

# NORTHWESTERN MICHIGAN COLLEGE

## APARTMENT HOUSING AGREEMENT

Apartment #	Resident(s)	NMC ID	Term	Rate per month		
			Start Date:	College Drive Apartments		
				1 Bedroom		\$850
				2 Bedroom		\$980
Storage Unit #			End Date:	Front Street Flats		
				1 Bedroom		\$1,020
				2 Bedroom		\$1,150

**Student** For purposes of this Agreement, “Student” is a person who meets the definition of “Student” in the Northwestern Michigan College Student Rights and Responsibilities and who is enrolled for a minimum of six (6) credits per semester at Northwestern Michigan College, or enrolled in a minimum of six (6) credits per semester at one of the College’s University partners.

**Resident** For purposes of this Agreement, Resident refers to each Student or non-Student who is eligible to live in College apartments, as specified in the NMC Apartment Handbook (“Handbook”).

- IDENTIFICATION AND CONTRACT PERIOD.** Northwestern Michigan College, herein called the “College,” contracts with the Resident to provide a College apartment, together with limited furnishings and equipment, for the contract period indicated above. The Resident has not contracted for housing beyond the ending date of this Contract Period. The Resident agrees to vacate the apartment and return the apartment to the College at the end of the Contract Period in the same condition in which it existed at the beginning of the contract, ordinary wear and tear excepted.
- RATE.** The rate for the apartment is established and published in advance and is payable in monthly installments beginning on the date of this Agreement and continuing on the first day of each month in the Contract Period, with the final payment being for the remainder of the amount due for each semester. Fees for late payments will be assessed according to the terms and conditions established by the College Cashier’s Office, and late fees will be assessed for payments not made by the 15<sup>th</sup> of the month. Failure to make timely payments may result in cancellation of this Agreement by the College.
- SECURITY DEPOSIT.** The Resident will pay the College a security deposit equal to a minimum of one-month and a maximum of one and one half month portion of the rate for the Contract Period as indicated above. The College shall not be obligated to provide possession of the apartment until the Resident fully pays the security deposit. The Resident may be liable for damages over and above the amount of the security deposit. The purpose of the security deposit is to reimburse the College for actual damages to the apartment and to pay the College for charges or utility bills in arrearage or due, including charges for premature termination of this agreement by the Resident. The Resident is liable for any balances which remain unpaid after the College applies the security deposit to such amounts. The security deposit shall be considered property of the Resident so long as this Agreement is not in default.
- JOINT AND SEVERAL LIABILITY.** Residents of each apartment unit are jointly and severally responsible for all charges arising from this Agreement. For example, if two Residents share an apartment, each shall be individually responsible for the full amount of all charges. Residents agree that the College’s practice of collecting a portion of each monthly payment through each Resident/Student account, where applicable, does not relieve Resident of his or her joint and several liability of all charges arising from this Agreement. However, if a resident is removed for disciplinary purposes, the remaining resident is not responsible for the removed resident’s obligations.
- EARLY TERMINATION.** Each Resident may cancel this agreement without penalty by notifying the College in writing at least 30 days prior to the beginning of the Contract Period.
- CONDITIONS OF OCCUPANCY.** Resident agrees to maintain eligibility to live in the College apartment, as determined by this Agreement, the Student Rights and Responsibilities, and the Northwestern Michigan College Apartment Handbook. Failure of the Resident to maintain eligibility to live in the apartments constitutes a material breach of this Agreement. Resident agrees to vacate the apartment no later than the last day of the month in which he or she is no longer eligible to live in the apartments, unless another provision of this Agreement, the Handbook, the Student Rights and Responsibilities, or other College policy requires Resident to vacate earlier. Resident agrees to vacate the apartment within 30 days if the College notifies the Resident that the apartment is required to provide reasonable accommodations under applicable law. College agrees to provide resident with comparable housing if such a request is made. Failure of the Resident to vacate the apartment upon such a written request shall constitute a material breach of this Agreement.
- COMMUNICATIONS.** All notices and communications from the Resident to the College pursuant to this Agreement should be directed to the Apartment Manager, 1701 East Front Street, Traverse City, MI 49686. Notices and communications from the College to the Resident will be considered sufficient if directed to the Resident’s apartment mailbox, email account or, if applicable, a forwarding address that the Resident has provided in writing to the College.
- RELEASE FROM AGREEMENT:** The College may, at its discretion, release a Resident from his or her obligations under this Agreement. Requests for such releases should be submitted in writing. Appeals relating to Agreement Release decisions made by the Apartment Manager should be made in writing within five (5) business days of receipt of the written decision.

