, oil lamps, or other open-flame items.

11.4 Use of charcoal or propane grills indoors, on patios, or within ten (10) feet of University buildings is prohibited.

11.5 Waterbeds are not permitted.

11.6 Satellite dishes are not permitted.

11.7 Weapons, firearms, and ammunition are prohibited on Michigan Tech's campus and in Daniell Heights. Bows and arrows, airsoft equipment, paintball equipment, and other projectile devices are considered weapons and are also prohibited. Weapons must be registered and stored with the Department of Public Safety and Police Services in accordance with the University Weapons Policy. All OCCUPANTS must comply with this policy. Violations of this policy will result in referral to Community Conduct.

11.8 Permanent or temporary installation of privately owned playground equipment is not permitted.

11.9 OCCUPANTS may not plant shrubs, flowers, vegetables, or plants of any kind on the grounds, except in designated areas.

11.10 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.

11.11 This policy applies to all students, faculty, staff, and visitors and includes all housing structures, apartments, exterior areas, and shared spaces, including but not limited to parking lots, sidewalks, stairwells, and recreational spaces. A $500.00 fee, plus charges for smoking-related damages, will be assessed to any CONTRACT HOLDER who permits smoking in the assigned apartment.

11.112 OCCUPANTS may not conduct business or commercial activity in or from the Daniell Heights premises, nor post, display, or affix signs, advertisements, or notices inside or outside of the apartment or buildings. Door-to-door solicitation and recruitment are prohibited. Any exceptions must be approved in writing by the Director of Residence Education and Housing Services.

11.13 Any motorized personal vehicles, including, but not limited to, gas/electric powered (E-Bike) bicycles, gas/electric powered (E-scooter), and hoverboards. These devices, and the associated batteries, are prohibited from being stored or charged in the apartments.

11.14 CONTRACT HOLDERS are permitted to have a monitoring system (ie, Ring, SimpliSafe, pet cameras, etc) within the interior of the apartment. Any such monitoring system must be battery-powered or plug into an existing electrical outlet. The CONTRACT HOLDER may not install any monitoring cameras on the apartment exterior or building common areas. Cameras are prohibited from recording outside of the apartment.

11.15 Residents are required to follow the University's fire safety guidelines for lithium batteries, including limitations regarding the storage of batteries.

12. CHILD and GUEST SUPERVISION/PLAYGROUND INJURY

CONTRACT HOLDER and REGISTERED TENANT(S) are solely responsible for supervising minor OCCUPANTS while on University property to prevent harm to them, to other persons, or to property. Minor OCCUPANTS 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 minor OCCUPANTS 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/conduct/student-conduct/. 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, the 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. RENTERS INSURANCE AND LIABILITY DISCLAIMER

15.1 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, DEPENDENTS', or any GUEST'S negligence or intentional misconduct.

15.2 The University strongly advises the CONTRACT HOLDER and their OCCUPANTS to secure and maintain renters' insurance for the duration of the contract agreement. This coverage should include the CONTRACT HOLDER'S personal property and liability for any injuries or damages that may occur on the premises.

15.3 The CONTRACT HOLDER acknowledges that the University maintains insurance solely to protect the University's interests, particularly the property structure. Regardless of the cause of loss or damage, the CONTRACT HOLDER and their OCCUPANTS are not entitled to any payouts or claims under the University's insurance policy.

15.4 The CONTRACT HOLDER agrees to the following: The University is not liable for any loss, injury, or damage to the CONTRACT HOLDER'S or their OCCUPANTS' personal property or person. This non-liability extends to losses caused by, but not limited to, fire, water damage, theft, vandalism, natural disasters (including floods, thunderstorms, and tree falls), acts of war, terrorism, or any other unforeseeable event. By agreeing to this provision, the CONTRACT HOLDER acknowledges that they have read and understood it. The CONTRACT HOLDER is strongly recommended to obtain renters' insurance for their protection.

16. NON-LIABILITY of UNIVERSITY

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

A. The loss, damage, or theft of any personal property.
B. 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.
C. 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.
D. The loss due to damages and personal injury resulting from the negligence of any other OCCUPANT in the area.

17. REPRESENTATIONS and WAIVERS

17.1 Representatives of the University have not made any promises with respect to premises or apartments other than those 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

Michigan Technological University is an equal opportunity educational institution and employer, providing equal opportunity for protected veterans and individuals with disabilities. Residential Living does not discriminate based on race, religion, color, national origin, sex, sexual orientation, gender identity, height, 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 Student Disability Services, located in the Administration Building. Student Disability Services will collaborate with Michigan Tech Housing to coordinate the implementation of all approved accommodations.

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 before their enactment and shall thereafter be binding on all residents.

The CONTRACT HOLDER understands and expressly agrees

1. Housing Deposit

1. A $400.00 housing deposit is due within ten (10) calendar days of contract acceptance. This is refundable upon contract completion, provided the unit is free of damage or cleaning charges. The deposit will be forfeited if the CONTRACT HOLDER fails to take possession of the apartment on the start date or fails to provide thirty (30) days' notice of non-attendance at the University.

2. Rent Payments and Penalties

1. Rent must be paid, without demand or billing, on or before the first day of each month. Payments may be made at Student Billing in the Administration Building or online via the Experience portal. A $50.00 late fee will be applied to any balance not paid in full by the due date. Failure to pay rent on time or in full may result in the denial of REGISTERED TENANT takeover requests, denial of contract renewal, or eviction.

3. Renter's Insurance

1. The University strongly advises all OCCUPANTS to secure and maintain a comprehensive renter's insurance policy for the duration of the agreement. This insurance should provide coverage for personal property and liability for any injuries or damages occurring on the premises, as the CONTRACT HOLDER assumes all risk for their personal property and is held financially liable for any damage to University property arising from the negligence or misconduct of themselves and their OCCUPANTS.

4. Termination and Rate Adjustments

1. The UNIVERSITY reserves the right to terminate this contract for any reason or adjust monthly rates (not to exceed 10%) with thirty (30) days' notice or immediately if no longer affiliated with the University or a result of a disciplinary sanction. In the event of a contract breach, the UNIVERSITY may terminate the agreement immediately if the breach is not cured, or is impossible to cure, within seven (7) days of notice.

5. Annual Renewal Process

1. Contracts do not renew automatically. Residents must request a renewal agreement each spring via the HuskyHouse portal. For the 2026–2027 term, renewals must be signed by **March 17, 2026**. Failure to meet this deadline will result in non-renewal, and the unit will be assigned to a third party for the following year.

6. Vacating and Early Withdrawal

1. The CONTRACT HOLDER must vacate the premises upon contract expiration. If the holder withdraws as a student or separates from University employment before the contract end date, they remain responsible for rent through the end of the term unless the UNIVERSITY can secure an acceptable replacement tenant.

I understand and agree to the terms stated above, as well as those in the Contract Terms and Conditions and the University Code of Community Conduct, which are incorporated herein by reference. I acknowledge that these terms may be amended by the University at any time with 30 days' notice. It is my responsibility to read, understand, and comply with all such regulations and to ensure that any REGISTERED TENANT, OCCUPANT, or GUEST adheres to these same terms.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL CONTRACTS. THIS CONTRACT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

Signature Date