

**Northwestern Michigan College
Apartment Living Handbook**

**2007 – 2008
Revised**

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Welcome to Apartment Living!

The Housing Office wants you to have a rewarding and enjoyable experience living on campus and we hope this guidebook will familiarize you with our community expectations, services, and policies.

The Apartment community is designed to be:

- ◆ **A purposeful community** that is a sanctuary for reading, writing, and preparing for classes.
- ◆ **An open and inclusive community** where freedom of thought and expression are encouraged, where respect and civility are expected, and where action is taken when the rights of any community member are infringed upon.
- ◆ **A just community** where students can explore and share differences that lead to a dynamic educational environment, and where acts of harassment, bigotry, intimidation, and intolerance are unacceptable.
- ◆ **A disciplined community** where members of the community do not need to justify a desire for safety, cleanliness, quiet, or privacy; these are the rights and responsibilities of every community member.
- ◆ **A caring community** where students are encouraged to be involved, to show their leadership, and to make a difference in the lives of others.
- ◆ **A community of celebration** that exhibits enthusiasm, spirit, and pride at college and community programs and events.

Apartment Quick Facts

Housing Office Hours 8:00 am to 5:00 pm, Monday through Friday

Emergency On-Call Hours 5:00 pm to 8:00 am nightly, Monday through Thursday
5:00 pm Friday through 8:00 am Monday

Important Phone Numbers

Housing Office	995-1400
Jennifer Metcalf, Coordinator of Housing and Residence Life	995-1401
East Hall Front Desk	995-1402
Jamie Overbaugh, Associate Residence Life Supervisor	995-1405
Apartment Resident Assistant On-Call	995-1406
Alice Sluss, Office Manager	995-1409
Emergency After Hours	995-1916
Cashier's Office	995-1149

Maintenance Issues

Please call 995-1405 to report your non-emergency maintenance need. If you call after office hours, leave a message, and the Associate Residence Life Supervisor (ARLS) will write a work order for you during the next business day. **If you have an emergency maintenance issue, please call 995-1916.**

Emergency Situations

Call 911 during any life-threatening situation.

After Hours Emergencies

If the situation is urgent but not life-threatening, please call the Residence Life Supervisor on-call at 995-1916.

After Hours Non-emergencies

If the situation can wait until office hours, you may call 995-1405 to leave a message and the ARLS will attend to your need the next business day.

The following is a list of situations where you should call the Residence Life Supervisor on-call at 995-1916:

- Loud parties
- Strong suspicion of illegal activity (call while it's happening, not hours later or the next day)
- Suspicious activity that endangers the health or safety of residents
- Emergency maintenance issues dealing with water, heat, and/or electricity

If you are locked out

The main Apartment doors are locked 24-hours-a-day, and individual apartment doors lock when shut. Always carry your keys when you leave your apartment. If you are locked out, call the Housing Office or the Residence Life Supervisor on-call. You will be charged \$20 each time Housing staff unlock your door.

Procedure for Application

When applying for admittance into the Apartments, you will need the following information:

1. **Apartment application:** Complete the application sheet.
2. **Letter of introduction:** Please write a short note of introduction about yourself and why you think you would be a good addition to the Apartment community.
3. **Landlord reference:** Please have your most current landlord complete the Landlord Reference sheet.
4. **Letters of reference:** Please submit two letters of reference from a friend or acquaintance who can comment on your character and your status as a community member, relative, and/or employee. The letter must include the reference's full name, address, and phone number so we can contact them. Please ask your reference to place the letter in a sealed envelope with his/her signature on the seal.
5. **Copy of your current (or next semester) class schedule:** In order to be eligible to live in the student apartments, you must be enrolled in at least six (6) credit hours at NMC and/or the University Center.
6. **Certificates:** If you have children, we will need a copy of a birth certificate for each child.
7. **Pets:** NMC will allow cats (spayed/neutered and declawed) and small dogs (less than 30 pounds) providing the student obtains advance permission from the Associate Residence Life Supervisor (ARLS). There is an additional **\$500 pet deposit** for residents who have cats and/or dogs. One cat or dog is allowed per apartment unless advance permission is obtained from the ARLS. Please complete the Pet Application if this section applies.

Please send or deliver the materials **together** to the following address:

NMC Housing Office
1701 East Front Street
Traverse City, MI 49686
ATTN: Jamie Overbaugh

When we receive the materials, you may be called for an interview. If you are approved for residency and there are no apartments available, you may be placed on a waiting list until an apartment is ready. If you are still interested at that time you may sign a housing contract. In order to sign a contract, you must pay the deposit and first month's rent.

Incomplete applications will not be considered until all missing items are submitted.

Moving Into and Out of the Apartments

Tenancy Procedures

1. New residents may make arrangements to check into their apartments by making an appointment with Jamie Overbaugh, Associate Residence Life Supervisor (ARLS), during office hours (9:00 am to 5:00 pm, Monday through Friday). She will assist new residents with signing the housing contract, issuing apartment and mailbox keys, issuing parking permits and laundry cards, and assisting with any other issues that may arise during the move-in process.
2. A security deposit in the amount of one month's rent (and the \$500 pet deposit, if applicable) is due prior to moving in. This must be paid in cash or check at the Cashier's Office. **Financial Aid may not be applied to deposits.**
3. New residents must pay the full or prorated amount of the first month's rent before moving into the apartment. Financial Aid may be applied to rent (after tuition, fees, and books are settled). Speak with the Cashier's Office to make payment arrangements.
4. New residents must complete the Apartment Condition Inventory within 7 days of moving in to avoid damage charges, and return it to the ARLS.

