



WESTERN MICHIGAN UNIVERSITY

Residence Hall and Dining Services Contract 2009-2010

1) Applicant Information

WIN #: \_\_\_\_\_

Name: \_\_\_\_\_  
Last First Middle

Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_  
City State Postal Code Country

Home Telephone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Sex:  Female  Male

Emergency Contact:

Name: \_\_\_\_\_  
Last First Middle

Home Address: \_\_\_\_\_  
City State Postal Code Country

Contract Term (please check one):

Fall & Spring Semester 2009-2010:  
Sept. 4 at 9 a.m. – Dec. 18 at 7 p.m. and  
Jan. 10 at 9 a.m. – April 30 at 7 p.m.

Spring Semester 2010:  
Jan. 10 at 9 a.m. – April 30 at 7 p.m.

Summer I Semester 2010:  
May. 9 at 9 a.m. – June 30 at 5 p.m.

Summer II Semester 2010:  
July 1 at 9 a.m. – Aug. 20 at 5 p.m.

Status (please check one):

Freshman  Transfer w/ less than 26 hours

Returner  Transfer w/ more than 26 hours

Other: \_\_\_\_\_

U.S. Citizen:  Yes  No

Relationship: \_\_\_\_\_

Telephone #: \_\_\_\_\_  
Daytime  
Cell Phone/Home

2) Residence Hall Choice

Indicate your 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> choice by placing a 1, 2, 3 or 4 in front of the appropriate residence hall. For hall eligibility visit www.wmich.edu/housing or see the residence hall brochure. Some halls have three and four-person rooms.

Valley I: \_\_\_ Ackley \_\_\_ Shilling \_\_\_ Britton \_\_\_ Hadley Little Three: \_\_\_ French \_\_\_ Davis \_\_\_ Zimmerman

Valley II: \_\_\_ Gameau \_\_\_ Harvey \_\_\_ Eicher \_\_\_ LeFevre Big Three: \_\_\_ Bigelow \_\_\_ Henry \_\_\_ Hoekje

Valley III: \_\_\_ Harrison \_\_\_ Stinson Big Four: \_\_\_ Draper \_\_\_ Siedschlag \_\_\_ Ernest \_\_\_ Smith  
Burnham Burnham

Special Interest Housing: I prefer housing in the following specialty community: \_\_\_\_\_

[All-female floor in Ackley (no male visitation), Aviation, Business, Engineering, Fine Arts, Health & Human Services, Hoekje transfer hall, Honors Housing, Magellan House, Second Year Experience, Tenzing (transfer students), Umma Scholars or Wellness (separate application required)]

3) Dining Services Meal Plans

Visit www.wmich.edu/dining for more information.

All residents must choose a dining meal plan unless a Room Only contract in Henry, Harrison or Stinson hall is selected.

BRONCO GOLD – Provides continuous residence hall dining room access during dining hours. Includes Dining Dollars.

BRONCO 15 MEAL PLAN – Provides fifteen (15) entrances to residence hall dining rooms per week, Monday breakfast through Sunday dinner. Includes Dining Dollars.

BRONCO 20 MEAL PLAN – Provides twenty (20) entrances to residence hall dining rooms per week, Monday breakfast through Sunday dinner. Includes Dining Dollars.

BRONCO 10 MEAL PLAN – Provides ten (10) entrances to residence hall dining rooms per week, Monday breakfast through Sunday dinner. Includes Dining Dollars.

ROOM ONLY – No meal plan. Only available in Henry, Harrison or Stinson halls.

4) Room/Roommate Preference

Contracts submitted prior to May 1, 2009, will receive priority for roommate preference.

Roommate Selection

Do you prefer a quiet room environment?  Yes  No

Do you go to sleep by midnight?  Yes  No

Are you an early riser?  Yes  No

Do you consider yourself particularly neat?  Yes  No

What is your major? \_\_\_\_\_

List five of your favorite interests and activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I would like to room with: \_\_\_\_\_  
Roommate's WIN: \_\_\_\_\_

I would prefer a single room at an additional cost.



