

University of Detroit Mercy • Office of Residence Life • Conditions for Residency

This application/agreement is made subject to and in accord with the following terms and provisions which supersede any previously published. It is the policy of the University of Detroit Mercy to offer full, equal, and nondiscriminatory assignments without regard to race, nationality, gender, or religion.

1. Eligibility

To be eligible to reside in a University residence hall a person must, throughout the entire duration of such residence:

a.) be registered for classes at the University of Detroit Mercy and be in good academic, financial and disciplinary standing at the University of Detroit Mercy, as determined by the University. (Students who are on approved co-op assignments are also eligible for residence.)

b.) be pursuing a full-time course of study in one of the undergraduate, graduate or professional schools of the University. (If space allows the University may permit the housing of part-time students in the residence halls.)

c.) be on an approved University board plan. (Students living in West Quad are exempt from this requirement.)

2. Application/Assignment

a.) Application is for a space in the residence halls. The Office of Residence Life (ORL) will make every attempt to accommodate a student's request but reserves the right to make assignments as it deems necessary.

b.) The University reserves the right to move students when rooms are only half filled when prior notice is given. Students who wish to change room assignments must receive permission from the ORL. Students who move without authorization will be subject to disciplinary action including cancellation of this agreement.

c.) This application is a binding agreement with the ORL and the University of Detroit Mercy for the academic year, consisting of fall and winter term.

3. Cancellation Process

Cancellations from the housing agreement will not be accepted after **June 13, 2007**.

4. Termination Process

a.) Termination of the housing contract during the academic year is subject to a \$350.00 fee.

The housing contract may be terminated for the following reasons:

- Graduation
- Withdrawal from the University
- Marriage
- Medical reasons as verified by the University physician which are of such a nature as to pose physical or mental harm to the student or to other residents.
- Co-op or study abroad assignment at least 25 miles from the UDM McNichols Campus.

b.) In the event of approved withdrawal from the University residence hall system, refunds (**housing only**) are subject to a prorated assessment for the period of residence. (The board plan will be prorated until the fourth week of the semester after which time students are responsible for the remainder of the plan.) The effective termination date will be the day upon which all of the following have been accomplished:

1. The student has cancelled in writing.

2. The student has removed all belongings from the room.

3. Appropriate check-out forms have been completed.

4. Room and building keys, proxy cards have been surrendered to the ORL.

c.) Students found withdrawing from school and re-registering at a later date during the period of the original agreement for the purpose of obtaining an agreement release will be assessed all housing and board charges for the academic year.

d.) The ORL reserves the right to 1) cancel an assignment if a student does not check into his or her assigned space within twenty-four hours of the start of classes in any given term and 2) assess the \$350 cancellation fee.

5. Room Entry, Inspection and Property Removal

a.) The University reserves the right to enter rooms or space for any purpose relating to: (1) improvement; (2) maintenance; (3) custodial; (4) recovery of University property not authorized for use in that space; (5) fire, health, and/or safety inspections; (6) as determined by the University that the safety, health and general welfare of the student or others is jeopardized; (7) protection of property or for (8) the deterrence or detection of conduct which is contrary to law or contrary to University policies, rules or regulations.

b.) By signing this application/agreement the student consents to entry of his/her assigned space by University officials for any purposes described above, whether or not the student is present at the time of room entry.

c.) University property is prohibited from being removed. Students found responsible for removing residence halls property will be charged the cost of replacing the furniture.

d.) Students found responsible for damaging University property will be charged for repairing or replacing the damaged goods as well as being judicially sanctioned.

e.) Lofted beds and/or lofts are prohibited from the residence halls unless supplied by a University-selected vendor. (Contact the ORL for more information.)

f.) The ORL and the university are not responsible for any abandoned property in the Residence Halls. The ORL will store abandoned property from the residence halls for 2 weeks after buildings close after academic terms, after which items will be either donated or disposed.

6. Student Responsibilities Regarding Care of Facilities

a.) A student accepts responsibility for the conduct of him/herself and his/her guests and for the care of his/her assigned room space, common areas within the residence halls, and the University property contained therein.

b.) A student agrees to take reasonable action to protect residence hall facilities and University property from damage, to refrain from encouraging or participating in activities which may cause such damage to occur, to report property or facilities damages and to take reasonable action to assist the University in identifying individuals responsible for such damage.

c.) The student at the time of check-out agrees to return the assigned space and University furnishings provided with the space in the same condition as they were when received with the exception of normal wear and tear (as determined by the University.)

d.) Residents will be held accountable for charges for damage, loss, or special service for any damages

they may cause intentionally or accidentally. When the individual or individuals responsible cannot be determined or do not take responsibility, an equal portion of the charges will be assessed against each student sharing the space.

e.) Common Area Charges: When the individual or individuals responsible cannot be determined for damages in public/common areas of the residence halls, an equal portion of the charges will be assessed against each student in the building and/or floor sharing the space. Each resident agrees to pay his/her portion of such charges.

7. Student Responsibility Regarding Conduct

a.) The student agrees to adhere to all Federal, State, and City laws and all University regulations.

b.) The student shall conduct himself/herself in a manner that respects the spiritual, religious, educational, and moral philosophy of the University.

c.) The student will act in such a manner as to promote the existence of a quiet, safe, and secure residence hall conducive to the pursuit of academic goals.

d.) The student agrees and shall insure that his/her roommate(s) will have access to and equitable use of space.

e.) Violations of University rules and regulations constitute grounds for University disciplinary action and for cancellation of this application/agreement by the University. Disciplinary action may include dismissal from the University, in addition to cancellation of this agreement. University rules and regulations are set forth in the Guide to Residence Living, the Student Handbook, school bulletins and other University publications. It is the responsibility of each resident to become familiar with those policies.

8. Liability

The student agrees that the University shall have no liability for negligence or otherwise claim of loss, injury, or damage to persons or property in connection with use by the student of the University's residence halls. Students are urged to arrange for individual personal property coverage.

9. Special Accommodations

Students needing special accommodations for housing and/or meals must contact the Office of Residence Life in writing. All requests will be reviewed and either sent to the University's ADA compliance officer or to the Meal Plan Appeals Committee, as appropriate. The ADA compliance officer will contact the student regarding the accommodation requested. All inquiries for Meal Plan Appeals are reviewed no later than the second week of classes and responses are sent from the Committee.

The University reserves the right to amend this agreement and may from time to time, issue other regulations pertaining to residential living. Failure to conform to any regulations may result in official University sanctions, and may lead to termination of this Residence Hall Agreement.