9. **DELIVERY OF PREMISES.** It is mutually understood and agreed by the Resident and the College that in the event the College shall be unable, for any reason, to deliver possession of the premises at the beginning of the Contract Period, the College shall not be liable to Resident for damage caused by such failure to deliver possession, nor shall the Agreement become void for that reason, but in such event the Resident shall not be liable for payment until complete possession is delivered or the College supplies other College housing.
10. **DESTRUCTION OF PREMISES.** If the premises are damaged or destroyed by fire or casualty, the College may terminate this Agreement by notice to the Resident (Casualty Termination Option). The notice of termination must begin within 15 days after the occurrence of the casualty. If notice of termination is not given within that period, this Casualty Termination Option lapses and is no longer effective. Within 15 days after notice of termination has been given, the Resident must surrender the premises to the College (Surrender Date). After the Surrender Date, the College and the Resident are released from any further obligations or liability under this Agreement, with the following exceptions: (a) all charges accruing through the Surrender Date must be paid in full, and (b) the security deposit will be retained or returned as provided in this Agreement. The Resident has no obligation to pay charges accruing after the Surrender Date. The College shall not be liable for any reasonable delay or to provide housing for the Resident during repairs. The College, in its sole discretion, may elect whether or not to repair or rebuild.
11. **ASSIGNMENT.** The Resident agrees not to sublet or assign any part of said premises, or to transfer from one apartment to another without the advance written consent of a designee of the Apartment Manager. The College reserves the right to withhold such consent for any reason.
12. **ILLEGAL DRUGS.** Resident agrees that violation of any federal, state, or local laws regarding the use of controlled substances, in or around the premises constitutes a breach of this Agreement. The College may recover possession of the premises by summary proceedings when Resident holds over the premises for 24 hours after service of a written demand by the College for possession or termination of this Agreement under this provision. The use of alcohol by minors on the premises constitutes a breach of this Agreement by the Resident, allowing College to terminate this Agreement. To the greatest extent allowed by state and federal law, the smoking, cultivation, use and possession of marijuana on the premises is prohibited. This policy applies to the resident, guests and visitors.
13. **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. The College urges all residents to obtain insurance coverage ("Renters" insurance or similar). The College and the Resident further agree that each forfeits the right of action it may later acquire against the other for loss or damage to property in which either may have an interest, where such loss is caused by fire or any hazards covered by the College insurance on said premises. In addition, the following will apply to this Agreement:
- The Resident is responsible for any damages caused by the Resident and/or guests of the Resident to the apartment building, its appliances and equipment, and for maintaining the apartment in a safe and sanitary manner. In the event the Resident and/or guests of the Resident damage(s) the apartment, appliances or equipment, and/or leaves it unclean, the Resident is responsible for repair, replacement, and cleaning charges.
  - The Resident shall permit the College access to the premises for inspection. Except in emergency situations, notice will be given to one of the apartment occupants or placed in that apartment's mail pertaining to access for all lawful purposes, including repair and maintenance.
  - The Resident shall remove trash in an appropriate manner as described in the Handbook.
  - The Resident shall not store combustible or flammable material within the premises. Equipment such as utility trailers, boats, or trailers must be stored away from the premises. Motorcycles may be stored in dwelling areas in locations approved by the College.
14. **VACATING PREMISES.** Each Resident must arrange a checkout time with the Apartment Manager. At that time, the Resident will provide a forwarding address and surrender the apartment and all keys. If the Resident fails to follow the established checkout procedure, the College will change the lock on the apartment and charge the costs of the lock change to the Resident. Upon termination of this Agreement, or if Resident shall have abandoned the apartment as defined in paragraph 16 below, the College shall have, and is hereby granted, full and free license to remove all property of the Resident or others from the apartment without being guilty of trespass, eviction, or forcible entry and detainer and without relinquishing the College's right to rent or any other right given hereunder. Any and all property which may be removed from the premises by the College pursuant to the authority of this Agreement or of law, to which Resident or others are or may be entitled, shall be handled or removed by the College at the risk, cost, and expense of the Resident. The College shall in no event be responsible as a warehouseman, bailee, or otherwise for any property left in the apartment or the building by the Resident or others, or for the value, preservation, or safekeeping thereof. Resident shall pay to the College upon demand any and all expenses incurred in such removal. After thirty (30) days, the College shall have the right to dispose of unclaimed property as it sees fit.
15. **ADDITIONS TO THIS AGREEMENT.** The Resident agrees to abide by the rules and regulations of the College as published in the College Catalog, Apartment Handbook, Student Rights and Responsibilities, and other College publications. The Resident agrees to comply with all Federal, State and local laws. In addition:
- The Resident shall not interfere with the lawful and proper use and enjoyment of the apartment building or any part thereon by the College, its agents or employees, nor shall the Resident interfere with lawful and proper use of other apartments in the building or common areas of the building by Residents of other apartments. The Resident shall not permit the playing of radios, televisions, stereos, or musical instruments or sounds/noises at levels loud enough to be heard by Residents in any other apartment or at levels and in locations where it becomes a nuisance or disturbance to others. The Handbook provides more detailed information regarding Courtesy Hours and Quiet Hours.
  - 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.
  - In the event that Resident is suspended from student status for any reason, Resident agrees to immediately vacate the College Campus and this College apartment pending any investigation or appeal rights associated with such suspension, unless otherwise