## Residence Hall and Dining Services Contract Details

This contract contains the terms and conditions upon which your room and board at Western Michigan University residence halls is contracted to you by the Board of Trustees of Western Michigan University ("University"). Nothing in this contract creates a landlord-tenant relationship between the student and the University. This contract constitutes a contractual license to occupy and use the residence hall room and does not bestow or convey any interest in land.

### Eligibility

- A. The WMU Residence Halls are available to any WMU student currently enrolled for at least one credit hour per semester. Failure to maintain the required enrollment, for any reason, will result in the termination of this contract. Refunds, if any, will be given based on the policies in this contract. Admission to the University does not guarantee a residence hall assignment and submitting a request does not guarantee a space will be available. Likewise, receiving an assignment is not an indication you have been admitted to Western. Contact the WMU Admissions Office to determine your admission status (269-387-2000). If you have a "collection" status from the past, you are required to pay the full room and dining payment prior to being accepted for a subsequent assignment.

### Assignment Policy

- A. Residence Life will assign students based on the date a signed contract is received, as well as hall preference. Some halls have various room configurations such as triples or quads. Residence Life will make room assignments based on availability.

### Dining Services

- A. **All Residence Hall and Dining Services Contracts must include a Dining Services on campus meal plan except for students living in Henry, Harrison and Stinson halls.** Living in Henry, Harrison or Stinson hall is dependent on the availability of rooms in these halls. You agree to the rules and regulations set by WMU Dining Services.
- a. Your WMU Bronco ID card is valid for dining services as long as you participate in a dining plan. Present your WMU Bronco ID card to enter Dining Services. Your card may not be transferred to, or in the possession of, another person. If your card is transferred to another person (with or without your consent) it will be kept by the dining service checker or cashier and a \$25.00 fine will be charged to the legal cardholder. If your card is lost or stolen, call WMU Dining Services immediately at (269) 387-4844.
  - b. The dining rooms are open at least 12 hours per day, Monday through Friday, and students may dine in any dining room at any time during open periods (Note: During the Summer sessions, Dining Services will post serving hours; the dining room will close between meal periods). Services are consolidated on the weekends such that two dining rooms serve a full menu and three dining rooms serve a limited menu.
  - c. Draper Dining Service, located in the Draper/Siedschlag Residence Hall, does not offer full menu service, but consists solely of a Carryout Express, which is open 12 hours per day Monday through Friday. Full menu service is available at nearby Burnham Dining Service, Henry/Hoekje/Bigelow Dining Service or Davis Dining Service.
  - d. All meal plans include a beginning balance of Dining Dollars. Dining Dollars may be used at any Dining Service's campus café or to purchase a guest meal in any residence hall dining room.
  - e. Dining Services is unable to provide specialized food products for an individual need or specialized diet. Specific situations should be brought to the attention of the Dining Services Director prior to submitting this contract.
  - f. Students may change their meal plan once per semester at the beginning of the semester; a fall semester change may be made through September 29 and a spring semester change may be made through January 30. During this designated time period, students with a room in Henry, Harrison, or Stinson halls may also make one meal plan change, and one of the choices is the room-only option (no meal plan).
  - g. The only circumstance in which a refund for missed meals will be considered will be due to an absence for personal illness for more than seven (7) days. Such requests are to be directed to the Director of WMU Dining Services, Room 161 Bernhard Center. The absence must be substantiated in writing, including an appropriate signature; i.e., a letter from a hospital administrator, personal physician, Director of WMU's Health Center, etc. The refund will cover only the raw food cost of the meals missed after the seventh (7th) day.

## Room and Board Fees

- A. You agree to pay to the University the amounts set by the WMU Board of Trustees for Room and Board (see [www.wmich.edu/housing/contract/rates.html](http://www.wmich.edu/housing/contract/rates.html)). Payments will be made to Western Michigan University – Residence Life, 1903 W Michigan Ave, Kalamazoo, MI 49008-5312. Payment should include your name, Western Identification Number, and name of assigned hall. Failure to timely pay may result in the penalties described in Schedule A. Questions concerning the status of your payments should be directed to: Accounts Receivable, Seibert Administration Building, (269) 387-4261.