Vacating Procedures

1. As soon as you know that you will be moving, fill out a "Notice of Intent to Vacate" at the Housing Office. If you break the Housing Agreement without just cause, you will be assessed a contract cancellation fee of \$400 as defined in the Housing Agreement.
2. Each occupant is responsible for the entire period designated in the Housing Agreement, and until the apartment is vacated, **keys are returned**, check-out has occurred with Housing staff, and termination has been approved.
3. Vacating residents are responsible for cleaning the apartment thoroughly, including the following:
 - a. Cleaning of walls, ceilings, furniture, floors, blinds, bathroom fixtures, all shelves, drawers, and cabinets,
 - b. Cleaning the stove – burner, oven, and broiler, and
 - c. Defrosting and cleaning the refrigerator. Set the temperature to "1"; **do not turn it off.**
4. Final inspection arrangements should be made with the ARLS one week in advance of check-out at a mutually agreed upon time. At this time, all personal belongings should be removed. Failure to have the apartment ready for check-out at the agreed upon time could result in fines up to \$25 per hour.
5. The security deposit is held until the last day of the contract. This deposit will be used to repair any damages that your apartment or building has incurred through your neglect or abuse. After a thorough inspection of your apartment, the Housing Office will return your deposit less any amount necessary to replace or repair damages, or clean excessive dirt. From time to time, it may be necessary to charge residents for damage that has been done in public areas (i.e. hallways, stairwells, etc.). A portion of the cost will be deducted from residents' security deposits when the situation occurs.
6. **Failure to properly check out of your apartment and return your keys will result in the forfeiture of the full amount of your security deposit.**

Apartment Living

General Information

- Students with families receive priority when apartment applications are considered.
- Two to four family members may be housed in the two bedroom apartments.
- A security deposit equivalent to one month's rent is required to reserve an apartment, and is reserved for damage and cleaning costs.
- NMC does not discriminate in admission, campus activities, education, employment, housing, public accommodation, or public service on the basis of age, color, disability, handicap, height, marital status, national origin, political affiliation, race, religion, gender, sexual orientation, veteran's status, or weight. No act of retaliation shall occur to any person making a charge, filing a complaint, testifying or participating in any discrimination investigation or proceeding.
- Utility charges for electricity, gas, water, heat, waste removal, and other services that the College deems appropriate are included in the rent payment (effective September 1, 2007).

Conditions of Occupancy

- To live in the apartments, students must be regularly enrolled in at least six (6) credit hours at NMC and/or the University Center. If the student fails to complete a minimum of six (6) credits by the end of any semester (excluding the Summer semester), the Housing Office reserves the right to terminate the Housing Agreement.
- If a student is removed from the Apartments for unacceptable behavior, (s)he must pay a \$400 contract cancellation fee, and pay for any damages.
- Cancellation of the Housing Agreement during the school year with just cause (defined as change in marital status or termination of student status at NMC or the University Center) and 30 days notice will result in a refund of unused rent payment for the semester, but the student may be charged a \$400 cancellation fee.
- Cancellation of the Housing Contract during the school year without just cause with result in the student forfeiting the deposit and must pay all rent due for the semester plus any incurred damages.
- Students who have paid the security deposit and decide not to live in the Apartments must notify the Housing Office in writing before the following dates in order to secure a refund:
 - Fall Semester Applicants: August 1
 - Spring Semester Applicants: December 1
 - Summer Semester Applicants: May 1
- The Apartments are reserved for students with children, veterans of the U.S. Armed Forces, and students who are 21 years of age or older.
- Unmarried students who are both 21 years or older will be permitted to contract housing together in the Apartments. No more than two adult residents may reside in a one- or two-bedroom apartment. **Residents without a family connection (i.e. children in common, siblings, etc.) must both be enrolled in a minimum of six credits at NMC or the University Center.**
- Rent is due on the first of each month and is payable to the NMC Cashier's Office. Their office hours are 8:00 am to 5:00 pm, Monday through Friday. Payments made after the fifteenth of the month are subject to a \$50 late fee.
- Those residents wishing to renew their lease must sign the Housing Agreement in the Housing Office during the signing period. The Housing Office will notify tenants of the signing period. If the contract is not signed during the time period allotted, the resident will be expected to vacate the apartment by the end of the Agreement term. If the resident wishes to stay, a \$40 late signing fee will be assessed at the time of signing the Housing Agreement. After the expiration date of the Housing Agreement, there will be no ability to sign a new Agreement.

- Housing Agreement extensions may be granted due to extenuating circumstances (i.e. children's school schedule). Residents requesting an extension must apply in writing to the Associate Residence Life Supervisor (ARLS) at least 30 days in advance.

Use of Premises

The occupant agrees:

- To abide by the ordinances of all local and state governments and all regulations and policies (please see the Student Rights and Responsibilities) promulgated by NMC.
- Not to remove from the interior of the apartment furnishings and fixtures belonging to NMC or furnishings and fixtures that we furnished with the contracted premises.
- All areas outside the apartment including stairways, landings, and balconies are to be kept clear and free at all times.
- **Not to smoke, or allow guests to smoke, in the apartment or public areas of the apartment buildings, or within 15 feet of building entrances.**
- Not to possess, use, manufacture, produce, distribute or aid in the use manufacture, production, or distribution of any controlled substance except as expressly permitted by law.
- Not to participate in organized gambling of any sort.
- To house guests only on a temporary basis; no more than six (6) nights a semester without permission of the Housing Office.
- Not to keep pets or animals other than those permitted in designated apartment buildings, and with permission of the Housing Office.
- Not to make or permit any disturbing noises upon the premises – by residents, families, and/or guests.
- Not to possess on the premises any weapons, look-alike weapons, firearms, fireworks, gunpowder, or any other materials or substances which endanger the health of any person.
- Not to store any combustible or flammable materials, nor permit any activity which would increase fire, health, or safety risks to any persons.
- To accept responsibility for lost, damaged, or stolen property, or personal injury sustained on the premises. **It is suggested that the occupant carry renter's insurance.**
- To permit NMC officials access to the premises according to NMC Residential Facilities – Entrance Procedures.
- Not to participate in any fund-raising activity or to act as salesperson on NMC owned property without first obtaining written permission of the Housing Office. No door-to-door solicitor or salesperson shall be given access to the premises except with the written permission of the Housing Office.
- To use the premises contracted in a responsible, courteous, and careful manner.

