

Southwestern Michigan College

Terms and Conditions of Student Housing

1. Privilege of Enrollment

This document and the Residential Housing Application and Contract do not constitute a lease. Students who reside in residential housing are guests of Southwestern Michigan College (the “college”) with no property interest in or right to sole possession of their residential housing units. Staying in residential housing is a privilege of enrollment at Southwestern Michigan College and Southwestern Michigan College retains full control over its residential housing units.

2. Definitions

A. “Residential student” means a student who has entered into a residential housing contract with the college.

B. “Residential housing unit” means all residential housing space assigned to a residential housing student, including the student’s bedroom, bathroom and other living space.

3. Full-Time Enrollment Required

Only full-time students currently enrolled at the college may reside in the college’s residential housing units. If the residential student’s Residential Housing Application and Contract is a fall and spring contract, the student must remain enrolled in a least 12 credits during both the fall and spring semester. Students must be registered by the dates indicated in the Important Housing Dates section in the Student Housing Information and Procedures section of the Student Handbook.

4. Compliance with Laws and Applicable Policies

Residential students will comply with the terms of this document, the Residential Housing Application and Contract.

5. Housing Not Guaranteed

Residential housing space is limited. The college does not guarantee that residential housing will be available for every student who attends the college or who submits a Residential Housing Application and Contract.

6. Assignment to Residential Units

A. Requests for Specific Assignments

The college reserves full discretion to assign and reassign residential students to specific residential units. The college will consider requests for specific assignments, including requests for roommates or requests to transfer to a different residential unit, but it has no duty to grant those requests. To request a specific assignment, a residential student must contact the college's Director of Student Housing.

B. Notification of Assignments

If the college accepts a student's Residential Housing Application and Contract, it will notify the student of the assignment by sending an assignment letter to the student by e-mail. The assignment letter will identify move-in dates and times.

Students may contact SMC Housing if they want a copy of their Residential Housing Application and Housing Contract.

7. Rent and Fees

A. Rent

The residential student or the student's parent, if the parent signed the Residential Housing Application and Housing Contract, will pay rent according to the terms contained in the Residential Housing Application and Contract and this document.

i. Fall and Spring Contract Term

Residential students who have a fall and spring contract must pay rent, according to the terms of the Residential Housing Application and Contract, by the dates indicated in the Important Housing Dates section in the Student Housing Information and Procedures section of the Student Handbook.

ii. Summer Housing

According to the terms of the Residential Housing Application and Contract, any student who elects to reside in housing during the summer semester must make an additional rent payment by the dates indicated in the Important Housing Dates section in the Student Housing Information and Procedures section of the Student Handbook.

iii. Students Starting After the School Year Begin

If a student submits a Residential Housing Application and Contract after the start of the academic year and the college accepts the contract and application, the student must pay a prorated amount of rent before the student will be allowed to move into a residential unit. The prorated rent must cover the actual period for which the student will reside in the residential housing unit, prorated on a daily basis. Once the student moves in, the student must pay rent on the dates provided in paragraph 7Ai and ii.

iv. Payment Options

A residential student may make rent payments by check or credit card. Payments must be sent to Southwestern Michigan College, 58900 Cherry Grove Road, Dowagiac, MI 49047 (the words "Resident Housing" should be included on the memo line of the check). To arrange payment by credit card, a student must access their Bill and Payment Center through SMC Wired.

v. Failure to Pay

Unpaid rent is a debt owed by the residential student to the college. The college may take all lawful measures to collect the debt. The college may prevent a student from registering for classes or from receiving final transcripts if the student has outstanding debt to the college. If the residential student (or the student's parent, if the parent signed the contract) fails to timely pay rent, the college will charge the student/parent 1.5 percent monthly interest or the maximum interest allowed by law, whichever is less, for each month in which the rent remains unpaid. The college may terminate a residential housing contract if a student fails to pay required rent by the due date.

B. Financial Aid

If a residential housing student receives financial aid sufficient to cover some or all of the rental charges, the college will automatically deduct the rental amount from the student's financial aid at the time financial aid is distributed. If financial aid is not distributed before the first rental payment is due, a student who receives financial aid may request an extension of the due date pending receipt of financial aid. To request an extension, a student

must obtain a written statement from the Financial Aid Office stating amount of pending aid and provide the statement to the Director of Student Housing.

