

COMMUNITY LIVING AT MICHIGAN
NORTHWOOD COMMUNITY APARTMENTS
NORTHWOOD I, II, IV, AND V
POLICIES & PROCEDURES, COMMUNITY LIVING STANDARDS
AND CONFLICT RESOLUTION PROCESS

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Welcome to the University of Michigan's Apartment Community

Welcome to your community! It is our sincere hope that you will find your residence comfortable, and that your stay will be mutually beneficial to yourself and your community. We are serious about maintaining the goodwill of residents in the Northwood Community Apartments at the highest possible level. It is often said that some of the most important learning by students during their college years takes place outside the classroom. A lot of that learning occurs during the interactions and exchanges that take place among residents in University Housing.

In our Northwood Community Apartments, you will find many people with interests similar to your own. You will also find people who are different from you. The diversity of appearances, beliefs and expectations is astounding, wonderful and sometimes intimidating. University Housing strives to create an environment in which positive relationships with all these people, similar and dissimilar, can thrive. The aspirations of University Housing staff to create an atmosphere of mutual respect are stated in the Living at Michigan Credo and the Resident Bill of Rights. We hope you will use them to help make your experience in Northwood Community Apartments positive, educational and enjoyable.

Legal Information

Your Contract is the basic document that states legal obligations between You and the University. This electronic document, ***Community Living at Michigan Northwood I, II, IV and V*** is a legally binding adjunct which is incorporated into Your Contract. You are equally responsible for complying with the rules, policies and regulations contained in this document as You are for those directly printed on the Contract.

Throughout this document, “You” and “Your” means the individual signing the Contract and legally bound to its terms and condition. “Apartment” means all space identified by the address including storage space specifically connected to the address.

Every effort has been made to ensure the accuracy of information contained in this electronic document. Updates and corrections will be made as they become necessary. Residents will be notified of substantive changes.

University Housing's Mission Statement

The mission of University Housing is to create and sustain diverse learning-centered residential communities that further the goals of the University. Through partnership with others we provide quality programs, services, and facilities for those we serve in a caring, responsible and cost effective manner.

Living at Michigan Credo

The University of Michigan is a special place. It is an educational community designed to foster freedom of thought and unconventional, even uncomfortable, opinions. It attempts to provide an environment conducive to inquiry, in which innovation and creativity are nurtured. Part of this openness to ideas is an acceptance and appreciation of diverse cultures from around the country and around the world—an allowance not only for people to be different, but recognition that such diversity is the vital core of University life. University Housing is committed to an inclusive, sensitive, socially just and humane community in our residence halls and Apartments. Many students use their college years to explore and develop their personal identity and values. We believe this exploration can best take place in an environment that is open to and respectful of individuals across the spectrum of human differences and distinctions. It is the responsibility of every member of the Housing community, staff and students alike, to work to create and maintain such an environment.

We pledge to work collectively to examine our values and conduct, and to question those values when they reflect an origin of fear, anger, or ignorance. Acts of bigotry are acts of hatred against us all, and they will not be condoned or tolerated. We must all share in the responsibility of confronting unacceptable behavior, and in providing an example of involved citizenship. We continue to strive towards fulfilling our ideals. Join us in this affirmation of our common humanity.

Northwood Community Apartments Statement of Purpose

University Housing takes pride in being a learning-centered residential environment that houses and serves students, staff, families, and the campus community in an effort to make a University of Michigan education more widely accessible. We are committed to providing comprehensive support services in an attentive, efficient, and caring manner. Residents can expect to find a comfortable, safe and welcoming community as well as educational, social, and recreational opportunities that foster quality life experiences. As a highly multicultural and international population within an academic environment, we embrace and celebrate our diversity, promote cross-cultural sharing, and encourage understanding of varying lifestyles. The following priorities guide the work and activities of Northwood Community Apartments:

- Providing reasonably priced housing as well as community programs and outreach.
- Maintaining a supportive neighborhood environment that promotes healthy individuals and families.
- Supporting residents in their needs for information, skills, resources, and interpersonal connections that will facilitate ongoing growth and development.
- Encouraging respect for the interest and rights of individuals along with a sense of personal responsibility for the requirements of cooperative community living.
- Pursuing partnership with University departments and community agencies that will enhance the facilities, services and learning opportunities for residents.
- Managing facilities and assets in a fiscally responsible manner with attention to the needs of current and future residents.

Statement on Community Living

University of Michigan's Apartment community is an exciting place to live, especially when each resident assumes their share of community responsibility. Northwood residents come from many parts of the world, have varying degrees of financial support, speak different languages, and have widely varying customs. In this unique community, residents are rich in knowledge and diversity. The University encourages interaction among residents to make the most of the available enrichment opportunities.

We are committed to providing an environment conducive to the educational, psychological and social development of our residents. We nurture this environment by encouraging respect for the rights of the individual balanced by the rights and interests of the community as a whole. This is no small task, given the diversity of the population in our Apartments. We respectfully ask that all members of the Northwood Apartment community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them.

With so many residents living in such close proximity to each other, conflicts of some type are likely to occur at some point. Residents are encouraged to get to know their neighbors, so when disagreements occur, resolving them amicably is more likely. Understanding different lifestyles and customs helps to ensure a respectful environment for everyone.

Statement on Nondiscrimination

University Housing supports and follows University guidelines with respect to nondiscrimination and fair treatment in employment, educational programs, activities, policy enforcement, and residence hall and apartment assignments. Members of the University community who have concerns about University Housing in these areas should contact the Director, Northwood Community Apartments, 1000 McIntyre Drive, Ann Arbor, MI 48105 or (734) 647-2235 or at northwood@umich.edu.

Resident Bill of Rights

University Housing is proud of the positive environment for living and learning in our residential communities, where residents treat one another with respect and in good faith, and appreciate the value of conducting themselves in a responsible manner. In the interest of promoting this positive environment, the Housing community has developed the *Resident Bill of Rights* and the *Northwood Community Apartments Community Living Standards for Northwood I, II, IV and V*. The Resident Bill of Rights, like the Living at Michigan Credo, represents aspirations of University Housing for its communities, but it is not a guarantee. We expect all members of the community to strive to make these aspirations a reality, by supporting these values for themselves and for their fellow community members.

Resident Bill of Rights

As a member of the residential community, each resident has the right to:

Read and study free from undue interference in one's Apartment. Unreasonable noise and other distractions inhibit the exercise of this right;

Sleep without undue disturbance from noise, roommate, guests, or other distractions;

Expect that a roommate will respect one's personal belongings;

A clean, sanitary, and orderly environment in which to live;

Free access to one's room and facilities without pressure from a roommate;

Personal privacy;

Host a guest with the expectation that guests are to respect the rights of the host's roommate and other residents;

Redress of grievances, and participation in conflict resolution. Housing staff members are available for assistance in this process;

Be free from intimidation, physical and/or emotional harm;

Expect reasonable cooperation in the use of shared equipment and appliances (telephone, refrigerator, etc.);

Bring forward in an appropriate and timely manner to staff or other residents concerns about violations of Community Living Standards as described in this publication.

Policies & Procedures

This section of Community Living at Michigan describes policies and procedures designed to ensure the smooth functioning of Northwood Community Apartments. This section is not all-inclusive, but rather explains the practices that most directly affect resident life. They are common to all University Housing Apartments, unless otherwise noted. By signing a Contract with University Housing, You agree to abide by these policies and procedures and to be accountable. Policies and procedures may be changed during the term of the Apartment Contract with appropriate prior notification to residents.

Apartment Features: Appliances, Equipment, Fixtures, and Personal Items

All electrical devices or power equipment, such as appliances, cords and power strips, used in the Apartment must be UL-certified to help prevent power outages and fire hazards and installed according to manufacturer's specifications and all other applicable codes. For the protection of personal property from damage caused by fluctuation in the flow of electricity, it is strongly

recommended that power strips also have a surge protection device. All electrical devices must be used according to the manufacturer's directions. You must not overload outlets or power strips and must not “daisy chain” cords, plugs or connections together. Electrical cords must not be run under rugs or furniture where they may be pinched or stepped on. Any violation of these policies could result in a fire. Refer to the booklet “Keeping It Clean and Safe” for proper care and treatment of appliances, equipment, and fixtures.

Air Conditioners

Some townhouses in Northwood IV and V have individually controlled central air conditioning. For all other Apartments You can install Your own air-conditioner or request to have Northwood Facilities install the unit for a fee. A facilities installation request is made at the time of registration. Installation requires the use of a platform, provided free of charge by University Housing. If You install Your own air conditioner You can pick up a platform at the Community Center with proof of registration. Facilities installation requests include a platform. You can store platforms in Your storage area or return to the Community Center during business hours. The number of air conditioners is limited to the number of bedrooms in a unit. For more information on requirements and fees associated with this service and the Air Conditioner Request form, please visit the Web site at http://housing.umich.edu/northwood/air_directions.html.

Cupboards, Cabinets, and Shelves

Do not use adhesive-coated or self-stick products to line cabinet and closet shelves. Do not cover cabinet doors or kitchen walls with aluminum foil, plastic wrap or newspaper. This becomes a breeding ground for pests and is also an extremely dangerous fire hazard.