**NORTHWESTERN MICHIGAN COLLEGE APARTMENTS
HOUSING AGREEMENT**

1880 1882 1884 A B C D E F G H I J K L

Sex _____ STUDENT STATUS: NEW _____ TRANSFER _____ RETURN _____ SPECIAL _____

Northwestern Michigan College in Traverse City, Michigan, hereinafter called the College, contracts _____, hereinafter called the Student, space in Apartment _____ together with the furnishings and equipment thereof, for the period beginning September 1, 2007 and continuing until May 30, 2008. The Student agrees to pay a cleaning and security deposit in the amount equal to one month's rent, and housing fees to the College in the amount of \$ _____ per month for a _____ bedroom arrangement with _____ occupant(s) in accordance with the following terms and conditions which are incorporated herein and made a part of the agreement. Furthermore, the Student will be liable for a \$50.00 late fee for any required monthly payment not made by the 15th of the month.

By signing this contract, I acknowledge and accept that I have read the terms and conditions as specified on both sides of this Agreement.

Student Signature _____ Date _____

College Signee _____ Date _____

TERMS AND CONDITIONS

CONDITIONS OF OCCUPANCY

The accommodations granted by this Agreement may be used only by the registered Student while he/she is enrolled in a minimum of 6 credits per semester as a Student at the College. If the Student fails to complete a minimum of 6 credits by the end of any semester, the Housing Office reserves the right to terminate this Agreement. In the event the Student officially withdraws or is academically dismissed from the College before the end of the semester, he/she will forfeit the housing deposit. If the Student is removed from the apartment for unacceptable behavior, he/she may be assessed a \$400 cancellation fee and additional damage charges.

***Cancellation of the Agreement during the school year with 30 days notice and "just cause" (defined as change in marital status or termination of Student status at the College) will result in refund of unused rent payment, but the Student may be charged \$400 cancellation fee.

***Cancellation of the Agreement by the Student during the school year without just cause means that he/she forfeits the deposit, pays full housing costs for the duration of the Agreement, and he/she may be charged damage fees.

***The Student who has paid the housing deposit and decides not to live in the Apartments must notify the Housing Office in writing no less than one month before the beginning of the planned move-in date. Failure to notify in writing of cancellation may result in forfeiture of the security deposit (equivalent to one month's rent) and termination of the Agreement by the College.

PERIOD OF CONTRACT

The Housing Agreement is between the College and the Student for the entire academic year (excluding summer semester) commencing on September 1 and ending May 30 unless otherwise arranged in writing.

CONTRACT APPEAL

Appeals relating to Agreement release decisions made by the Associate Residence Life Supervisor may be referred to the Dean for Student Services in writing within five business days of receipt of the written decision.

DELIVERY OF PREMISES

It is mutually understood and agreed by both parties hereto that in the event the College shall be unable, for any reason, to deliver possession of the premises at the time herein agreed, the College shall not be liable for damage caused by such failure to deliver possession, nor shall the Agreement become void for that reason, but in such event the Student shall not be liable for payment until complete possession is delivered or the College supplies other College housing.

ASSIGNMENT

The Student agrees not to sublet or assign any part of said premises, or to transfer from one apartment to another without the advanced written consent of a designee of the Housing Office.

NON-ENROLLED

Any resident found not enrolled during fall or spring semesters may be subject to a \$35 per day occupancy charge. This charge will be assessed for each day of occupancy during the semester of the Agreement that the Student is not enrolled, unless permission for non-enrollment is granted in writing by the designee of the Housing Office.

DISENROLLMENT FOR NON-PAYMENT

The Student will be given a reasonable opportunity to make payment. If, however, the Student continues to disregard payment dates, and/or notices, he/she may be administratively disenrolled from the College for the remainder of the semester, may no longer be eligible to be a Student at the College, and this Agreement may be terminated by the College. In the case of disenrollment, the Student will be notified of impending disenrollment and given five class days to make payment. If payment is not received, the Student will be disenrolled and this Agreement terminated. The Student will be held financially responsible for the period of time in residence, will forfeit the deposit, and may not be permitted to re-enroll for the subsequent semester unless full payment is made.

FINANCIAL RESPONSIBILITY

The Student agrees to pay the College the established rate for housing. Payments are due on the first of each month. There is a late fee for payments not made by the 15th of the month. Failure to make payments on time may result in cancellation of this Agreement and forfeiture of the deposit. Students receiving financial aid or housing assistance must supply the Housing Office written documentation. Residents in single student (double occupancy) apartments are individually and collectively responsible for the total monthly charge. The remaining single student(s) will continue to be responsible for the total rent until another eligible single student signs a contract to occupy the apartment.