The financial aid receipt does not relieve a residential student of any financial obligation provided for in this document or in the Residential Housing Application and Contract. A residential student remains responsible for all costs and fees not covered by financial aid.

C. Security Deposit

A student must include a \$200 security deposit to complete their housing reservation. The security deposit contains a \$25 non-refundable administrative fee. A room in housing will be reserved based on the date the Residential Housing Contract and Reservation and security deposit are received. If the college cannot offer the student housing, or if the student chooses to timely cancel the contract as provided in paragraph 13A, the college will refund the full deposit minus the \$25 non-refundable administrative fee. For all other residential students and except as provided in this document, the college will refund the deposit, less any costs for damages or any outstanding student charges, to the student within 60 days from the date the student moves out of residential housing.

The college deposits all security deposits with Fifth Third Bank. When a residential housing student first checks into the residential housing unit, a housing staff member will meet with the student to review the room inventory. A copy of the inventory will be emailed to the student. At check out (as explained in paragraph 14), college staff and the residential student will review the inventory checklist and will inspect the residential housing unit for damages. If the college finds any damage to the property not caused by normal wear and tear, within 30 days from the date the student moved out of the residential unit, the college will send the student an itemized list of damages and the costs for repairing the damages, unless the residential student failed to properly check out with a housing staff member. This notification will be completed through the student's SMC e-mail address.

A residential student must notify the college in writing within four days after the student moves of a forwarding address where the student can be reached and where the student will receive mail; otherwise, the college will be relieved of sending the student an itemized list of damages and the penalties adherent to that failure.

D. Litigation or Collection Expenses

To the extent permitted by law, if the college incurs expenses as a result of a student's failure to comply with the terms and conditions contained in this document or in the Residential Housing Application and Contract, or if the college incurs expenses attempting to enforce the terms of this document or the terms of the Residential Housing Application and Contract, including, but not limited to, legal or collection expenses, the student will reimburse the college for those expenses, along with interest in the amount of 1.5 percent per month or the maximum amount allowed by law, whichever is less, for each month in which the student owes money to the college.

8. Services and Items Provided by the College

The college will provide its residential students the following services free of charge: 1.) electricity, 2.) heat, 3.) water and sewer, 4.) trash removal, 5.) wireless Internet, 6.) cable television and 7.) local telephone. The college will also provide residential students basic furniture, including bed, desk, desk chair, living room furniture and kitchen table and chairs.

9. Restrictions on Use and Occupancy of Residential Housing Units

A. Long-term Guests Prohibited

Residential students may not allow individuals to reside in a residential housing unit who have not been assigned to that unit by the college. A residential student must request authorization from the college before any guest may stay in the residential housing unit longer than two consecutive days.

B. Subletting Prohibited

Residential students may not sublet any portion of their residential housing unit to a third person. Residential students may not transfer any rights or responsibilities contained in this document or in the Residential Housing Application and Contract to any third party.

C. Restricted Items

Residential students may not bring or allow any person to bring any of the following items into the residential unit: 1.) pets, 2.) explosives, 3.) weapons, 4.) any open flame-producing items (including lighters, torches and candles), 5.) halogen lamps, 6.) water beds or other furniture filled with water, 7.) illegal drugs, 8.) alcoholic beverages, 9.) lofts, 10.) beds or mattresses not provided by the college or 11.) any other item the college deems to be dangerous or hazardous.

D. Removal of Items

Residential students may not relocate or remove from the residential unit any item of furniture provided by the college.

10. Right to Enter and Inspect

College staff may enter a residential housing unit without notice in the event of an emergency or if the staff believes that violation of law, policy or the terms and conditions of residential housing are occurring in the unit.

Staff may enter a residential housing unit for maintenance and repair purposes after they provide the residential students who reside in the residential unit reasonable notice. The college will maintain a key to each residential unit.

11. Maintenance and Repair

A. Damage to Residential Housing Unit

If a residential unit is damaged during a contract period beyond normal wear and tear and the cost to repair the damage exceeds the amount of the security deposit, the residential students assigned to that residential unit must pay for the costs of the repair. Residential students are also responsible for damage that occurs to the area directly exterior to the door of the residential unit.