## Cancellation

- A. You do not have the right to unilaterally cancel this contract without consequence. Cancellation charges for unilateral cancellation by you are further defined in Schedule A. You may submit a WRITTEN request to cancel this contract to: DIRECTOR OF RESIDENCE LIFE, ROOM 3510, FAUNCE STUDENT SERVICES BUILDING. The decision whether to allow cancellation shall rest in the discretion of the Director.
- B. In the event you elect to move into off campus housing during the term of this contract and while still an enrolled student, you remain responsible for all contractual charges including room and board (if applicable) for the 2009-2010 academic year. **For students starting on campus in the fall, this contract is for a full academic year** (fall and spring semesters) unless the student is graduating, student teaching or studying abroad spring semester.
- C. If you fail to properly check in by 5 p.m. on the 6th calendar day of this contract, this contract will automatically terminate, and the fees on Schedule A will be charged.
- D. If you are academically dismissed, this contract will automatically terminate. You will be charged for the days that space was occupied or keys issued to you for a space, whichever is longer. No cancellation fees are charged. If you are dismissed but awaiting readmission, you are permitted to reside in the residence hall for not more than seven (7) days without written permission from the Director of Residence Life. If readmission is not granted, there will be a charge only for the dates of occupancy.
- E. If you withdraw from the University during a semester you will be charged room and board rates through:
  - a. the official check out date, or
  - b. the date of your withdrawal (whichever is later).If you want to stay, you must receive written permission from the Director of Residence Life. If you re-enroll during the same semester, you will be charged the separation and debt retirement fee.
- F. If the University requires that you move out during the contract term, as a result of your breach of this contract, this contract will terminate. Residence Life reserves the right to charge you the balance of the academic year room and board charges.
- G. If your contract is terminated by the University, based on your behavior or conduct, you will be held responsible for any policy violations and completing any sanctions associated with those violations as listed in the Residence Hall Community Living Expectations and/or the WMU Student Code. You will owe the balance of the academic year room and board charges.

## Liabilities

- A. If the University is unable for any reason to allow possession of a hall or room at the time agreed, the University shall not be liable for damages caused by such failure to deliver possession nor shall this contract be voidable for that reason; but, in this case, you shall not be liable for Room and Board fees until possession is delivered.
- B. Should the residence hall be destroyed or damaged to prevent the use of the facilities, or should a strike, public emergency or riot, or other unforeseen occurrences beyond the control of the University prevent you from using the facilities, this contract for occupancy shall immediately terminate and you shall be responsible for charges prorated to date of termination. The University shall not be liable for any expenses or damages or loss which you incur for relocation or inconvenience, due to such termination.
- C. To the fullest extent permitted by law, the University, its employees and agents shall not be liable to you or to your guests or invitees for any living expenses or damages, personal injury, death, inconvenience, loss or theft as to personal property, caused by the building or any part thereof becoming out of repair. The University shall not be liable for failure to furnish heat, gas, electricity, or telephone service; or from the bursting, leaking, overflowing, or backing up of water, gas sewer, or steam pipes; or damage caused by defective wiring. Furthermore, the University, its employees, and agents shall not be liable for theft, damages or injury resulting from your, or your guests, invitees or trespassers, acts, errors, omissions, negligence or accidents.