LIABILITY, SAFETY, SANITATION, INSPECTION

The College is not liable for damage, fire, or loss of money or valuables to any person, or for the loss of or damage to any resident's property, or personal injury sustained on the premises except such damage or injury caused by the active neglect of the College in failing to comply with the Statutory Covenants made part of this Agreement under Michigan Law. The College encourages residents to consider contacting their own insurance carrier for coverage. The College and the Student further agree that each forfeits

the right of action it may later acquire against the other of the parties to this Agreement for loss or damage to their property in which they may have an interest, where such loss is caused by fire or any hazards covered by the College insurance on said premises.

***The Student agrees to be responsible for any damages to the apartment building, its appliances and equipment, and for maintaining the apartment in a safe and sanitary manner. In the event the Student damages the apartment, appliances or equipment, and/or leaves it unclean, the College will prorate all charges against all residents of said apartment. Each student will be billed accordingly.

***The Student agrees to permit the College access to the premises for inspection within reasonable time after written notice has been given to one of the apartment occupants or placed in that apartment's mail, and access for all lawful purposes, including repair and maintenance.

***The Student agrees to remove trash in an appropriate manner as described in the College Apartment Living Handbook.

***The Student agrees not to store combustible or flammable material within the premises. Equipment such as utility trailers, boats, or trailers, etc. must be stored away from the premises. Motorcycles may be stored in dwelling areas.

VACATING PREMISES

The Student must arrange a checkout time with the Housing Office. At that time, the Student will provide a forwarding address and surrender the apartment and mailbox keys. The Student will be charged for a lock change and forfeit the deposit if this is not done.

ADDITIONS TO THIS AGREEMENT

The Student agrees to abide by the rules and regulations of the College as published in the College Catalog, Apartment Living Handbook and other College publications. In addition, the Student agrees to comply with all Federal and State ordinances.

***The Student shall not interfere with the lawful and proper use and enjoyment of the apartment building or any part thereof by the College, its agents or employees, nor shall the Student interfere with lawful and proper use of other apartments in the building or common areas of the building by tenants of other apartments. The Student should not suffer or permit the playing of radios, televisions, stereos, or musical instruments or sounds/noises at levels loud enough to be heard by tenants in any apartment building or where it becomes a nuisance or disturbance to others.

***The College reserves the right to make such rules and regulations and/or amend current rules and regulations from time to time as may be deemed necessary and proper for the safety, care and cleanliness of the premises, and for securing the comfort and welfare of all occupants. These additional and/or amended rules and regulations then become part of the Agreement; providing the Student is given thirty days notice.

ABANDONED PROPERTY

If the Student abandons the above described premises, personal property left on or about the premises will be deemed abandoned by the Student and shall be disposed of accordingly by the College.

INVENTORY

Each Student shall receive an inventory form to be completed and returned to the Housing Office within seven (7) days after assuming occupancy. Inventory inspection will occur after the Student vacates the premises. The Student remains responsible for conditions of the apartment until this inspection. All contested damage charges shall be decided on the basis of the inventory inspection.

UTILITIES

The College agrees to provide all utilities except telephone and cable. The Student agrees to make all necessary arrangements for acquisition of a telephone and cable, if so desired. Additional major appliances including, but not limited to, air-conditioning units, deep freezers, and additional refrigerators are prohibited and, if installed, will be subject to a surcharge for the period of time used.

USE OF PUBLIC AREAS

Entrance-ways, landings, stairways, and other public areas shall not be obstructed by the Student or Student's guests(s), nor used for any other purpose than ingress or egress to the premises. No furniture or bulky articles shall be stored in any public area of the building any time.

ADDITIONAL FACILITIES

It is understood by the Student that the College-provided parking spaces, laundry facilities and other such facilities are provided gratuitously by the College. The College, therefore, shall not be liable for any loss of property through theft, loss, casualty or otherwise, or for any damage or injury whatsoever to person or property, except such that is caused by active neglect on the part of the College. The College shall not guarantee or police the availability of parking spaces or laundry facilities.

MAINTENANCE

The Student agrees that no alterations or improvements, including but not limited to, paint, wallpaper, and permanent shelving units, will be made to or upon the premises without written consent from the Housing Office.

***The Student agrees to refrain from placing nails, any other hole indentations or scratches on any surfaces on, in, or around the premises and will not fasten items to the walls without permission from the Housing Office. No radio or television antennas, digital cable units, or air conditioning units may be installed in/on buildings or apartment grounds.

***The Student agrees not to remove furnishing and fixtures belonging to the College from the premises. In addition, the Student agrees that any additional fixtures are subject to the approval of the Housing Office.

***The Student agrees not to duplicate any College issued keys. Lost keys must be reported to the Housing Office and will be replaced by the College for a charge of \$10 per key. The cost to change a lock cylinder is \$60.

DELAY IN REPAIRS

The Student understands and agrees that if repairs to be made by the College are delayed by circumstances reasonably beyond its control, the obligations of the Student herein shall not be affected whatsoever, nor shall any claim accrue to the Student against the College by reason thereof.

SOLICITING

The Student agrees not to give solicitors or salespersons access to the premises unless approved by the Housing Office.

PETS

The College will allow fish, hamsters, and gerbils as pets in any of the apartments, provided the correct containment equipment is present and utilized properly. The College will allow cats (spayed and declawed) and small dogs (less than 30 pounds) provided the Student obtains advance permission from the Housing Office. There is an additional \$500 pet deposit required. One cat or dog per apartment is permitted unless advance permission is obtained from the Housing Office.

LEGAL ACTION

The Student understands and agrees that in the event it becomes necessary for the College to enforce the terms and conditions of the Agreement by legal means, or otherwise, and if by such action the College suffers additional expense, including attorney fees and court costs, then the Student shall reimburse the College for such costs and expenses as additional monies due under this Agreement.