B. Maintenance of Residential Unit

The college will provide basic maintenance and repair to the residential units at no cost to the residential students as long as the maintenance and repair is not the result of damage to the unit beyond normal wear and tear. Residential students must keep their residential units clean. Residential students may not place trash outside the door of their residential units. The college may fine residential students who violate these requirements.

12. Personal Property.

The college is not responsible for personal property belonging to residential students or their guests. Residential students should consider obtaining renter's insurance.

13. Cancellation, Termination and Release

A. Cancellation before June 1

A student may cancel the Residential Housing Contract by providing notice to the college's Director of Student Housing, in writing, on or before June 1 of the application year. If the student timely cancels the contract, the college will retain the student's application fee, but will return the student's security deposit.

B. Cancellation after June 1

After June 1 of the application year a student may request cancellation of the contract and the college will consider such requests but will have no duty to grant such requests. If the college grants a request for cancellation after June 1, of the application year it will charge the student a \$175 cancellation fee as well as rent on a prorated basis for any day the students resided in the residential housing unit.

C. Termination by a Student

If the college has not granted a request for collection and a residential student moves out of his or her residential housing unit before the last day of the contract period, the student is responsible for all rent due under the contract for the entire rental period or until the college assigns another student to that room, whichever occurs first.

D. Termination by the College

The college may unilaterally terminate a residential housing contract if any of the following occur: **1.) a residential student no longer meets the terms and conditions necessary for residing in the college's residential housing as provided in paragraph A1 above; 2.) a residential student violates the terms of this document, the Residential Housing Application and Contract, the college's Residence Life Community Standards Handbook, the college's Student Rights and Responsibilities Handbook or any applicable federal, state or local law; or 3.) a residential student fails to timely pay rent as provided in paragraph 7.**

If the college terminates a residential housing contract for any of these reasons, the college will provide the student written notice of termination. The student must vacate his or her residential housing unit within 48 hours from the time the student receives notice from the college. If the college terminates the contract, the student remains responsible for all rent due under the contract for the entire rental period or until the college assigns another student to that room, whichever comes first.

The college reserves the right to remove a student from the residential housing unit without providing 48-hour notice if the student's continued residence in the residential housing unit poses an immediate risk to the student's safety or to the safety of others.

E. Release or Modification by the College

The college may release a student from a contract or otherwise modify the terms of a contract. For example, the college may modify the term of a contract to a term shorter than a fall and spring term if a student will only be enrolled in the college for one semester. The college has no duty to modify the terms of a contract.

F. Termination Due to Extraordinary Circumstances

If a residential housing unit is destroyed or damaged to the point where it is no longer habitable, or if an emergency or catastrophe prevents a student

from using a residential housing unit, the Residential Housing Contract will be immediately terminated. The student will be responsible

for rent prorated from the start of the contract term to the date the contract was terminated. The college is not liable for any costs or expenses incurred by a student or any other person due to such a termination.

14. Checkout

On or before the dates indicated in the Important Housing Dates section in the Student Housing Information and Procedures section of the Student Handbook., residential students must “check out” of their residential units. To check out, residential students must arrange to meet with a housing staff member who will inspect the residential unit and review the residential student’s inventory checklist. Within 30 days of the inspection, the staff member will issue the residential student a contract release that describes any damages or other costs for which the student will be charged.

A student will not be permitted to enter a residential housing unit after 8 p.m. of the last day of the contract period except to “check out.”

If a student does not properly check out on or before the last day of the contract period, the college will charge the student a prorated, daily rental fee for each day after the last day of the contract period until the student properly checks out.

15. Statement of Non-Discrimination

The college does not discriminate on the basis of age, race, gender, religion, national origin, sexual orientation, disability, height, weight, marital status, family status or any other characteristics protected by state or federal law.

16. Notices

A residential student may send any notice allowed or required by law, by the Residential Housing Application and Contract or by this document to the Director of Housing.

17. Questions.

If a residential student has questions about the terms and conditions of residential housing or about the Residential Housing Contract and Application, the student may contact:

Jeffery Hooks
Director of Student Housing
Southwestern Michigan College
58900 Cherry Grove Road
Dowagiac, MI 49047-9726
Email: jhooks@swmich.edu
Phone: (269) 783-2159

NOTICE: If you have a question about the interpretation or legality of any term of the Residential Housing Contract and Application or this document, you may want to seek assistance from a lawyer or other qualified person.

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