Floors

Do not install any type of self-adhesive flooring material or drive nails into floors. Do not apply or affix double-sided tape, duct tape, adhesive, or carpet tack strips to floors.

Garbage Disposal

Do not put grease or hard waste such as bones, eggshells, or fruit pits in the disposal.

Gardening

Community gardens are located throughout Northwood and individual garden plots are rented each spring to Northwood residents. A small fee is charged to offset the cost of soil preparation and water usage. Gardeners are responsible for removing all plantings and debris from their assigned plots at the end of each growing season. Flower-only gardens are permitted at the front and back doors of Northwood IV and V and in some locations in Northwood I. For further information contact the Community Center staff or Your Community Aide.

Interior and Exterior Modifications

Nothing may be attached to ceilings, floors, or doors without prior written consent by Community Center staff. Hanging items may be attached to walls using nail-type hangers, sometimes called “bulldog” hangers. Samples are available for viewing at the Community Center front desk. Attached shelving is not allowed unless it is provided by University Housing as part of the furnishings.

Kitchen Stove

The kitchen stove is a gas appliance. Three pilot lights burn constantly, so the stove will always have warm spots. The oven has a safety delay of up to one minute before igniting. If You hear or smell a gas leak, immediately call 76-FIXIT for service. If after normal business hours, contact the Plant Operations Call Center (POCC) at 647-2059.

Laundry Facilities

Personal Washers and Dryers

Northwood I

Apartments in Northwood I are equipped for electric washers and gas dryers. In the event You wish to use such units in Your unit, the following rules apply:

- All dryers must be vented to the outside of the Apartment.
- Gas dryer connections must be installed by Housing Facilities or a Housing approved contractor. A fee is charged for this service. Contact the Community Center front desk. Do not contact *DTE Energy* for this service.
- Lint filters must be installed on the water discharge hose of all washing machines to help prevent clogged drains.

Northwood II

Northwood II is not equipped for washers and dryers.

Northwood IV and V

Northwood IV and V townhouses are equipped with washers and dryers.

Coin-Operated Washers and Dryers

Northwood II

There are seven coin-operated laundry rooms located in Northwood II and III (1793 Beal, 2356 Bishop, 1735 Cram Place, 2204 Cram Place, 2261 Hubbard, 1714 Murfin and 2145 Cram Place). These can be used by any Northwood resident and are accessible with Your Apartment key.

Clotheslines

Community clotheslines are provided near the laundry rooms. Personal clotheslines are prohibited.

Washer and Dryer Rental Program

Northwood I residents can rent washers and dryers through Automated Apartment Laundries, Inc (AAL) at a low monthly rate. The equipment rental program is managed directly through and paid directly to the company. AAL provides:

- Free installation
- Complete repair service
- No removal charge at the expiration of the equipment rental Contract

- Stackable or side-by-side units

To inquire about their services or to rent their equipment call AAL at 1-800-521-9938.

Refrigerator

Never chip ice off the freezer or the cooling coils. This could result in significant damage to the unit with resulting charges assessed.

Prohibited Items

Most of the items listed below have been determined to present unacceptable environmental and fire safety hazards, and many have been the cause of fires either at the University of Michigan or at other institutions around the country. Other items on the list pose different health or safety risks, interfere with University property or services, and/or are illegal. If any of these articles are found to be in an Apartment, You will be requested to remove it from the building immediately. If the item is not removed within a specified timeframe, or in cases where the safety of residents may be unduly at risk, University Housing reserves the right to impound unauthorized or prohibited personal property. You will be held financially and contractually responsible for damages incurred as a result of possession or use of prohibited items.

- Additional locks, latches, or similar devices may not be installed on any Apartment entrance door or interior doors (See Keys and Lockouts.)
- Airsoft guns
- Clothes washers and dryers in Northwood II. Washers and dryers are permitted in Northwood I, and are installed in Northwood IV and V (See Washer and Dryer Rental Program.)
- Drug-related paraphernalia (e.g., bong, pipe)
- Firearms, fireworks, explosives
- Foil-lined cupboards, stove and/or walls
- Gasoline and highly flammable substances
- Halogen lamps or bulbs (all types, including clip-on, torchiere and desk styles)
- Illegal drugs or prescription drugs without a prescription (See Alcohol and Other Drugs in NCA Communities.)
- Mercury thermometers (See Damage and Loss Assessment and Environmental and Other Safety Hazards.)
- Natural cut trees, branches and/or greens (such as holiday greens, wreaths, and garlands)
- Paintball guns
- Pets, except some fish (See Pets)
- Trampolines
- Waterbeds/waterchairs
- Waterpipes (hookahs)
- Weapons, including any used for decorative or collecting purposes

Regulated Items

All items on this list must, where applicable, be Underwriters Laboratory UL-certified. This is not an all-inclusive list; if You are unsure about an item, check with housing@umich.edu. You will be held financially and contractually responsible for damages incurred as a result of unsafe use of permitted items.

- Air conditioners are allowed and must be approved by Community Center staff and fee paid for additional electrical usage
- Freezers, dishwashers and additional refrigerators are allowed in Northwood IV and V only
- Grills/Barbeque grills: only commercially purchased charcoal or propane may be used (burning of wood, twigs, dry brush, and other items is prohibited).
- Outdoor playground equipment and inflatable toys exceeding 6 feet in height
- Pianos and organs, in two-bedroom Apartments in Northwood I, in two- or three-bedroom and two-bedroom w/study units in Northwood IV and V; not all pianos will fit all locations
- Patio furniture is allowed but must remain in patio areas. In the event University personnel are required to move such furniture to conduct their duties, the University will not be responsible for damages. Residents will be held financially responsible for any labor charges
- Propane tanks are allowed outside of the Apartments for use with gas grills only
- Satellite dishes may not be mounted in any fashion to any interior or exterior structure

- Surface water pools cannot exceed 4 feet in diameter and 2 feet in height. Children in or around pools must be supervised by a parent or someone charged by the parent with the responsibility of supervision at all times. Pools must be emptied (and stored in a manner that prevents water from collecting) when not in use.

Other items may be prohibited, excluded or regulated, which in the reasonable judgment of University Housing, present a danger to persons or property. (Notice will be provided to residents.)

Apartment and Other Charges

You are required to pay all Apartment charges in a timely manner according to the University's account payment schedule. If You default on payment of any single installment of rent or on the payment of any other amount due the University, the University will send written notice. If the default is not satisfactorily resolved within ten days of the notice, the University may take further action.

Questions about Apartment rent charges or refunds should be directed to the Housing Billing Office at 763-3522 or Housing.Billing@umich.edu.

Cable Television

All Apartments are wired to receive basic cable television channels at an additional cost per month. For the updated cable rate please check the Web site

<http://housing.umich.edu/northwood/rates.html> . If You do not want cable television, You must submit a cancellation form upon check-in or if You wish to cancel at a later date, by completing the online cable cancellation form found at <http://housing.umich.edu/services/cable.html> . Installation at any time other than check-in requires a connection charge. Cancellation at any time after service has been switched on requires three weeks prior notice. Your service will be activated and the charges will start on the date Your Contract begins.

This is an optional service and is NOT included in the rental rate. The charge will be listed on Your University Account as a separate charge from Your rental rate. For the first month of Your Contract, the charge will be prorated for a full month or one-half month. If Your Contract begins on the 1st through the 15th You will be charged the full monthly rate; if Your Contract begins the 16th through the 31st You will be charged one-half the monthly rate. For shared units, all roommates are billed equal portions of the cable service. If there is more than one Contract Holder in the Apartment, and all roommates do not agree to subscribe to the cable, the roommates are responsible for setting up guidelines for sharing the cable charge.

Every Apartment contains a television connection cable. Cable ready televisions will receive about 45 basic stations. If a converter box is required to receive all the basic channels contact COMCAST at (734) 973-2266.

If You wish to subscribe to any premium channels, contact COMCAST. Only basic cable charges will be billed to Your University Account. Charges for all equipment and services in addition to basic cable are payable directly to COMCAST.

Questions about cable television charges or refunds should be directed to <http://www.housing.umich.edu/services/cable.html>.

Damage and Loss Assessment

Repair, cleaning or replacement charges may be billed to Your University Account if You are found responsible for causing damage to or loss of University Housing property. University Housing may document damages utilizing photography. Such damage may be for extraordinary cleanup required for the disposal of hazardous materials, such as mercury from a mercury thermometer (See ***Prohibited Items***). If the damage, loss, or need for cleaning is discovered during the term of the Contract, You will have ten days to appeal the assessment. If the damage or loss is discovered after You have moved out, a statement will be sent to Your forwarding address. To appeal such an assessment You must respond in writing within ten days of receipt of the statement. You may respond by email to northwood@umich.edu and by indicating Assessment Appeal in the subject line.

Damage and Loss Assessment Billing for Shared Apartments

The most impartial way to effect restitution for damages that negatively affect the Apartment or community is to charge only those responsible. Therefore, You are encouraged to accept responsibility for Your own and Your guests' behavior. There are instances when damages occur in individual rooms or in the common areas of the Apartment and attempts to identify the parties

responsible for the damage are not successful. Any residents aware of any person responsible for specific damages should contact the Community Center front desk or Housing Security. Every effort will be made to determine who is responsible, but when that is not possible, the replacement or repair costs will be divided among the Apartment residents at the time that an accurate cost determination is made by Housing staff. If you are not on campus during the period the damage occurred You may be exempt from charges and must inform the Community Center staff in writing within ten days after receipt of the notice of charges. Housing staff will make the final determination regarding disputed charges.