Services

Cable television

Cable hookups are available in all campus apartment units. The student is responsible for ordering and paying for service. Charter Cable may be reached at 1-800-545-0994.

Telephone services

Telephone hookups are available in all campus apartment units. The student is responsible for ordering and paying for service. AT&T may be reached at 1-800-244-4444.

Laundry facilities

Washers and dryers are located in the basement of each apartment building. Privately owned machines are not allowed in the individual apartments. It is the responsibility of every resident who uses the laundry facilities to do their part in treating them with respect and care. Community laundry rooms are for the exclusive use of Apartment residents. Use by other non-residents is considered trespassing and will be dealt with accordingly. If you know of unauthorized people using the laundry rooms, please report them to the Housing Office.

Residents are not restricted to the laundry room in their building. However, if they choose to use the laundry room in another building, they must do so with respect.

All laundry facilities are owned and maintained by AAL (Automatic Apartment Laundry, Inc.). If a machine needs service please call 1-800-521-9938. A laundry card is necessary for each resident to use the facility. Laundry cards may be initially purchased at the Housing Office. More money can be added to the cards using the card reader machine located in the lobby of East Hall. Each full wash cycle and dry cycle costs \$0.75.

Apartment and mailbox keys

Keys are available at the Housing Office and will be issued upon signing a Housing Agreement. Residents must report all lost apartment or mail keys immediately to the Associate Residence Life Supervisor (ARLS). A temporary apartment key will be issued for one week. If after one week the lost key is not found residents will be responsible for the replacement of a new lock and keys for the apartment, and will be charged \$60. Mailbox keys are \$15 to replace.

Storage units

Storage units for **most** apartments are available at no additional charge. Storage space is a privilege, not a right. The storage closets are located in the laundry rooms of each building. The Housing Office provides each resident with a lock. **Personal locks are not permitted.** NMC reserves the right to cut off the lock.

Parking

Special policies apply to apartment residents. Apartment resident parking tags are available in the Housing Office. These tags are **only** for the Apartment lots, not the entire campus. Regular NMC parking permits are available at the Cashier's Office.

For an apartment parking tag, please bring a valid driver's license and a valid vehicle registration in order to receive a parking tag. The apartment parking lot is restricted for motorized vehicles in working condition with valid decals. Cars without plates, valid permits, or in non-working condition, as well as boats, snowmobiles, trailers, campers, etc., will be subject to towing at the expense of the owner.

United States Postal Service

Mail for residents in Apartment housing goes through the US Post Office, and is delivered Monday through Saturday. Any questions regarding the delivery of mail should be directed to the Barlow Branch Station at 231-946-5619. If you receive a package, you will get a slip in your mailbox indicating that a package is being held at the East Hall front desk. There is a drop box in Building 1880 for all stamped mail.

- A Building is now 1880 College Drive
- B Building is now 1882 College Drive
- C Building is now 1884 College Drive

You also need to use your apartment letter (instead of building letter and apartment number) for all home deliveries through UPS and other independent carriers.

Sample mailing address:

Joe Smith
1880 College Drive, Apt C
Traverse City, MI 49686

Apartment Bill of Rights

These rights and responsibilities are established to govern the conduct of all residents and visitors in the Apartments. The resident may be held responsible for the actions of his or her spouse, children, and/or visitors through the NMC judicial system.

- I. All residents living in the NMC Apartments shall enjoy the right to study and live in an environment free from unreasonable noise, and other distractions that interfere with the legitimate rights of others.
- II. All residents shall enjoy the right to live in a safe and clean environment. Responsibilities of each resident to ensure this right include, but are not limited to the following:
 - a. Avoid creating or helping to create a safety hazard. This includes blocking fire zones, sidewalks, and entrances with bikes, motorcycles, toys, clothes lines, etc.
 - b. Avoid possessing or using fireworks on NMC property.
 - c. Avoid possessing or discharging a firearm on NMC property.
 - d. Park vehicles in working condition only in the lined parking spaces provided.
 - e. Keep the outside areas of the apartment buildings clean, orderly, and free from safety hazards.
- III. All residents shall enjoy the right to their personal property and equal access to all property provided by NMC for the apartment residents. Responsibilities of each resident to ensure this right include, but are not limited to the following:
 - a. Avoid tampering with, or borrowing without permission, the personal property of another.
 - b. Avoid vandalizing or defacing any NMC property. This includes bulletin boards, flower beds, recreational or playground equipment, laundry facilities, parking lots, etc.
- IV. All Apartment residents shall enjoy the right to live free from harassment, intimidation, or assault, as defined in the Student Rights and Responsibilities.
- V. The resident shall be responsible for using all reasonable efforts to monitor the actions of his/her spouse, children, and/or visitors.
- VI. If you feel your rights have been violated, please submit a written complaint to the Housing Office within ten (10) days of the violation.

Policies

Noise

Quiet Hours are as follows:

Sunday through Thursday from 10:00 pm to 7:00 am
Friday and Saturday from 12:00 am to 8:00 am

Courtesy Hours are always in effect. Please be considerate of other people. This means that children should be inside and/or quiet by approximately 9:00 pm to respect other people's schedules.

Noise is a serious concern to residents who wish to study in their apartments or have young children with early bedtimes or daytime naps. Residents are requested to observe the academic purpose of the Apartments and consider the close physical proximity of their neighbors within the community by not causing any nuisance or annoyance to the neighborhood. All residents are asked to be considerate of the noise levels emanating from their apartment, especially when cooperation is requested by a neighbor. Residents should refrain from playing radios, televisions, stereos, and musical instruments at volume levels which will disturb their neighbors. Residents are responsible for the actions of their visitors and guests. Loud parties which disturb the neighborhood will not be tolerated.

