

**Finlandia University Student Housing and Dining Services  
Official Academic Year Contract Fall 2022 – Spring 2023**

**1. Parties and Agreements:**

**2. This contract is an agreement between Finlandia University, herein referred to as “The University”, and the student resident. If the student resident is under 18 years of age, this contract is also an agreement between The University and the student resident’s parents, guardian, or other guarantor, herein referred to as “Guarantor”. The parties to this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:**

- a. The University agrees to furnish a room and dining plan to the student in accordance with the terms of this contract for the period August 25, 2022 through May 7, 2023 (the “Contract Period”).
- b. The student agrees to pay The University a housing and dining plan fee in accordance with the terms of this contract.
- c. If the student is under 18 years of age, the Guarantor further agrees that if the student for any reason fails to make such payments, the Guarantor shall make all such payments to The University.
- d. This agreement between The University and the Guarantor is an undertaking that is separate from The University’s agreement with the student, which is contained in Paragraph 1. B. of this contract.
- e. The University shall not enter into this contract with the student unless the student or Guarantor agrees to guarantee payment as stated in Paragraph 1.C.
- f. The terms of this contract apply to the Fall 2022 – Spring 2023 academic year or if entered into after the start of the Contract Period, to the balance thereof.
- g. Registered sex offenders and students convicted of any felony are not permitted to live within The University owned housing system.
- h. The University reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of The University, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application.
- i. Upon reasonable notice, The University reserves the right to terminate this contract for any reason, including but not limited to lack of available housing. Any termination by The University will be approved by the Assistant Dean of Students or designee. Reasonable notice will normally be seventy-two (72) hours; however, The University reserves the right to require a student to vacate in less than seventy-two (72) hours if deemed appropriate by the Assistant Dean of Students or designee.

**3. Residency Requirement**

- a. Students who are enrolled at a university for a minimum of ten (10) on-campus credits are required to live in on-campus housing until they have successfully completed and documented 48 or more credit hours post high school graduation. The University requires students to reside on campus and purchase a residential meal plan in the first and second year unless the student:
  - i. Is married or has parent/guardian for a dependent child
  - ii. Residing with parent(s), guardian, brother(s)/sister(s), or grandparent(s) within a 30-mile radius of campus.
  - iii. Are twenty-one (21) years of age or older by December 16, 2022.
  - iv. Student is non-degree seeking
  - v. Medical conditions which the university is unable to accommodate on campus
  - vi. Prior/active military service

4. Request to Reside Off-Campus is granted by the Assistant Dean of Students or designee. In order for this request to be considered, the completed form must be returned along with any supporting documentation must be submitted 10 business days prior to the first day of classes.
5. **Payment of Fees:**
  - a. The University agrees to provide a room and dining plan only after the student has submitted the required application and properly signed this contract.
  - b. The student agrees to pay the housing and dining plan fees and any billed charges (i.e., damage charges, lock change charges, late/improper check-out charges, etc.) at the time scheduled by The University. All housing and dining plan fees and charges are billed in a combined account with The University tuition and fees. These accounts are managed by Student Financial Services.
6. **Rates:**
  - a. Housing and dining plan rates are based on a per person charge. Rates will be established by The University Board of Trustees, The University President and University Management Team. All rates are subject to change, with appropriate notice. The most recent rates are posted at <https://www.finlandia.edu/financial-aid/tuition-and-fees/>, and <https://www.finlandia.edu/offices-services/dining-services/>.
  - b. The dining plan portion of the contract will be subject to the appropriate sales tax (Hancock and Michigan).
  - c. All on-campus residents are required to have a dining plan. First year and second year residential students will need to select the Rajaton Meal plan. All other residents may select one of the following meal plans; Rajaton, Kulta (Gold), Hopea (Silver), or Pronssi (Bronze).
7. **Cancellation of Contract:**
  - a. **General:** Once this contract has been signed by the parties, **even if it is after the cancellation dates below**, and even if the student does not secure a specific room assignment, it becomes a binding agreement, a contract between the student (and their Guarantor, if required) and The University. Failure of any party to fulfill the covenants herein except in the manner specified in Subparagraphs B., and C. of this Paragraph 4, constitutes a breach of the contract and authorizes the use of the remedies described in Paragraph 10 of this contract.
  - b. **Cancellation of Contract Prior to Contract Period/Occupancy:** All cancellation requests must be submitted to University Student Housing through the proper form and submitted electronically by the student. Cancellations must be submitted to The University electronically via the online cancellation form at [Residence Life Website](#). Under no circumstances will verbal cancellations be accepted.
  - c. **LATE CANCELLATIONS:** Prior to occupancy, any individual who cancels their contract on or after August 1, 2022, will be subject to a cancellation fee based on the cancellation schedule listed below and their contract will be terminated.