Long Distance Phone Calls

The monthly rental rates include unlimited campus and local area calls. You need to obtain a unique long distance authorization code (authcode) that must be used for any direct-dialed long distance calls. Charges for long-distance calls made with Your authcode will be included in Your monthly University Account. These charges must be paid in full each month. (See *Phones*) Do not share Your authcode with anyone. Your roommates are assigned different authcodes. All calls made on Your authcode will be charged to You. To obtain Your authcode, visit the Web site at <http://www.itcom.itd.umich.edu/telephone/authcode.html> .

Requests for an unlisted telephone number can be made online through Wolverine Access. If You do not want the University to release public information, including, but not limited to, telephone number and address, You must submit a nondisclosure form each semester to the Registrar's Student Services Office, 0205 LS&A Building, 500 S. State Street, (734) 647-3507 or 1212 Pierpont Commons, (734) 763-7650. Nondisclosure forms are available only through the Registrar's Office.

Current domestic and international long-distance rates by country are available on the University's ITCOM Web site at <http://www.itcom.itd.umich.edu/telephone/> . You cannot bill calling card plans (MCI, AT&T, Sprint, etc.), pagers, cell phones, or Web services to a University telephone number, including a Northwood Apartment residential phone line. Services will be cancelled immediately by the University when such charges are identified.

Northwood phone numbers are not listed in any national directories. For information on listing in various Yellow Pages, White Pages, Business Directories and Email addresses from all around the world visit the ITCOM Web site at <http://www.itcom.itd.umich.edu/customer/directory.html>.

Rent

You are responsible for all rent charges that are identified on the Contract You have signed unless University Housing agrees to terminate Your Contract before its end date. You must pay to the University as rent for Your Apartment the sum published for the current Contract year on the Housing Web site. The University has the right, upon 45 days notice to You, to increase the total rent due by an amount reasonably related to any increase in (a) the cost of utilities, or (b) premiums paid for liability, fire, or worker's compensation insurance.

Reasons that support a Contract termination are described under *Contract Termination Initiated by Contract Holder*. A Petition to Terminate Your Northwood I, II, IV or V Apartment form is required for University Housing to consider approval of the termination. Unless You have obtained approval for termination, You are responsible for all fees remaining on the full term of the Contract, even if You move out of the Apartment. If You obtain approval for termination, You remain responsible for all rent and termination fee charges through the approved Contract termination date. No refunds will be given if the termination approval is granted during the final two weeks of the Contract. If You fail to follow the procedure for check-out and all keys are not turned in by 3:00 pm on the approved Contract termination date, You will be charged a Hold Over fee of \$125 per day and may also be held accountable for full payment of the Contract.

When a Contract is terminated for conduct reasons, the University shall have the right to re-enter and take possession of the premises, while You remain liable for rental charges for the full term of the Contract. (See **Contract Termination**.)

- During the time of Your Contract You must maintain eligible status. For all or any part of a month where You fail to maintain eligible status, You must pay to the University as rent for the Apartment the sum two times the sum published for the current year.
- Rent is payable in monthly installments on or before the last day of each month for the following month (e.g., rent due on January 31 is applied to the month of February). There are optional additional charges not covered in this rate, such as, but not limited to parking, program or class fees, and cable television service.
- Even if the monthly statement from the Student Financial Operations Office does not show an amount due, You must pay Your correct monthly Apartment rental. University Statements of Account are not mailed to You. You must access Your account via the Web at www.wolverineaccess.umich.edu.
- Payments may be made at by mail to Department #77272, Student Financial Operations University of Michigan, P.O. Box 77000, Detroit, MI 48277-0272.
- Your University identification number should accompany all payments.
- A late penalty will be automatically added to any account which is not current. Questions regarding accounts should be directed to the Student Financial Operations Office, 2226 Student Activities Building, 764-7447, www.um-sfo@umich.edu, the Housing Billing Office at (734) 763-3522, or Housing.Billing@umich.edu.
- Faculty and staff members are required to sign a Payroll Deduction Authorization Card for automatic rent payments. These cards are available at the Housing Information Office. In the event of a rent increase, it is Your responsibility to make the payroll deduction adjustment.

Apartment Changes Initiated by the Contract Holder

Apartment Transfers

All Apartment changes or transfers must be authorized in advance by the Housing Information Office. University Housing will not honor informal or different procedures.

If You are interested in moving from Your current Apartment to a different Apartment within Northwood I, II, IV or V, You must complete an Apartment Transfer Request form which You can get from the Community Center front desk or at www.housing.umich.edu/northwood/forms.html. Apartment transfers are not considered during the months of July and August. There is a \$100 non-refundable processing fee, which is billed to your University account.

Transfer requests remain active until a transfer is completed or cancelled by either You or the Housing Information Office. If an Apartment is offered, You have 48 hours to accept or reject the offer by notifying the Housing Information Office. If an Apartment is offered which is listed as an acceptable choice on Your transfer request, and then rejected by You, the transfer application will be cancelled and You forfeit the processing fee.

Transfers requests have priority over new applicants for vacant units (except during the months of July and August). Priority among transfer requests is based on the date of receipt, Apartment availability, applicant eligibility for the style of Apartment requested as outlined on the transfer request form, and the reason for the request. Requests based on necessity are given higher priority than those based on convenience. No transfers are guaranteed. University Housing reserves the right to reject a transfer application for any reason, including but not limited to:

- Outstanding balance on accounts
- Contract violations
- Housekeeping concerns
- Damages to current Apartment

Apartment Changes Initiated by University Housing

Vacant Apartments

University Housing has the right to administratively make an Apartment change into a vacant Apartment independent of new applicants or Apartment transfer requests, when it deems a change is necessary.

If You are in a shared Apartment with a vacant space You are required to accept a new roommate who is placed in the space by the Housing Information Office. Refusing to accept a roommate, or impeding University Housing's ability to effect an assignment into a vacant space

(e.g., by not keeping the unoccupied space presentable) is a violation of the Contract. Unfortunately, advance notice of a new roommate is usually not available. Therefore, You must ensure that the vacant space and furnishings are in a condition ready for occupancy at all times. Failure to comply with these policies can result in the resident(s) already occupying the Apartment being charged the full rate for the vacant space.

In any Contract year, residents in shared Apartments with a vacant space may be provided with the opportunity not to receive a new roommate under the following terms. After all incoming residents who have applied to live in a University Housing Apartment have been assigned, University Housing, in its sole discretion, may offer You the opportunity to “buy out” an unoccupied space in an Apartment for the remainder of the Contract term. You can, under this arrangement, pay the rate of the vacant space and ensure that the Housing Information Office will not assign a new roommate to the space.

Extenuating Circumstances

University Housing may require You to move to other accommodations in University-owned and operated facilities if it is determined by Housing to be in the best interest of You and/or other occupants of the Apartment to do so. Efforts will be made to offer comparable accommodations. A move may, however, result in a rent change for which You are responsible. These Apartment charges will occur within a time-frame determined by University Housing.

University Housing has modified, and in some cases, equipped, some of its spaces to meet the needs of residents with disabilities. Residents without disabilities may receive an assignment to such an Apartment if there is a lack of need by residents with disabilities. In these cases a Contract Addendum is required. This Addendum stipulates in part that the resident agrees, upon 15 days written notice from University Housing, to be transferred to another Apartment if the Contracted Apartment is needed for a student with a disability. If such a transfer is made, University Housing agrees to provide a new Apartment assignment that is reasonably equivalent to the initial Apartment, not including any special features designed for the needs of a resident with a disability.

The University reserves the right to assign You to a similar Apartment upon thirty (30) days written notice, when extensive renovations or repairs are needed in or around Your current Apartment, and for other purposes related to health or safety as deemed necessary by the University. If the Apartment becomes wholly uninhabitable during the term of this Contract as a result of damage or destruction by fire or other casualty that is not the result of Your negligence or willful acts, the University may cancel this Contract by notifying You in writing. If terminated, You must abandon the Apartment to the University. If the Apartment becomes partially uninhabitable for the same reason, or if it becomes wholly uninhabitable and the University does not terminate the Contract, the University has the option of repairing the Apartment with reasonable speed, and Your obligation to pay rent shall continue in full force and effect; however, rent shall be abated in the same percentage that the Apartment is uninhabitable until the repairs are completed; or the University may offer a comparable Apartment to You for the duration of the Contract, if a comparable Apartment is available. A comparable Apartment shall be offered at the same rental rate as the Apartment being vacated. If You do not accept the

comparable Apartment within seven days after it is offered, the University may terminate the Contract by written notice. If the Apartment will remain uninhabitable for an excess of 30 days, You will have the option of terminating the Contract by giving written notice to University Housing.