Smoking

The Apartments are non-smoking facilities. Smoking is not permitted in the apartments, public areas, or within 15 feet of building entrances. Residents found smoking in their apartments forfeit their security deposit for cleaning and maintenance costs.

Sports in the hallways

For your safety and the safety of others, all sports are banned from inside the Apartment hallways. This includes rollerblading, bike riding, and any kind of ball play. Persistent violation could result in the confiscation of the equipment and/or assessment of damage fines.

Children and safety

Children should be taught the community guidelines for a safe and healthy play environment. Parents residing in the Apartments should instruct children to:

1. Pick up all toys and play items when finished playing
2. Place large toys in appropriate locations when finished playing
3. Return bikes to a bike rack when finished riding

Guests and visitors

Residents will assume financial and behavioral responsibility for their guests. Guests may stay overnight free of charge, but their stay is limited to six (6) nights per semester. For situations where you may need or want to have a guest for longer than six (6) nights, contact the Associate Residence Life Supervisor (ARLS) to obtain advance permission.

In addition, there is a curfew for minors in the apartments that follows the Traverse City curfew. During the school year, a curfew of 9:00 pm, Sunday through Thursday nights, will be in effect. During the summer months and Fridays and Saturdays year-round, a curfew of 10:00 pm will be in effect.

The Housing Office needs to be notified one business day in advance if a minor is to be in the Apartments overnight without in-apartment adult (parent/guardian/tenant) supervision. Please provide contact numbers so you may be contacted in case of an emergency.

Pet policy

Guinea pigs, hamsters, gerbils, and fish are permitted with proper, working equipment. Residents must contact the Housing Office for advanced permission, **and pay a \$500 pet deposit**, to obtain a cat or dog, which may not exceed 30 pounds.

The Housing Office will grant permission for residents of Buildings 1880 and 1882 to obtain a cat or a dog if the following conditions are met:

1. Cats and dogs must be licensed and up-to-date on all rabies and other vaccinations.
2. Cats and dogs must have a pet insurance policy.
3. Cats and dogs must be spayed or neutered before they reach six (6) months of age.
4. Cats must be declawed.
5. The **\$500 pet deposit** has been paid.

If you are interested in having a pet, please bring the following to the Housing Office:

1. Copies of all required paperwork (veterinary records, pet insurance, and license)
2. A picture of your animal
3. A \$500 pet deposit (for cats and dogs only)

All of these conditions must be met and permission granted from the Housing Office (in writing) **before** the animal can enter the apartment. Once a resident has obtained permission to have a pet, they must agree to follow these guidelines:

1. All cats and dogs must wear collars with identification at all times. This will make it easier to return pets to their owners.
2. Pets must be kept under control at all times. Cats and dogs should be kept indoors or on a harness under human supervision while outdoors. Dogs should be on a leash and under human control when outside. All pet owners are responsible for the actions of their pet.
3. One cat or dog is allowed per apartment unless prior permission is granted to the resident.

If the Housing Office discovers that there is an apartment that has not obtained permission to have an animal, that apartment resident is subject to the fines outlined below and status of their Housing Agreement may be jeopardized.

1. First warning \$20 fine
2. Second warning \$50 fine
3. Third warning \$20 fine per day until documentation of animal removal

Trash

Dumpsters are provided near the apartment building for disposal of all rubbish and trash that is not suitable for the garbage disposal. If trash is left in the laundry rooms, hallways, stairwells, or near the dumpsters, the residents responsible may be subject to a \$50 fine. Due to fire codes, no trash or other items may be stored anywhere in the public areas of the apartment buildings. If trash or other items are left and it's impossible to identify the responsible resident, a \$50 fine per item will be equally divided among the residents in that building and charged to their student account.

Please dispose of trash in the dumpster and not the trash receptacles in the laundry rooms and outside each building. This creates unnecessary work for the custodial staff, and will take them away from maintaining other public areas. Also, please do not dispose of hot/burning barbecue grill remnants in the dumpster. Do not dispose of non-soluble material through the sewer (i.e. feminine products).

Alcohol and illegal drugs

The possession, use, distribution, or sale of controlled substances is illegal as defined by state law, and is prohibited on NMC property. Possession of such material, or execution of such acts, will

result in Housing or Security representatives contacting the Traverse City Police Department, and may result in one or more of the sanctions outlined below.

Residents of the apartment complex who are over the age of 21 are permitted to possess and consumer alcohol responsibly in their apartments. Residents under the age of 21 are restricted from serving or consuming alcohol. Alcohol parties such as “keggers” or any pooled alcohol are strictly prohibited. NMC reserves the right to confiscate any alcoholic beverages or containers improperly or illegally used.

The use of alcoholic beverages is not permitted in public areas of the apartments, including but not limited to, the laundry rooms, hallways, and outside entrance areas. Irresponsible behavior while under the influence of alcohol, or any other substance, may result in disciplinary action or legal proceedings.

The Apartments are not havens from the law; if a local, state, or federal law has been violated, then a law enforcement agency will be called. If a person under the age of 21 is found to have consumed alcohol, the Traverse City Police Department will be contacted, and the apartment resident may be arrested for contributing to the delinquency of a minor.

A violation of policy will result in a meeting with the ARLS. One or more of the following sanctions may be assessed:

1. A monetary fine.
2. Completion of a drug and alcohol awareness program and reaction paper.
3. A minimum of five (5) hours community service.
4. An individual appointment with an NMC counselor and/or outside referral for individual, group, detoxification, residential, or after-care treatment. A signed release of information will be required so that attendance by the student can be documented. The student assumes any financial responsibility for these services.
5. Termination of the violator’s Housing Agreement following 48-hours written notice.