Cancellation Date	Cancellation Fee
Before August 22, 2022	\$ 0
August 23, 2022 to September 6, 2022	\$100
On or after September 7, 2022	\$ 200
  - d. Students are encouraged to review the On-Campus Residence Requirement within this document and ensure any housing exemption requests submitted have been approved before signing an off-campus lease.
  - e. **Cancellation of Contract during Contract Period/Occupancy:**
    - i. By the Student: This contract is binding for the entire Contract Period, which is a full academic year. The student may terminate this contract subject to one of the following and

pay appropriate charges, including any billed charges (i.e., damage charges, lock change charges, late/improper check-out charges, abandoned property charges, etc.)

<b>Cancellation Reason</b>	<b>Room/Dining Plan Charges and/or Refunds</b>
Move out of assigned space after occupied, while remaining enrolled at The University	Student is not eligible for a refund of room fees for the Contract Period.
Suspension / Withdrawal from The University or Residence Halls during the following time periods within each semester:	Termination occurring on day 1 of the semester: 100% Termination occurring during week 1 of the semester : 90% Termination occurring during week 2 of the semester : 80% Termination occurring during week 3 of the semester: 70% Termination occurring during week 4 of the semester: 60% Termination occurring during week 5 of the semester: 50% Termination occurring after week 5: 0%
Graduation or participating in required University or academic programs requiring residence outside of the Hancock community	If written notification is received by December 1 <sup>st</sup> and substantiated by the Office of the Registrar, the Spring term contract will be canceled and Fall term billing adjusted to 50%.

- ii. A room is considered occupied upon issuance of the key to the student.
- iii. Failure to occupy the assigned space by the first day of classes for each semester may result in cancellation of the room assignment, a \$100 cancellation fee, and cancellation of the contract. All enrolled students will be responsible for full contract period billing.
- iv. By the University: Student may be entitled to a refund by the University for housing and dining fees only under the following circumstances:

<b>Cancellation Reason</b>	<b>Room/Dining Plan Fees and/or Refunds</b>
Force Majeure Event	Student may be refunded a pro-rata portion of their housing and dining fees based upon the date on which Student is asked to move out and the remaining time left on the term of this Contract. Student acknowledges that there are certain administrative and facilities costs that remain regardless of the existence of a force majeure event
Termination Due to Lack of Space	Housing charges will be refunded by The University within 5 business days after The University notifies Student of the termination of this Contract due to lack of space. Student shall have the option to elect to continue with the dining plan selected, change dining plans, or terminate their dining plan for a refund.

#### 8. Room Assignment / Selection:

- a. Assignment/selection of space is contingent upon the receipt of required housing form and properly signed contract.
- b. The University reserves the right to assign and/or reassign space for the benefit of the individual student and/or living unit, as well as University needs.
- c. A single room request may be revoked at any time if an overflow circumstance occurs.
- d. Students who lose a roommate or were not assigned a roommate may be given the option to contract for a single room when space permits. Should this option occur and be elected, students will be charged a single rate for remaining time left on the term of this Contract. Should space be available to grant a

single room and the student does not elect a single room contract, the student is required to optimize by accepting the assignment/selection to another room or assignment/selection of another roommate. Failure to comply with the optimization policy will result in a charge to the student's account for a single room and/or possible contract termination. Occupants with a vacancy in their room will be required to keep the rest of the room clear for a potential roommate. Roommates may be assigned without specific notice.