waived in writing by the College.

16. **ABANDONED PROPERTY.** If the Resident is physically absent from the apartment and owes unpaid rent, and if the College has reason to believe in good faith that Resident has vacated the apartment with no intent to continue residence, then the apartment will be deemed conclusively to have been abandoned by Resident and the College may immediately terminate the Agreement and retake possession of the premises. In addition to any of the other remedies, the College may enter the abandoned premises to perform decorating and repairs and to relet the apartment. The Northwestern Michigan College Apartment Manager should also be notified during occupancy in the event that Resident anticipates extended absences from the apartment in excess of fourteen (14) days, no later than the first day of the extended absence. A determination that the premises have been abandoned shall also constitute a conclusive determination that all personal property of Resident remaining on the premises has been abandoned. Resident shall pay to the College any costs associated with removing such personal property from the premises.
17. **INVENTORY.** At the time of initial occupancy of an apartment, each Resident shall receive two copies of an inventory form to be completed and returned to the Apartment Office within seven (7) days. Except for those items specifically noted by the Resident in detail on the inventory, Resident accepts the premises and the appliances and furnishings in good condition. The inventory form is used only to assess damages and is not a warranty or promise by the College that any item listed on the inventory form but not present on the premises will be provided. Resident may not remove or loan any item provided with the premises.
18. **UTILITIES.** The College agrees to provide heat, electricity internet, and water, but shall not provide telephone and cable. The Resident agrees to make all necessary arrangements for acquisition of telephone and cable, if so desired. Additional major appliances including, but not limited to, portable 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.
19. **USE OF PUBLIC AREAS.** Entrance-ways, landings, stairways, and other public areas shall not be obstructed by the Resident or Resident'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.
20. **ADDITIONAL FACILITIES.** The College-provided parking spaces, laundry facilities and other such facilities are provided gratuitously by the College and the College 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 related to their use. The College shall not guarantee or supervise the availability of parking spaces or laundry facilities.
21. **MAINTENANCE.** The Resident 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 Apartment Manager. In addition:
  - a. The Resident shall 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 Apartment Manager.
  - b. Resident agrees that any additional fixtures other than those supplied by the College are subject to the approval of the Apartment Manager.
  - c. The Resident shall not duplicate any College-issued keys. Resident agrees to report lost keys immediately to the Apartment Manager. The cost to change a lock cylinder is \$90.
22. **DELAY IN REPAIRS.** The Resident understands and agrees that if repairs to be made by the College are delayed by circumstances reasonably beyond its control, the obligations of the Resident herein shall not be affected whatsoever, nor shall any claim accrue to the Resident against the College for such delay.
23. **SOLICITING.** The Resident agrees not to give solicitors or salespersons access to the premises unless approved in advance by the Apartment Manager.
24. **PETS.** Pets are not allowed in College apartments unless approved in advance in writing by the College.
25. **REMEDIES UPON DEFAULT.**
  - a. **College's Remedies.** If the Resident:
    - i. Causes or allows to be caused serious and continuing health hazard or imminent danger thereof or causes or allows to be caused extensive and continuing physical injury or property damage or imminent danger thereof, or if Resident, a member of Resident's household, or other person under the Resident's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance or illegal drug in the apartment in violation of federal, state, or local law, the College may treat such an event as a termination of the Agreement entitling it to possession of the premises after twenty-four (24) hours written notice to the Resident, or;
    - ii. Defaults in the payment of any single installment of payments for the use of this apartment or of any other sum required to be paid under this Agreement, or under the terms of any other agreement between the Resident and the College, if such default is not cured within seven (7) days of written notice to the Resident, the College may treat such event as a breach of this Agreement and, in addition to all other rights and remedies provided at law or inequity, may terminate this Agreement in the term created hereby, and in which event the College may possess the apartment in accordance with this Agreement, or;
    - iii. Defaults in the performance of any other covenant or agreement contained within this Agreement, and such default is not corrected by Resident within seven (7) days after written notice to the Resident (unless the default involves a hazardous condition which shall be cured forthwith upon written notice as provided above), the College may treat such event as a breach of this Agreement and, in addition to all other rights and remedies provided at law or in equity, may terminate this Agreement in the term created hereby, and in which event the College may possess the apartment in accordance with this Agreement. Further, the Resident agrees that written notice provided by the College of two sound/noise violations (per paragraph 15(a)) during a one-year period shall constitute a default not subject to correction, in which event the College may possess the apartment in accordance with this Agreement.