Failure to complete any of the above sanctions may result in one or both of the following:

1. Dismissal from the Apartments with restricted visitation. The Student retains financial responsibility for housing charges and damages, and will be charged a \$400 cancellation fee.
2. Expulsion from NMC.

A flagrant violation of the above policy may result in immediate dismissal from the Apartments and/or expulsion from NMC. This may occur on the first infraction of this policy.

Health and safety inspections

In an effort to remain proactive in protecting the health and safety of each resident, the Housing Office will conduct three health and safety inspections per occupied apartment every year (one per semester). A memo will be posted and letters sent to each resident detailing the dates and times of the inspections. A Housing Office representative and a maintenance staff member will be present during all inspections.

Firearms, fireworks, and explosive materials

The possession, use, or discharge of firearms or other dangerous weapons, including but not limited to shotguns, hand guns, hunting rifles, air rifles, BB guns, or chemical weapons, is prohibited on NMC property. The use or possession of fireworks, explosive materials, or similar dangerous substances or compounds is prohibited by NMC. Possession of such materials, or execution of such acts, may result in termination of the violator’s Housing Agreement following 48-hours written notice.

Apartment alterations

Residents may not make alterations, installations, or repairs to the premises, or to the furnishings or appliances within the apartment. Residents are specifically prohibited from the following:

1. Painting
2. Nails, tacks, bolts, or screws in doors, casings, cabinets, floors, or ceilings
3. Tape or other adhesive materials (including contact paper) on walls, doors, casings, cabinets, or ceilings
4. Using privately owned ranges, refrigerators, freezers, washers, dryers, dishwashers, or air conditioners
5. Installing any additional plumbing, electrical wiring, cables, telephone or cable television outlets
6. Installing permanent or outdoor television or radio antennas
7. Installing additional window treatments (awnings)
8. Installing shelving, bookcases, or other furnishings which are attached to walls, floors, or ceilings
9. Installing devices, equipment, furnishings, or materials to the exterior of the apartment or to balconies, overhangs, or railings

Damage and cleaning charges

Residents are subject to the following charges for damages incurred beyond normal wear.

Room	Item	Clean	Replace
Kitchen		\$305	N/A
	Vinyl	\$30	\$350
	Cabinets	\$15	\$800
	Countertops	\$10	\$300
	Refrigerator	\$40	\$400
	Backsplash	\$25	\$100
	Stove	\$40	\$350
	Range hood	\$5	\$50
Bathroom	Garbage disposal	\$15	\$80
	Walls/painting	\$30	\$100
		\$100	N/A
	Vinyl	\$25	\$350
	Cabinets	\$10	\$200
	Countertops/sinks	\$10	\$450
	Toilet & seat	\$10	\$150
	Toilet paper holder	N/A	\$5
	Towel bar	N/A	\$10
	Medicine cabinet	\$10	\$40
	Shower surround	\$10	\$450
	Tub	\$10	\$450
	Mirror	\$5	\$50
Bedroom (each)	Exhaust fan	\$10	\$35
	Faucets	N/A	\$35
	Walls/painting	\$20	\$50
		\$85	N/A
	Carpet	\$25	\$150
	Closet doors	\$10	\$100
	Blinds	\$10	\$75
Living room	Walls/painting	\$30	\$75
	Door	\$10	\$50
		\$140	N/A

	Carpet	\$75	\$500
	Blinds	\$15	\$100
	Walls/painting	\$40	\$130
	Entry closet doors	\$10	\$60
	Entry door	\$10	\$100
Dining room		\$65	N/A
	Carpet	\$35	\$300
	Walls/painting	\$30	\$90
Hallway		\$15	N/A
	Closet doors	\$10	\$60
Additional items			
	Smoke detectors	N/A	\$15 each
	Baseboards	N/A	\$10 per section
	Apartment keys	N/A	\$15 per key
	Lock change	N/A	\$60
	Thermostat	N/A	\$45
	Mailbox lock change	N/A	\$15

Policy violation

If you have violated Apartment policy, you will receive a written notice and/or a sanction from the ARLS. Please see the Student Rights and Responsibilities Handbook in reference to policy violation procedure.

Reporting violations

If you notice another resident who has violated a policy and care to report it, please document the incident in writing and give it to the ARLS. The violation must be in writing for any disciplinary action to be taken.

If you suspect illegal activity is occurring, contact the Residence Life Supervisor on-call while the activity is in progress. **If the activity is life-threatening, call 911.**

Maintenance Information

Cleanliness and sanitation

- It is the responsibility of the resident to:
 - Keep the apartment clean and free from dirt and trash.
 - Share in the proper care and use of community facilities, including the laundry room.
 - Keep outside walks and balconies in front of the apartment clean and free of clutter.
 - Keep the grounds and community areas clean, in safe condition, and free of clutter. Special attention is necessary at all times not to interfere with snow-plowing or lawn-mowing.
 - Refrain from sweeping or throwing from windows dirt, trash, or waste. All trash must be disposed of in the dumpster provided near the apartments.
 - Shake out rugs or dust mops outside at the end of each building.
- NMC acknowledges that many differences exist in regards to cleanliness and housekeeping. We will make every effort to clean the apartment to your satisfaction before you move in.
- NMC contracts the services of an exterminator. Therefore, all pest problems (insects, rodents, etc.) should be reported to the Housing Office as soon as possible.
- NMC reserves the right to evict Apartment residents who fail to keep the Apartments clean and free from health risks.