#### 9. Dining Plan:

- a. The student is required to have a valid Dining Plan during the Contract Period. The Dining Plan selected with the application for housing will be assigned for the entire Contract Period. **IF NO SELECTION IS MADE, THE RAJATON DINING PLAN WILL AUTOMATICALLY BE ASSIGNED.** Changes in the level of Dining Plan selected may be made through to the add/drop deadline in the given semester.
- b. The University reserves the right, if deemed necessary for maintenance, efficiency, or other purposes to modify serving hours or close a dining location, with as much advance notice as is reasonably possible.

#### 10. Student Resident Responsibilities:

- a. No additional persons may occupy the assigned space.
- b. The student shall reimburse The University for all damage to the assigned space and furnishings other than normal wear and tear, or for removal or loss of furnishings or appliances.
- c. The student is responsible for the cleanliness and sanitation of the assigned space during the Contract Period. The student may be charged for any excessive cleaning needs after vacating the assigned space.
- d. Upon vacating the assigned space and turning in the assigned key, The University has full authority to remove and/or dispose of abandoned belongings. Abandoned belongings may result in additional charges.
- e. Conducting business of any kind from the assigned space or public spaces is prohibited.
- f. No outside, third party vendor, is allowed to perform services within the residence hall rooms, suites, apartments, or the public living areas of The University. This includes, but is not limited to, cleaning, laundry and moving services. These vendors will not be considered guests of students or The University. Service deliveries (pizza, flowers, etc.) may be picked up in the main lobby of Finlandia Hall.
- g. Service and/or Emotional/Comfort animals will be allowed in University housing only after appropriate documentation has first been reviewed by Student Disability Services and subsequent documentation has been provided to and approved by University Student Housing. **Students found to have an unauthorized animal in their Residence Hall will be subject to a \$100 fine per instance.**
- h. Students will be responsible for knowing and adhering to the Rules and Regulations as outlined in the [Student Handbook](#).

#### 11. Right of Entry:

- a. The University reserves the right to enter the assigned space in case of emergency or after proper notice, for purposes of inspection, verification of occupancy, safety, health, and maintenance reasons. The University reserves the right to perform random room inspections.
- b. A roommate may be assigned without prior notice. The assigned space may also be entered whenever an assigned student permanently vacates the space or whenever a student vacates for a break period, to ensure that established closing procedures have been followed.

#### 12. Limitation of Liability:

- a. The University cannot guarantee the safety of and does not assume any legal obligation to pay for injury to persons (including death) or loss or damage to items of personal property, which occurs in its buildings or, on its grounds prior to, during, or subsequent to the Contract Period. The student and their Guarantor are encouraged to carry appropriate insurance to cover such losses. The Student shall not be entitled to a refund or reduction of payment as a result of any facility malfunction or service interruption including, but not limited to electrical, heating, mechanical, elevators, plumbing, or power failure, or for losses caused by events or circumstances not directly within the control of The University including, but not limited to earth movement, fire, illness, infectious diseases, intentional loss, natural disasters, nuclear hazard, or war. Limitation of liability also includes any potential issues with bed bugs

or mold. More information on these may found via the following: <http://www.cdc.gov/mold/> and <http://www.cdc.gov/parasites/bedbugs/>.