## Contract Modifications, Breach, Remedies

- A. This contract may be terminated, changed, modified or amended by the University for any of the following reasons. (Termination gives the University immediate right to possession of all space covered by this contract.)
- a. When behavior requires inordinate attention from staff members, roommates or community members.
  - b. When activities endanger your health, safety or welfare, or the health, safety, and welfare of other residents.
  - c. When gross/disruptive behavior is present.
  - d. When student status at the University ceases, regardless of reason.
  - e. When any of the University rules or the terms of the contract have been breached or violated.
  - f. When there is a violation of the Residence Hall Community Living Expectations, the University Student Code, or abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by University officials. Residents may also be subject to disciplinary action due to the misconduct of their guests. Residence Life and the Office of Student Conduct reserves the right to move a student to another room, or hall, or remove the student from the Residence Halls if it is in the best interest of the student or other students of the University.
  - g. If it comes to the attention of the University that an individual required by law to register as a sex offender applies to reside, or is currently staying, in a University-owned residence hall or apartment, the Dean of Students or her/his designee will convene a University housing review committee to determine if the individual will be allowed to reside or continue to stay in University housing. Membership of the committee will be determined by the Dean of Students or her/his designee. The individual shall be given an opportunity to provide information to the committee and may be requested to appear before this committee. The Housing Review Committee shall determine whether it is in the best interest of the University community that the individual be allowed to stay in University housing, and if so, under what conditions, if any. If the committee concurs, by majority vote, that the individual will not be allowed to stay in University housing, the Dean of Students or her/his designee will notify the individual in writing. The decision of the committee will stand, unless the affected individual submits a written appeal within seven calendar days of the decision. Such appeal must include supportive reasons and shall be made in writing to the Vice President for Student Affairs/Dean of Students with a copy to the Office of the Vice President for Legal Affairs and General Counsel. If appealed, the Vice President for Student Affairs/Dean of Students will make a final determination as to whether the individual shall be allowed to reside or stay in University housing.
- B. If the University considers it necessary to close an area of a building, your room and/or hall assignment may change. This could occur anytime that the University's analysis of occupancy indicates such a closing would be in the best interest of the University. Dates of this contract are subject to change based on university calendar changes or university commitments. These actions shall not be deemed a breach of this contract by the University.

## Miscellaneous

- A. The headings are used for reference purposes only and do not limit the content of this contract. Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. It is the policy of Western Michigan University not to discriminate in its educational programs, activities, admission or employment policies on the basis of race, sex, sexual orientation, age, color, national origin, religion or handicap. This lease is governed by and construed with the laws of the State of Michigan.
- B. Your contract consists of the documents that state your and the University's contractual obligations, including the Residence Hall Dining Service Contract, the Residence Hall Dining Service Contract Details, and the Residence Hall Community Living Expectations handbook. You are also responsible for complying with all other University policies, including the Student Code, as well as City, State, and Federal law.

SCHEDULE A  
Cancellation Fees

Enrolled and not enrolled status refers to a student's status during the terms of this contract. Penalties apply even if the contract is signed after June 1, 2009.

Cancellation Fee - Before Residence Halls Open

**A. Fall and Spring Semesters**

a. Not Enrolled Student

- A. Cancel through June 1, 2009, equals \$0.
- B. Cancel June 2 through July 31, 2009, equals \$100.
- C. Cancel August 1, 2009, through 5 p.m. of last business day before the halls open equals \$200.

b. Enrolled Student

- A. Cancel through May 1, 2009, equals \$300.
- B. Cancel May 2 through July 31, 2009, equals \$400.
- C. Cancel August 1, 2009, through 5 p.m. of last business day before the halls open equals \$500.

**B. Spring Semester Only Contract**

a. First-time Not Enrolled Student - Cancel anytime up to 5 p.m. of last business day before the halls open equals \$100.

b. First-time Enrolled Student - Cancel anytime up to 5 p.m. of last business day before the halls open equals \$200.

**C. Summer I and/or Summer II Session Contract**

a. Not Enrolled Student - Cancel anytime up to 5 p.m. of last business day before the halls open equals \$50.

b. Enrolled Student - Cancel anytime up to 5 p.m. of last business day before the halls open equals \$100.

Cancellation Fee - After Halls Open

A. Withdrawing or Not Enrolled Student - Assessed normal room and board costs from the official hall opening date through the effective cancellation or check out date.

B. Enrolled Student - Assessed the full amount of the contract term for the 2009-2010 academic year.

Cancellation Fee - Failure to Check In

A. Not Enrolled Student - Assessed a \$400 cancellation fee and the reservation payment is forfeited.

B. Enrolled Student - Assessed the full amount of the contract term for the 2009-2010 academic year.

Cancellation Fee - Returning Residents

A. Residents who participated in the Fall sign up procedure during the previous Spring will have to pay a cancellation fee if they opt not to return to the residence halls after submitting a signed contract. See above for details.