- b. **Resident's Remedies.** If the College defaults in the performance of any covenant or agreement hereof and such default is not corrected within a reasonable time after the College receives written notice from the Resident, the Resident may treat such event as a breach of this Agreement and, in addition to all other rights and remedies provided by law, may terminate this Agreement by setting forth the basis and the date of termination in writing and delivering it to the Northwestern Michigan College Apartment Manager. The Resident must vacate on or before said date, with rent paid to said termination date, in order for the provisions of this Agreement to be effective. Prepaid payments for use of the apartment, if any, shall be refunded to the Resident.

26. **LEGAL ACTION.** The Resident 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 Resident shall reimburse the College for such costs and expenses as additional monies due under this Agreement.

27. **NOTICES.** The Resident and College agree that due to the unique academic living environment provided by the College campus and apartments, and the unique relationship the College has with its students and apartment residents, notice and other requirements placed upon landlords by Michigan law do not apply to the College and to this Agreement. The Resident hereby waives any and all statutory rights which a tenant otherwise would have since the Resident's legal status is not that of a tenant, but as a licensee of Northwestern Michigan College. Nevertheless, the College, at its option, includes the following notices in this Agreement:

- a. **SECURITY DEPOSIT NOTICE:** You must notify the College in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise, the College shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.
- b. **TRUTH IN RENTING ACT:** Michigan's Truth in Renting Act can be found at MCL 554.631, et seq. It prohibits certain provisions from rental agreements and requires certain notices, including an advisory suggesting that if you have a question about the interpretation or legality of a provision of a rental agreement, you may want to seek assistance from a lawyer or other qualified person.

28. **RIGHT TO RE-ENTER.** If Resident fails to pay charges pursuant to this Agreement or violates any other term of this Agreement, the College may terminate the Agreement, re-enter the premises, and regain possession. Repossession of the premises by College will not constitute forfeiture or termination of the Resident's obligation to pay all charges for the apartment under this Agreement.

**By signing this Agreement, I agree that I have read this Agreement, understand its terms, and agree to the terms and conditions as specified on both sides of this Agreement.**

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Apartment Manager \_\_\_\_\_ Date \_\_\_\_\_