**13. Remedies:**

- a. Breach of any of the duties established by this contract authorizes the use of any remedy available in law or in equity. Additionally, if the student or their Guarantor fails to pay room and dining plan fees, or additional charges according to schedule, The University is authorized to use any or all of the following remedies: termination of this Contract, eviction of the student from the assigned space, cancellation of the student's enrollment in The University, and withholding of the student's transcript of grades, diploma, or other records and documents. maintained by The University.
- b. Failure of The University to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of The University thereafter to enforce each and every such provision.

**14. Assignability of Contract:**

- a. This contract is personal and may not be assigned or otherwise transferred, nor may the student's space be sublet or otherwise placed in the occupancy, control, or care of another person or entity. The student may not sublet or otherwise place in the occupancy, control or care of another person or entity any space associated with the student's assigned space, including but not limited to community areas such as bathrooms, hallways, kitchens, laundry rooms, lobbies, study lounges or any unassigned spaces.

**15. Time of Essence:**

- a. Time is of the essence in the satisfaction of all terms of the agreement contracted in this contract.

**16. Applicability of Rules and Regulations:**

- a. Residence Hall Rules and Regulations: Rules and regulations appearing in the [Student Handbook](#) are made a part of this contract. Student violations of these rules and regulations may result in disciplinary action, including but not limited to referral to the Dean of Students Office and/or termination of the University Student Housing and Dining Contract.
- b. Other Laws, Rules, and Regulations: This contract shall be governed both as to interpretation and performance by the laws of the United States and of Michigan; by the rules and regulations of the Board of Trustees, and by the rules and regulations of Finlandia University.

**17. Addresses for Correspondence:**

- a. All correspondence required by this contract or otherwise relating to matters contained in this contract, including cancellations from the student (or from the Guarantor) to The University shall be mailed to or delivered at Assistant Dean of Students, Finlandia University, 601 Quincy St Hancock, MI 49930; or by email to [housing@finlandia.edu](mailto:housing@finlandia.edu).
- b. All correspondence required by this contract or otherwise relating to matters contained in this contract from The University to the student or to their Guarantor shall be mailed to or delivered at the addresses provided in the application to the student and/or their Guarantor on this contract.  
<https://www.finlandia.edu/student-affairs/>

**18. Entire Contract. No Modifications:**

- a. Except as set forth above, this contract and any applicable addendums embody the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein and the [Student Handbook](#), and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The student does not have authority to waive, alter, or enlarge this contract without the express written permission of the University.

**19. Severability:**

- a. If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

**20. Period of Occupancy:**

- a. The student may occupy the assigned space during the dates listed below. Exceptions include early occupancy dates based on move-in timeslot selections for the Fall term as available.

Term of Occupancy	Open	Close
Fall 2022	August 25, 2022	December 18, 2022
Spring 2023	January 13, 2023	May 7, 2023

- b. There will be no reduction in cost for late arrival or early departure. Securing a preferred move-in time after the start of the Contact Period (August 25, 2022) will not entitle the Student of Guarantor to a reimbursement or a reduction in cost.

**21. Force Majeure:**

- a. "Event of Force Majeure" means an event beyond the control of Contractor or University which prevents or a makes a party's compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); acts or threats of terrorism; epidemic, pandemic, viral outbreak, or health crisis, or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party.

**22. Emergency Health and Safety Procedures:**

- a. In the event of a pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), The University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Student agrees to adhere to all such procedures and related directives from University when residing on University's campus, including all check out procedures that may be issued from the University. All Emergency Health and Safety Procedures may be found here [Student Handbook](#).

**Selection of Meal Plan: Mark the Meal plan you would like for the 2022-2023 academic year:**

- Rajaton,
- Kulta (Gold)
- Hopea (Silver) Plan
- Pronssi (Bronze) Plan

**Student Name** \_\_\_\_\_ **Student ID#** \_\_\_\_\_

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Assistant Dean of Student/RLC

\_\_\_\_\_  
Date Signed

Office Use Only: Date Received: _____ Room Assigned: _____ Meal Plan Input: _____ Completed by: _____
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