Apartment Entry and Search

Apartment entry and search may be necessary, and the University may exercise its contractual right to conduct either or both under certain specific circumstances. The University recognizes and respects Your desire for privacy, especially within the context of a group living environment. In its efforts to protect this privacy, University Housing has defined and restricted the conditions under which authorized University personnel may enter or search Your Apartment. The following procedures have been developed as a guide for the staff of University Housing to enable them to perform their duties and to maintain certain standards while at the same time giving due recognition to the privacy which should be accorded to individual residents. The following University and University-affiliated personnel are authorized to enter apartments under the terms described below:

- Housing Security or Department of Public Safety personnel, and full-time professional staff members of University Housing.
- Employees of the University's Department of Occupational Safety and Environmental Health.
- University and non-University personnel contracted to perform maintenance, repair or other services on behalf of University Housing.

Other members of University staff and/or civil authorities may enter Apartments under the conditions described in letter (a) below only when accompanied by a member of the professional or resident staff. In an emergency situation, fire personnel may enter an Apartment unaccompanied.

Apartment Entry Procedures:

- a. The University reserves the right to enter Your Apartment:
 1. to provide maintenance or housekeeping services (when a service request is submitted, permission to enter Your Apartment when You are not present is assumed)
 2. to verify occupancy
 3. to conduct sanitation, maintenance, or safety inspections
 4. to exhibit the Apartment to contractors or workers
 5. if there exists a clear indication or reasonable cause to believe that there is a gross violation of an established conduct or health and safety standard
 6. in the event of an emergency to protect life, limb or property
 7. if there is reason to believe that an imminent hazard to the property and/or resident(s) exists and to remove or correct any hazard discovered

- b. No Apartment shall be entered without knocking. Entry following the knock shall be preceded by a time lapse of sufficient duration to provide occupants with ample opportunity to open the door.
- c. When it is necessary for authorized University personnel to enter an Apartment, there shall be, whenever possible, two authorized staff members present. If it is necessary, under the conditions outlined, for authorized University personnel to enter an apartment when no resident is present, the resident(s) will be notified of the entry and the reason for the entry upon returning to the Apartment. This provision does not apply to housekeeping and maintenance personnel performing routine duties, or to staff conducting a sanitation and safety inspection, for which prior notification of residents is required.
- d. An emergency situation makes it necessary for an authorized University staff member to enter an Apartment to inspect or retrieve specific items in order to protect the health, safety or welfare of the resident of the Apartment or other residents of the building or community.
- e. Authorized staff members may remove an item of personal property from Your Apartment without prior consultation when it is the judgment of the staff member that the item represents an imminent hazard to persons or property in the Apartment or the surrounding area. University Housing staff are also authorized to remove from Your Apartment clearly identifiable University or Housing property not provided as part of the Apartment furnishings. If an item is removed under the above conditions, You will be notified promptly of the removal. If the removed item may be legally possessed by You, but is in violation of these terms and conditions, the Community Living Standards identified elsewhere in this document, or the University's Statement of Student Rights and Responsibilities, it may be claimed by You but not retained in the Apartment. If illegal goods are found and confiscated during the authorized Apartment search, You may be subject to criminal prosecution and disciplinary action.
- f. For shared units, the University reserves the right to prepare the vacant bedroom for a new occupant.

Apartment Search Procedure

- a. You will be notified if sufficient cause for an apartment search is determined.
- b. Searches of Apartments by University Housing personnel shall only be permitted, except in the case of an emergency, with prior consultation between the Director of University Housing or designee and a Housing Security supervisor. In these instances, an apartment search will be conducted by no less than two authorized University staff members.
- c. University Housing is opposed to general Apartment or room searches. General Apartment searches, except in the case of an emergency, will be permitted only after authorization of the Director of University Housing or designee.
- d. State and federal law governs the entry into a resident's Apartment or room by law enforcement officers. Situations which may permit such entry include, but are not limited to, officers in possession of a valid search/arrest warrant, health/safety emergency, or certain circumstances where search warrants are not required (e.g., hot pursuit). Entry under such circumstances may be facilitated by University Housing staff.

Plain View

University Housing and other University staff are legally obligated to report unlawful acts in “plain view.” If an illegal item, for example pets (other than allowed fish), drugs or a weapon, is found in plain view by staff, that item may be confiscated and a subsequent incident report may be prepared, using the item as evidence. Some items may be reported to Housing Security and/or University of Michigan Police [also known as University of Michigan Department of Public Safety (DPS)] and lead to criminal proceedings.

Apartment Rate Changes

In the case of three-bedroom shared Apartments, when one resident moves out, University Housing will *not* assign a new roommate to the third space. The Apartment type will be changed and the rate will be increased to equal the rate of a two-bedroom with study.

Bicycles

Each Apartment complex has bicycle racks outside of the building for securing bicycles. We recommend You use a high quality U-style lock through the frame and wheel to make theft as difficult as possible. You are strongly encouraged to register Your bicycle with the City of Ann Arbor, as required by city ordinance. Registration facilitates the ability to trace a bike if it is stolen. Bicycles (non-motorized) may be brought into Apartments but cannot be left in breezeways or stairwells for any period of time because they create a significant safety hazard in these locations. Further, bicycles that are illegally parked or chained to something other than a bicycle rack may be ticketed and impounded. Throughout the year, bicycle racks are cleared of abandoned bikes and bicycle parts. Bicycles removed by the University will be held for 30 days and are then considered abandoned.

Checking In

Apartment Occupancy

You may pick up your keys at the Northwood Community Center, located at 1000 McIntyre Drive, after 8:00 am on the starting date of Your Contract. Check http://housing.umich.edu/northwood/visit_contact.html for hours of operation.

If You are arriving around the holidays please review the Web site for specific hours of operation. If You arrive after-hours You will need to make arrangements for other accommodations, such as a hotel. In an emergency situation, You can call Housing Security at (734) 763-1131.

If check-in does not occur within twenty-four (24) hours after the Contract takes effect, You may be reassigned to another University Apartment and will be held responsible for full payment of rent on the reassigned premises. If You will be arriving late You may hold Your original Apartment by notifying the Housing Information Office.

Apartment Condition Upon Arrival

Every effort is made to have each Apartment in move-in condition before a resident arrives. All residents must complete, sign and return an Apartment Condition Report (ACR) when moving into an Apartment, either at the beginning of the Contract or when transferring to a different Apartment throughout the Contract period. The ACR documents any problems with the condition of the Apartment when it is initially occupied. If the ACR is not completed and returned, University Housing will assume that there are no problems with the Apartment when You move in. You will be held responsible for any damage found to Your Apartment when You move out. Apartments are inspected for health and safety conditions whenever the room is vacated. The ACR should be submitted to the Community Center front desk within five business days of check-in.

Apartment Alteration

You may not alter the Apartment by doing things such as, but not limited to, painting/wallpapering, installing locks, erecting partitions or attaching anything to ceilings, walls, floors or exteriors without prior written consent of University Housing.

Checking Out

Residents with approved Contract termination must vacate their Apartment by 3:00 p.m. on the approved Contract terminate date. All Apartment, bedroom, and mailbox keys must be turned in to the Community Center at the time of checkout. Residents who do not turn in all keys will be charged for key core charges and key replacement charges. (See *Keys and Lockouts*). Late checkout results in a Hold Over fee of \$125.00 per day (see *Return of Possession*).

Pre-Inspections

We want to assist You in Your effort to leave Your Apartment in a condition that meets University Housing's expectations. In addition, we need to evaluate as soon as possible whether any major repairs will be required for the next occupant. To meet these needs, a pre-inspection will occur within several days after approval of Your Contract termination request. This process will only take 10-15 minutes. You are not required to be present and an appointment cannot be scheduled for the pre-inspection. We are not assessing Your Apartment for damage costs during the pre-inspection; that assessment is made at the final inspection. However, if the condition of the Apartment does not meet Northwood Community Apartments standards, You will be notified by Housing staff so You can correct the problems before the final inspection when damage charges are assessed.

Apartment Condition upon Checkout

You must return the Apartment in as good a condition as when received. You are responsible for any charges associated with excess cleaning and damage found to Your Apartment when You move out unless:

- It was noted on the Apartment Condition Report.

- It is normal wear and tear.
- It is a maintenance problem that arose during the year and was properly reported to the facilities staff.

A University Housing staff member determines if any damage has been done to the Apartment. This includes walls, ceilings, woodwork, floors, interior and exterior fixtures and furnishings. Checks are also made to see if the Apartment was cleaned according to the specifications in the booklet “*Vacating Your Apartment, Northwood I, II, IV and V*” which is sent to you once Your Contract termination request has been approved or can be obtained on the Web site. You may request to be present at the final inspection. If You ask to be present at the final inspection, an appointment must be made at least five business days in advance and must be scheduled for the day You plan to vacate Your apartment. To schedule an appointment, call the Community Center at 764-9998.

Return of Possession and Hold Over

At the termination of this Contract, by lapse of time or otherwise, You must return all keys and turn over immediate possession of the Apartment to the University on or before 3:00 p.m. on the day of approved termination. If You fail to do so, You will be deemed a trespasser and pay as liquidated damages for each day possession is withheld one hundred twenty-five dollars (\$125). Acceptance of money by the University following termination or expiration of this Contract does not waive the University's right to seek possession nor does it create a new right of occupancy. Locks may be changed if all keys issued are not returned, and charges for lock changes, damages and cleaning will be determined.