Care of apartment, furniture, and equipment

- Residents are responsible for the care of the apartment and for all furniture and equipment inside or attached to the dwelling unit.
- Residents **may not smoke in the apartments**, public areas of the buildings, or within 15 feet of the building entrances. Residents found smoking in their apartments forfeit their security deposit for cleaning and maintenance expenses.
- Initial inspection of the apartment and its furnishings will be made **by the resident within seven days of occupancy**. The Inventory must be turned in to the Associate Residence Life Supervisor (ARLS), and will be retained during occupancy. The Inventory will be the basis for determining damage, loss, and cleaning charges assessed during or at the termination of residency.
- Items for which damage charges usually are assessed, beyond normal wear are:
 - Painting
 - Nail holes
 - Broken furniture and equipment
 - Stained or torn upholstery, mattresses, etc. (when applicable)
 - Burns of any type
 - Excessive damage to walls, wood and metal surfaces, sinks, countertops, and floors
 - Accidental damage resulting in the need for repairs or replacements
- Always consult with the ARLS before making holes of any kind in the walls. Pictures (used sparingly) may be hung on the walls by using small nails or special hangers. Walls of any kind, especially wallboard, are extremely susceptible to damage when removing picture hangers. Residents must be willing to accept responsibility for damage resulting from nail holes or stickers. Do not use contact paper.
- All breakage, damage, or the need for general maintenance and repairs must be communicated to the Apartment RAs or the ARLS, who will report it to the Facilities Department. NMC will make all such repairs, and the resident will pay the expense to NMC on demand if the damage is due to negligence or carelessness on the part of the resident.
- Residents shall permit NMC access to the contracted premises according to the College Residential Facility – Entrance Procedures.
- Use only water-soluble wax on your asphalt floors. Any other type of wax will damage the tile.

- Garbage disposal operating procedure:
 - Turn on the cold water and let it run directly into the disposal
 - Turn on the disposal
 - Feed food wastes into the disposal
 - Let the disposal and water continue to run for approximately one minute after all food wastes have passed through the machine. This will ensure that you will always have a clean disposal.
 - Do not dispose of any grease products down the disposal.
 - **IMPORTANT:** When the disposal is not in use, place a cover over the opening. This will ensure that no foreign articles will be accidentally dropped into the machine.
- It is necessary to defrost the refrigerator regularly. There should be no more than ¼" frost build-up on the freezing unit. Regularly clean inside the refrigerator with warm water and baking soda (one tablespoon soda to one quart of water). Rinse with clear water and wipe dry. Do not use a sharp instrument for cleaning the interior of the refrigerator. Leave the refrigerator thermostat at a normal temperature when away or moving out. **Do not turn the refrigerator off.** Do not store bags, paper, etc. behind the refrigerator. The refrigerator can be moved out from the wall for cleaning.
- Never clean a stove while it is hot. Wiping hot porcelain enamel with a damp cloth may cause cracking of the enamel. Use a mild soap or cleanser on porcelain enamel. Wipe off immediately with a very dry cloth any spattered fat or spilled acid food such as sour milk, vinegar, or lemon juice. Such acids may remove gloss and top finish coats (stoves are acid-resistant, not acid-proof). If spillage occurs in the oven while it is in use, allow it to cool then clean immediately with soap and water. This will prevent the spillage from burning during the next use. If spattered food becomes burnt on and difficult to remove, place a dish of ammonia in oven and allow it to stand overnight. To remove spillage, carefully scrape excess material loose from the bottom of the oven, then soak the spot for about one hour using a cloth saturated with ammonia. The broiler pan should be taken from the compartment and cleaned immediately after food is removed. For easy cleaning, sprinkle with soap or detergent, and water, and let soak until ready to wash. Clean broiler compartment in the same manner as the oven.

Maintenance repairs

You are responsible for the proper care and use of the items in your apartment and community facilities. The Facilities Department makes all replacements and repairs. Most maintenance repairs are free of charge. Those resulting from carelessness or negligence will be made at the expense of the responsible resident.

During business hours all maintenance problems should be reported to the ARLS in the Housing Office at 995-1405. If there is an emergency after hours, call 995-1916 and the Supervisor on call will be available to assist you.

College Residential Facilities Entrance Procedures

Northwestern Michigan College recognizes and respects the right of its students to have privacy. NMC also recognizes its responsibility to preserve a wholesome learning and living environment on campus, to provide adequate maintenance and protection of property, and to protect the health and safety of all persons on campus. These fundamental assumptions are embodied in the following commitments and procedures for the entry or search of College residence hall rooms, student apartments, or other individually assigned lockers or storage spaces.

Building doors

Beginning July 7, 2007, all Apartment entrances will be locked 24 hours a day. Residents' entrance keys' will unlock the outside doors. In order to meet fire safety requirements, entrances may not be propped open. Propping of the apartment entrance doors will result in a \$50 fine.

Propping of residence hall entrances or exits is a violation of fire safety regulations, and will result in a \$50 fine for all residents deemed responsible.

Room and apartment entrance

NMC reserves the right to enter College rooms and apartments under any of the following circumstances:

1. When there exists an immediate threat to the health or safety of the occupants or property.
2. With the permission of the resident.
3. When there is sufficient reason to suspect violation of College policy or local, state, or federal law.
4. For repair, replacement, or inspection of College property by Facilities personnel and their designated agents only.

Procedure

When it is necessary for a College agent or employee to enter a student's room or apartment, the person will knock, pause for a reasonable and courteous time, knock a second time, pause, and then announce his or her name and purpose before entering the room.