Upon termination of the Contract, or if You abandon the Apartment, the University shall have, and is hereby granted, full and free license to remove all Your property or the property of others from the premises without being guilty of trespass, eviction or forcible entry and detainer and without relinquishing the University's right to rent or any other right given by the Contract. (See *Abandonment.*)

Abandonment

If You are physically absent from the Apartment and owe unpaid charges, or if the University has reason to believe in good faith that You have vacated the Apartment with no intent to continue living in the Apartment, then the Apartment will be deemed conclusively to have been abandoned by You and the University may immediately terminate the Contract and retake possession of the Apartment. In addition to any other of its remedies, the University may enter into an abandoned Apartment to perform decorating and repairs and to reassign.

A determination that the Apartment is abandoned shall also constitute a conclusive determination that You relinquish ownership of personal property remaining in the Apartment. You must pay to the University any costs associated with removing and storing Your personal property from the Apartment. The University will remove Your belongings and hold in University storage for 30 days.

Upon abandonment of the Apartment, the University shall have, and is hereby granted, full and free license to remove all Your property or others from the Apartment and related storage areas without being guilty of trespass, eviction or forcible entry and detainer and without relinquishing the University's right to rent or any other right given by the Contract. Any property which may be removed from the Apartment and related storage areas by the University to which You or others are or may be entitled, shall be handled or removed by the University at Your risk, cost and expense. The University shall in no event be responsible as a warehouseman, bailee or otherwise for any property left in or around the Apartment by the You or others, or for the value, preservation, or safekeeping of it. You shall pay to the University upon demand any and all expenses incurred in property removal, handling and disposal. After 30 days any property removed from the Apartment that remains unclaimed becomes the property of the University.

Contract Modification and Termination

Contract Termination Initiated by the Resident

A resident may petition to modify or terminate a Contract for other special or mitigating reasons not known at the time of Contract signing. More information can be found at <http://www.housing.umich.edu/northwood/contract.html>

Contract End Date

All Contracts, regardless of the start date, end June 30. Upon 60 days prior written notice and University Housing approval of contract termination, Your rent will be prorated. However, no refunds will be given if Your Contract is terminated during the final two weeks of the Contract. You may not terminate a Northwood Community Apartments Contract simply to move to another Apartment facility not operated by the University Housing system, such as off-campus housing or a Cooperative, or to purchase a home. You may be able to reassign Your Contract through a Contract reassignment. (See *Contract Reassignment*.)

You must contact the Student Financial Operations Office, 2226 Student Activities Building, (734)764-7447 to claim any refund which appears on Your Account. Moving plans and travel arrangements should be carefully considered before submitting a request to terminate. Once a Petition to Terminate request is approved for a specific date, it will not be changed to an earlier or later date. A Hold Over fee of \$125 per day for liquidated damages is imposed whenever a resident has not completely relinquished possession of the Apartment by the approved Contract termination date.

Contract Termination Initiated by University Housing

The Contract is a legal, binding Contract to which parties have pledged fulfillment. As per the terms of the Contract, You are expected to keep current with rental payments, comply with the directives of University personnel and comply with Northwood Community Apartments regulations and expectations.

If a resident and or their dependents, guests or visitors has violated the standards and values of Northwood Community Apartments to the extent that he or she can no longer be a successful member of the community, the housing Contract will be terminated. For the protection of the community, the Contract allows the University to unilaterally terminate a Contract on twenty-four (24) hours written notice, whenever it believed there is a preponderance of evidence indicating any of the following circumstances:

- behavior which significantly endangers life, limb or property;
- unlawful manufacture, delivery, purchase, possession with intent to deliver or possession of a controlled substance or illegal drug, on or about the Contract premises;
- the manufacture, possession, or use of explosives, flammable liquids, fireworks, or firearms;
or items whose primary purpose is an offensive weapon such as but not limited to throwing stars,
swords, bows and arrows, machetes and/or ammunitions etc.
- physical or sexual assault.

In such situations, the University shall have the right to re-enter and take possession of the premises with the Contract Holder remaining liable of all housing payments for the full term of the Contract and for additional damages, subject to the University's duty to minimize losses.

Contract Holders who have their Contract terminated by Northwood Community Apartments conflict resolution process may be held responsible for any or all fees and other costs incurred by the University.

Certain conduct may also be subject to civil or criminal prosecution. Prosecution does not preclude parallel disciplinary action by the University, including actions based on violations of the *Northwood Community Apartments Community Living Standards*, the Statement of Student Rights and Responsibilities, or a breach of the Contract.

Special Circumstances

The University may terminate a Housing Contract for non-disciplinary grounds when a resident graduates or becomes ineligible to live on campus before the Contract expires

University Housing reserves the right to request or require a resident to leave University Housing when that resident's behavior significantly disrupts the life of the community or poses a risk to any student (including self), staff, faculty or visitor*. University Housing may attempt to work with the resident to create specific Contracts concerning the resident's behavior. Such Contracts constitute an addition to the resident's housing Contract. Violations of such Contracts are grounds for termination of the Contract. The University and the student may terminate the Contract by mutual Contract for compelling extenuating circumstances.

*For related information, please see the *University of Michigan Emergency Mental Health Withdrawal and Readmission Policy and Procedures*, available from the Office of the Dean of Students.

Contract Transfer to Spouse/Partner

If You become ineligible for University housing and Your spouse/partner meets all eligibility requirements, a request may be made to change the Contract to Your spouse/partner's name if he/she meets all eligibility requirements for living in Northwood Community Apartments. You and Your spouse/partner must complete the Request to Transfer Contract to Spouse/Partner form which can be obtained from the front desk of the Community Center, the Housing Information Office or from our Web site. The transfer to spouse/partner must be authorized through the Housing Information Office. If the spouse/partner who the Contract is being transferred to is a non-student, verification of their UM appointment must accompany the request. The rental rate will be assessed at the appropriate student or non-student rate and based upon the date of the status change.

Contract Reassignments

A Contract reassignment is the transfer of a Northwood Community Apartments Contract from a resident with a signed Contract to an eligible student or non-student without a signed Contract. It is the original Contract Holder's responsibility to find an eligible replacement. If You are in good standing You may reassign the occupancy of Your Northwood Community Apartments Contract to a new resident who meets all Northwood Community Apartments eligibility and Apartment criteria at the time of the proposed Reassignment. As the original Contract Holder, You must vacate the Apartment/room within a specified period of time. You will be assessed a reassignment fee of \$100. Reassignments are processed and approved through the Housing Information Office only. Reassignments will be based on the terms and conditions of the original Contract and will have the same Contract end date. Should the new occupant fail to pay or remain eligible, the original Contract Holder will be held responsible for the terms and conditions of the original Contract.

Contract Renewal

All Contracts for University Housing are for the specific duration printed on the Contract and are not automatically renewed. You must submit an application for Contract renewal at least 60 days prior to the expiration of the current Contract (May 1 for Contracts ending June 30). A Contract renewal may be granted to eligible residents who have a payment history; who are and remain current with all University accounts; and have not violated Housing or University regulations. All Contract renewals are at the discretion of University Housing.

Disruption of Services

University Housing and the University are engaged in ongoing efforts to maintain and improve facilities, and University Housing makes every effort to inform residents in advance of major construction that may affect Your living-learning environment. For example, painting in public spaces is done as needs arise and staff is available, and may not be announced in advance.

The disruption or non-performance of services due to a labor stoppage or to fire or other casualty does not constitute grounds for termination of the Contract. If such an event disrupts services,

affected residents will receive a pro-rata refund for services not provided. The University has no other responsibility for disruption or non-performance of service. If the Director of University Housing determines that the University has failed to fulfill its obligation under the Contract, residents will be reimbursed for rent accrued during the period of the University's breach, and the Contract may or may not be terminated. (See *Apartment Changes - University Housing Initiated.*)

DSL and Technology

University Housing, in cooperation with University of Michigan Information Technology Communication Services (ITCom), provides the Northwood DSL Network Service. This service is included in Your rental rate. It is designed to promote and support academic endeavors, provided they do not infringe on the rights of others, either within or outside the University community. By registering for or using the services provided, You agree to the terms outlined in Northwood DSL Networking Guide, Conditions of Use Policy. It is a violation of the Statement of Student Rights and Responsibilities (See *Building a Community through Individual Responsibility*) to misuse University computer resources. You must indicate agreement with these policies in order to complete the online registration of Your computer for DSL service.

Follow the guidelines in the DSL Networking Guide which is available at the front desk of the Community Center or on our Web site www.housing.umich.edu/northwood/forms.html. Further information can be found on the ITCom Web site www.itcom.itd.umich.edu/housing.

Eligibility to Live in Northwood I, II, IV and V

Contract Eligibility

You must maintain eligible status during the entire time period defined in the Contract. In instances where eligibility is uncertain, You are required to produce a written statement to the Housing Information Office from Your school or department indicating Your status. If You are a student, You must verify that You are making appropriate progress towards Your degree and that You remain in good standing within the school or department. At any time after You lose eligible status, the University may terminate this Contract upon thirty (30) days written notice to You.

If You are married or in a domestic partnership, Your spouse/domestic partner residing in University Housing must cosign this Contract and assume joint and several liability for all of its obligations.

It is a condition of eligibility for University Housing that applicants for housing completely and truthfully answer criminal history activity questions. University Housing reserves the right to refuse housing based upon behavior, including but not limited to criminal activity, that the University in its sole discretion and judgment determines that refusal of housing (or termination of the housing Contract for behavior that is revealed or occurs after application submission) is in the best interests of the University, University Housing residents and employees, and the University Housing community. If University Housing becomes aware that an applicant has a

record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the University Housing community environment, the University may not accept or may cancel the housing Contract. Failure to completely and truthfully answer criminal history activity questions on any University Housing applications may result in Contract termination and/or University of Michigan disciplinary proceedings.

To be eligible to live in Northwood Community Apartments You must be a University of Michigan student or University of Michigan non-student as defined below:

Student definition for University Housing:

All students must be enrolled at the University of Michigan, Ann Arbor campus

- A graduate student
- A non-traditional student (out of high-school 6 years or more)
- An undergraduate student with family
- A Ph.D. candidate actively writing a dissertation (as verified by their faculty chair)
- Students must be registered for classes and paying tuition at the University of Michigan, Ann Arbor campus
- Students must be enrolled for 6 or more credit hours, two out of three academic terms or be actively writing their dissertation as verified by their chair
- Students have priority for vacant units over non-students

Non-student definition for University Housing:

All faculty and staff must be a faculty or staff member at the University of Michigan, Ann Arbor

- A permanent faculty or staff at the University of Michigan
- Postdoctoral research fellow
- Visiting scholar
- Faculty and staff members must be a permanent employee with at least a 50% appointment
- Faculty and staff members must agree to sign a payroll deduction card for automatic rent payments
- Eligible non-student pays a higher rate than students

Eligibility Status Change

If Your student or non-student status changes at any time You must notify the Housing Information Office or by email to housing@umich.edu or northwood@umich.edu. Examples include, but are not limited to: a student who has graduated and become a postdoctoral research fellow or UM staff member; a postdoctoral research fellow whose appointment has been changed to a UM staff member; visiting scholars whose appointments have been changed to a UM staff member. The rental rate will be assessed at the appropriate student or non-student rate and based upon the date of the status change.

Household Member Policy

The University recognizes that “Family” may go beyond the traditional composition of mother, father, and child(ren). For purposes of eligibility for families, immediate family members of the Contract holder or spouse/domestic partner are included as household members. Immediate family members are defined as:

- Dependent children (under 18 years of age); children over 18 are considered adults. Residents who have a dependent child that is 18 or older must provide written verification of legal dependent status, such as the most recent income tax filed.
- Parents of the Contract Holder, or spouse/domestic partner
- Grandparents of the Contract Holder, or spouse/domestic partner

As a member of the household, they must be included on Your Contract and are entitled to the same access to most family programs, services and facilities. Verification of relationship will be required. Your siblings are not considered immediate family members and therefore are not eligible to reside in the Northwood Community Apartments as household members. Priority for a family unit will be based upon Your priority for assignment.

You must live in a two- or three-bedroom Apartment if Your parents/grandparents reside within the Apartment. Under no circumstances may You exceed the occupancy limits for Your Apartment. You are responsible for updating Your Contract with any changes of household members throughout the Contract term. Any additions, deletions, or changes to the household must be provided to the Housing Advisor located at the Housing Information Office. This will help ensure that household members receive access to programs and services for which they qualify.

You may not allow any other person(s) to reside in the Apartment who is not authorized by University Housing as a member of the household or who is not a guest. (See *Guest Policy*.) If You do so You are in violation of the Contract and are subject to involuntary Contract termination.

You may request a variance to this policy by submitting specific circumstances, in writing, to the Assistant Director of the Housing Information Office or the Director of the Northwood Community Apartments. As the Contract Holder, You are fully responsible for any actions and/or misconduct by Your spouse/domestic partner, dependent children, household members, guests, or visitors in violation of the Contract or the Northwood Community Apartments Community Living Standards.

Eligibility for Apartment Types

Student applicants have priority over all non-student applicants.

Families with children have priority for two- and three-bedroom units.

Married and domestic partners are eligible for any Apartment type except shared.

Single graduate students who choose to rent *individually* are eligible for any Apartment type.

Roommates

Single graduate students are eligible to share two-bedroom units or two-bedroom with study units with one other single graduate student.

Roommates can be either gender.

All shared Apartments are unfurnished.

Single graduates can select a roommate of their choice or the Housing Information Office can assign a roommate.

Applicants have two weeks once their application is received to notify the Housing Information Office of a specific roommate request. After two weeks, if one is not designated, one will be assigned.

Non-students are eligible for efficiencies, economy one-bedroom or one-bedroom Apartments only.

Single non-students are not eligible for shared Apartments and cannot have a roommate.

Environmental and Other Safety Hazards

University of Michigan Housing is committed to providing residents with a safe environment in Northwood Community Apartments. A University Occupational Safety and Environmental Health (OSEH) representative is dedicated to Housing. The Housing representative can be reached at 763-5641. More information about OSEH services and programs and its commitment to the promotion of health, safety and environmental protection is available online. You can support OSEH's environmental hazards management and help ensure environmental safety for everyone in the Northwood Community Apartments by not disturbing building materials, including wall and ceiling plaster, pipe insulation and flooring. You can also help by not bringing in mercury thermometers and hazardous materials to campus. You may exchange your mercury thermometer for a digital thermometer, free of charge, at the Community Center front desk.

Fees and Restitution

Fees or restitution may be charged to Your University Account for a variety of reasons, including administrative services (such as Apartment changes) or compensation for unreturned or damaged University property (such as appliances or furniture). (See *Damage and Loss Assessment*.) You may also be required to repay costs associated with resident conduct cases, negligent upkeep of the Apartment that requires non-standard cleaning, or property damage.

Furnished and Unfurnished Apartments

Furnished Apartment

If indicated on Your Contract, the University provides furniture to You for the Apartment for the

term of the Contract. The University's furniture may not be removed from the Apartment. All University-provided furniture must be kept indoors. University Housing and the University of Michigan are not liable for injuries You may receive as a result of improper use of University provided furnishings.

Unfurnished Apartments

Unfurnished units are equipped with a stove, refrigerator, mirror, window treatments, fire extinguisher, a shower curtain and smoke alarm(s). Washers and dryers are provided in units as noted above in Laundry Facilities.

Guest Policy

You may have guests up to four (4) weeks during a six (6) month period if you are living in a non-shared apartment. Guests are defined as anyone who is not a household member (as defined by the Household member Policy.) Guests may not stay beyond the four week period. The number of guests must not exceed occupancy limits of Your Apartment. Your apartment is to be occupied only by You (and household members listed on Your Contract) and not to be occupied by or loaned to any other person or resident. Guests with vehicles must purchase a Guest Parking Permit at the Community Center. You are fully responsible at all times for the conduct/actions of Your guests or visitors. University Housing reserves the right to withdraw guest privileges at any time for any reason.

For single graduate students in shared Apartments, overnight guests are allowed no more than a total of seven (7) overnight stays per month. It is expected that You discuss Your preferences with respect to all guests in the Apartment with Your roommate(s). Your Apartment and room are to be occupied only by You and Your roommate(s) and not to be occupied by or loaned to any other person or resident. Visitation of one roommate guest(s) should not infringe upon the rights of the other roommate(s).

Hold Harmless

You agree to hold the University, its agents and employees harmless from all damage, liability, or loss sustained by You or others in Your Apartment that results from the negligent or illegal use or intentional misuse of the Apartment by You or others in the Apartment. (See *Renters Insurance.*)

Housekeeping and Pest Control

You are responsible for maintaining Your Apartment at a level of cleanliness that discourages pests, mold, bacterial growth and other health and safety hazards. The appliances and furnishings must be kept clean and sanitary. To avoid fire or attracting pests, do not wrap kitchen walls, cabinets or stoves with foil, plastic wrap or newspaper. Garbage should not be placed in stairways, breezeways, vestibules, patios, storage rooms, or anywhere other than in the dumpsters located adjacent to the parking areas throughout Northwood.

You are expected to call 76-FIXIT promptly if insect or rodent activity is discovered and cooperate fully with the University's prevention and/or treatment program for the elimination of pests on the premises. We offer a professional, licensed pest control service to You at no additional charge. Specialists respond to any problems which may arise due to insect infestation such as ants, bees, silverfish, and roaches, as well as other pests such as rodents. Every Apartment is inspected periodically for signs of insect activity whether requested by You or not. Inspections sometimes involve minor applications of insecticide and/or flushing agents. You will be notified prior to each inspection. It is not necessary to be present for such inspections and no preparation will be required. If a problem is identified, the Apartment will be rescheduled for a more thorough inspection and treatment which typically requires some preparation by residents. If an infestation problem is noted between inspections, You are urged to contact 76-FIXIT promptly rather than wait for the next scheduled inspection. This program is approved by Michigan Department of Agriculture and UM Occupational Safety and Environmental Health Department. You, all of Your household members and guests must cooperate with the University's pest control program. An informational brochure on the program is available at the Community Center and on the Housing Web site.

Keys and Lockouts

Unauthorized use

All University-provided keys are the property of the University of Michigan . Unauthorized use, possession or duplication of Apartment keys is strictly prohibited and violates the Contract. No additional locks or locking devices attached to room doors are permitted without prior authorization by University Housing.

Key Replacement

If You lose Your Apartment key, mailbox key or bedroom key, You should report the loss to the Community Center immediately. A lost or stolen key may necessitate the replacement of the locking core. If You lose Your key or if it is stolen, You are responsible for any and all charges, including replacement keys for Yourself and Your roommate, replacement of the lock cores and replacement keys..

Key Distribution

All Apartment keys also open the laundry rooms. Northwood I and II keys open the storage rooms in those areas.

Individual and Family Apartments:

One Apartment key is issued for each adult listed on the Contract up to two adults. Additional keys for other adult Household members will be issued for an additional \$5 per key. One mailbox key is issued for each Apartment.

Shared Apartments (Roommates):

One front door key, bedroom door key and mailbox key is issued to each resident who has a signed Contract for the specific Apartment. No additional keys will be issued.

Checkout

All keys must be returned upon move-out. If all keys are not returned You will be responsible for the replacement costs for the core and keys.

Apartment Lockout

Residents who are locked out of their Apartment or room may borrow a key from the Community Center during regular business hours. When the Community Center is closed, You should request lockout assistance from the Department of Public Safety at 763-1131. A borrowed key must be returned to the Community Center within a specified time period to avoid a replacement fee.

No individual will be admitted to an Apartment or a room other than their own.

Maintenance Requests and Repairs

In order for University Housing to provide efficient, qualify maintenance service, You are required to report problems, defects or dangerous conditions as soon as they become apparent, and to report all problems in a particular Apartment when reporting any one problem in that Apartment. You must also notify the other occupants, guests and invitees of any defects or dangerous conditions and take due precaution to avoid injury to persons or property until the defect or condition can be repaired.

The University agrees to keep the Apartment in reasonable repair during the term of the Contract, and maintain the Apartment in compliance with applicable regulations. The University will make all necessary repairs to the Apartment or building within a reasonable time after notice from You of the need for repairs. Problems with essential services such as heat and hot water or correction of a hazardous condition will be addressed by the University and fixed as soon as reasonably possible.

All non-emergency maintenance and repair requests should be reported by submitting an online form at <http://www.housing.umich.edu/fixit/index.php> or by calling 76-FIXIT (763-4948). Emergency requests (such as loss of electricity, gas leak, water problem, or heat problem) should be called in to 76-FIXIT if it is during regular hours (Monday-Friday, 7:30 am-4:00 pm). For *after-hours emergency services only*, call the University Plant Operations Call Center at 647-2059. Emergency situations are defined on the FIXIT Web site at <http://www.housing.umich.edu/fixit/>.

When You place a FIXIT request You are granting permission for maintenance/facilities personnel to enter Your Apartment if You are present or not. FIXIT personnel will leave a notice showing that they have responded and indicating whether the problem has been resolved.

FIXIT staff will respond to non-emergency requests within 24 hours when possible. Most responses to routine requests take place Monday-Friday, 7:30 am to 4:00 pm, although occasionally they will take place in the evening. Responses to emergency requests are made as soon as possible after the request is received.

You are responsible for the initial handling of these common maintenance problems:

- Lighting pilot lights on the kitchen stove or oven. A pilot igniter is available in all units.
- Plunging clogged toilets.
- Unclogging garbage disposal. Residents are provided with a wrench and instruction card under the kitchen sink.
- Replacing burnt-out light bulbs (refrigerator, stove, or ceiling).

If Your efforts to resolve these problems are not successful, You should submit a service request by contacting FIXIT. Other concerns such as condition of furniture and appliances, grounds or snow removal problems, parking issues, lock-outs, cable TV, and questions concerning programs and services should be directed to the Community Center during regular business hours.

Electrical System

Some electrical outlets are controlled by wall switches. If an outlet does not appear to work, make sure the plug is securely in the electrical socket then turn on the wall switch. If the outlet still does not work, check the circuit breaker panel. If a circuit breaker is off and You can switch it on, the circuit is working. When a circuit breaker cannot be switched to the on position, the circuit may be overloaded. Unplug some appliances and try the breaker again. If the problem persists contact FIXIT.

Circuit breaker panel locations

Northwood I

- Efficiencies: walk-in closet
- One-bedroom: hall closet
- Two-bedroom: the cabinet above the washer/dryer space

Northwood II

- One-bedroom: kitchen closet
- One-bedroom Economy: walk-in closet
- Two-bedroom: first floor closet

Northwood IV

- Basement

Northwood V

- Basement

Heat

Northwood I and II

The boilers which provide heat to the Apartments at Northwood I and II are turned on in the fall when temperatures below 45°F (7°C) are predicted for several evenings. This usually occurs in early October, but will vary slightly from year to year. These Apartments have hot water heat. Keep areas around heating units clear and radiators dusted to allow maximum heat circulation.

Central controls turn the heat off when the outside temperature reaches 60°F (15°C). In most Apartments, slight individual adjustments may be made using a control valve.

Northwood IV and V

Heat is controlled by an adjustable thermostat. Keep floor vents clean and clear of obstructions for maximum efficiency. Thermostats are calibrated for a maximum temperature setting of 75°F (24°C). Overriding or tampering with the thermostats creates a potentially serious hazard and is a Contract violation. The University recommends that thermostats be lowered to 60°F-65°F (15°C-18°C) at night when everyone is sleeping and when the Apartment is unoccupied. This helps save energy. However, setting thermostats below 55°F during the heating season could cause water lines to freeze. You can request a high setting thermostat (50°F-90°F) at the Community Center front desk for an additional cost to cover installation and utilities expense.

Missing Persons

If circumstances arise which indicate that a resident is missing from University Housing, Professional Staff employed by University Housing will conduct a preliminary investigation to obtain an explanation for the absence. If a reasonable explanation cannot be obtained or if the investigation suggests possible danger for the individual, the Department of Public Safety will be contacted and they will make contact with the confidential contact who was identified by the resident upon check in. For more information related to missing persons procedures and protocols, please contact the Community Center.

Occupancy Limits

Numbers in parentheses are the maximum number of household members and occupants Contractually permitted for the specified resident type;

Families (see Household Member Policy):

Efficiency Apartments (2)

Economy and One-bedroom Apartments (3)

Two-bedroom

- Northwood I and II (4)
- Northwood IV and V (5)

Three-bedroom

- Northwood IV and V Row Style (6)
- Northwood IV L-Shape, Northwood V Square and I-Shape (7)

Roommates – Shared Apartments:

Two-bedroom

- Northwood I, II, IV and V (2)
- Two-bedroom with Study
- Northwood IV and V (2)

Basements are not a living space and can be used for only for storage. If you store any items in the basement, do so at your own risk. It is expected that each resident secure Renter's Insurance. (See *Renter's Insurance*.)

Parking and Motor Vehicle Operations

Northwood residents living in Northwood I, II, IV and V may apply for permits as follows:

- Single residents – one permit
- Families with spouse or partner – up to two permits

Each household must have at least one licensed operator for each vehicle for which a permit is requested. All vehicles are required to have current license plates, vehicle registration, and must be registered in the name of the Contract Holder and/or domestic partner. All vehicles not registered to immediate family members (such as a spouse/partner or parents) must be approved by a Community Center Office Supervisor. Residents may apply for parking permits at the Community Center front desk or online at www.housing.umich.edu/northwood/parkingapp. Parking permits fees and policies are available online.

Each resident who receives a permit will be assigned to a specific parking lot. The permit does not guarantee that a parking space will always be available in the specified lot. If no space is available in an assigned lot, vehicles with permits may be parked in other Northwood lots, subject to the same rules. All vehicles displaying Northwood permits must be in operable condition (no flat tires, not on blocks, etc.), and must be used on a regular basis (at least once every two weeks). Motor homes, trailers and boats are not allowed in Northwood lots. Noncompliance of parking rules and regulations may result in loss of parking privileges and/or Contract termination.

All permits must be attached to the interior lower right (passenger) side of the front windshield and be in plain view at all times. Hang-tags must hang from the rear view mirror with vehicle information facing out. The parking or operation of motorized vehicles off roadways or parking lots is strictly prohibited.

Selling Your permit(s) to other people is a Contract violation and could result in Contract termination with responsibility for full payment of Contract. All permits expire on June 30th regardless of when issued.

Temporary Vehicles

All temporary vehicles used by residents, such as those which are rented or on loan, are required to have a temporary permit. These permits are available at the Community Center with proper documentation. Residents selling and newly acquiring a vehicle are eligible for a temporary vehicle permit for up to 30 days for a fee..

Guest Parking

Guests may park in designated visitor parking spaces or with a guest permit. Guest permits are

available at the Community Center for a fee. Guest permits, which must hang from the rear view mirror, authorize parking in non-visitor spaces only.

Motorcycles

Motorcycles may park without charge or permit in “Motorcycle Only” areas. However, if parked in a regular automobile space, rules for regular vehicles apply.

Personal Property and Liability Protection

Renters Insurance

The University and University Housing does not assume any liability for loss, theft or damage to the personal property of residents in any University Housing Apartment or residence hall location including parking lots. You are strongly encouraged to maintain appropriate insurance coverage on Your personal property, including automobiles.

Any claim by You for reimbursement of damaged personal property is reviewed by the University's Risk Management Office with a strong presumption of no liability as stated above. It is highly recommended that You secure renter's insurance that specifically covers damage or loss due to flooding or fire.

You are required to register Your vehicle in accordance with the laws of the state of Michigan, and to maintain insurance coverage on any automobile parked in Northwood Community Apartments parking lots. The University assumes no liability for theft or damage to a vehicle parked in University-owned and operated parking lots. Any claims for reimbursement for damaged personal property are reviewed by the University's Risk Management Office with a strong assumption of no liability as stated above.

Pets

Possession of birds, cats, dogs, reptiles or other animals or rodents in any Northwood Apartment or public space is not permitted, except as described below. You are permitted to keep fish in the Apartment under the following conditions:

- Fish tank size cannot exceed 30 U. S. gallons.
- Flesh-eating species (e.g., piranha) are not permitted.
- All Contract Holders in the Apartment agree to have a fish tank in the Apartment.
- You must ensure that the electrical connection to the fish tank is safe, and that other potential hazards have been properly accounted for.

Generally, pets are not allowed. However, certified service animals that assist people with disabilities are permitted as required by law. Documentation regarding the need for a service animal, as well as what services/tasks they perform, is required when making such an accommodation request. Please contact the Housing Information Office (734-763-3164) to obtain information on the review and approval processes that must be completed prior to bringing such animals into any Northwood Apartment or public space.

Phones

Your phone service is provided by the University's Information Technology Communications (ITCom). This service is active upon move-in. Your phone number is printed on your Contract. Telephone instruments are not included as part of your telephone service. You will need to provide your own instrument. Telephone service includes unlimited campus and local area calls. To make long distance phone calls, You will need to obtain a unique long distance authorization code (authcode). To get your authcode log on to the ITCom website <http://www.itcom.itd.umich.edu/telephone/reshalls.html>.

Charges for long-distance calls made with your authcode will be included in your monthly University Account. These charges must be paid in full each month. Additional information regarding second lines, voice mail, and other services offered by ITCom can be downloaded at www.itcom.itd.umich.edu/telephone/reshalls.html.

Recycling

The community and the University of Michigan are dedicated to protecting the environment, preserving natural resources, conserving energy, and recycling. Small recycling bins for mixed containers and mixed paper are provided in Your Apartment and larger bins are located in the parking lots near the solid waste containers. Visit the recycling Web site at <http://www.recycle.umich.edu>.

Safety and Security

As part of its compliance with the Federal Campus Security Act of 1990, the University of Michigan annually publishes the Campus Safety handbook. This document includes important information about campus safety policies, crime prevention services available to students, and crimes statistics for the previous year. Copies of the handbook are available from the Department of Public Safety, (734) 763-3434, or online at www.umich.edu/~safety.

General Security

- Lock Apartment doors and windows and use the sliding-glass door security bar when leaving Your Apartment even for a short period of time.
- Do not climb on or allow small children to climb on windows and/or push on window screens. Screens are primarily intended to keep pests out. They are not designed to withstand the weight of a child.
- When You will be away for an extended period of time ask Your Community Aide to withhold delivery of flyers and newsletters and notify DPS by submitting an Absence Notification form found at http://housing.umich.edu/northwood/absence_form.html.
- Promptly report non-working parking lot and street lights to the Community Center front desk at 764-9998.
- Report all suspicious activity to the Department of Public Safety.
- Keep vehicles locked at all times and store valuables out of sight.

Fire Safety

Every Apartment is furnished with a fire extinguisher and at least one smoke detector. Periodically check the fire extinguisher gauge to be certain that it is fully charged. Engage the test button on the smoke alarm monthly to be sure that the detector is operating properly. If either the fire extinguisher or smoke detector needs service, request it by visiting the Web site at <http://www.housing.umich.edu/fixit/index.php> or by calling 76-FIXIT.

- Dial 911 to report a fire or other emergency.
- Always turn the stove or oven off when not in use or when no one is in the Apartment.
- Do not use stove or oven as heat source.
- Do not leave burning candles unattended.
- Unplug electrical appliances when they are not in use.
- Always use UL approved extension cords, appliances and electronic equipment.
- Do not run extension cords under carpets, hang them from nails, or staple them to walls, and never run them outside.
- Always turn clothes dryer off when no one is in the Apartment. Clean dryer lint filter after each use.
- Do not bring natural cut trees into an Apartment or townhouse.
- Do not use charcoal burning grills inside the Apartments or townhouses and do not empty charcoal ashes into the trash dumpsters until they have completely cooled.
- Torchiere-style halogen lamps are prohibited. However, torchiere lamps with compact fluorescent bulbs are permitted.
- Carbon Monoxide (CO) detectors are installed in all Apartments that have gas furnaces (Northwood IV and V) or gas dryer hook-ups (Northwood I, IV, and V). The small unit is located on a wall outside the bedroom area and will sound an alarm if CO is detected or if the battery is low. If an alarm sounds, call 76-FIXIT during normal operating hours or the Plant Operations Call Center at 647-2059 after-hours.

Children's Safety

- Children's wading pools must be emptied and left inverted or standing when the children are not immediately supervised by an adult.
- Infants and toddlers should be supervised at all times when playing in common areas.

- School bus safety: All drivers must stop for school buses that are loading or unloading children. Failure to stop is a violation of state law and carries a fine of \$400 or more.
- Children should be instructed to use playground equipment for purposes for which they were originally intended.
- Report hazardous or broken playground equipment to 76-FIXIT.
- Bicycles and child-size battery-operated cars should be ridden slowly and with extreme care in courtyards and other common areas.
- Children who are unable to maintain complete control at all times should not be allowed to ride unsupervised. Helmets should be worn at all times.
- No motorized vehicle, including motorcycles and mopeds, may be operated or parked off roadways or parking lots.

Smoking

All areas of Northwood Community Apartments are designated nonsmoking. Smoking in or immediately outside an Apartment, by You or Your guests, is prohibited. Smokers are strongly encouraged to be respectful of nonsmokers who may be allergic and/or who may want to minimize their exposure to the health risks of second-hand smoke. When smoking in outside public areas You are asked to be considerate of others to ensure that smoke does not enter Apartments through open windows or doors. You or Your guests who smoke are asked to do so a reasonable distance away from any buildings and outdoor gathering areas such as benches and picnic areas, children's play areas, and courtyards, so that smoke does not disturb neighbors. All cigarette and cigar butts must be disposed of appropriately.

Littering with smoking materials, such as cigar or cigarette butts, is unacceptable.

See the Northwood Community Apartments Community Living Standard 3.6 *Smoking* for more information.

Snow Removal

Snow is removed after major snowfalls from the main connecting walks and parking lot driving lanes. Individual Apartment steps and walks are Your responsibility. Shovels are available for use at the Community Center front desk. Call the Northwood Community Center front desk staff at 764-9998 with any snow removal concern or questions.

Storage

All storage areas, including basements, are for resident use only. Termination of the Contract also terminates Your right to use storage areas and mailboxes. The University is not liable for any loss or damage to any stored property.

The Apartments in Northwood I and II have one storage unit per Apartment that is managed and maintained by the Contract Holder. You must supply Your own padlock for Your storage unit. If there is more than one Contract Holder in the Apartment, You are jointly responsible for setting up guidelines for sharing the storage space. All storage rooms and closets are susceptible to possible, unpredictable water from sources such as broken pipes, clogged drains, and foundation cracks. It is highly recommended that You maintain appropriate insurance coverage on Your personal property. Personal property left in the aisles of storage areas is considered a potential safety hazard, and will be removed at Your risk and expense. You are not permitted to store combustible or hazardous items in the storage units.

Northwood I and II have storage lockers and are available at the locations listed below:

- Northwood I

Lockers are located in 1588 Cram Circle .

- Northwood II

Lockers for buildings 1789, 1825, 2345, 2323, 2361, 2349, 2385, and 2403 are located in 1793 Beal.

Lockers for buildings 1725, 1737, 2203, 1697, 1763, 1781 and 1757 are located in 1735 Cram Circle .

Lockers for buildings 2364, 2394, and 2414 are located in 2356 Bishop.

Lockers for buildings 2201, 2231, 2249, are located in 2204 Cram Place .

Lockers for building 2213, Apartments 2 and 4 are located in 2204 Cram Place .

Northwood IV and V have full basements for storage purposes only. The basements may not be utilized for sleeping quarters of adults or minor children at any time. Many units also offer an exterior storage or “mud” closet.

It is recommended that all stored items be kept at least six inches off the basement floor to avoid possible water or moisture damage. Grounds staff can provide wooden pallets for basement storage in Northwood IV and V. All storage rooms, closets, and basements are susceptible to moisture and possible water damage due to unpredictable water seepage from such sources as broken pipes, clogged drains, and foundation cracks. Do not store any items in the yellow taped areas in the basement. Do not attach anything to or hang anything from plumbing fixtures, air ducts, and/or electrical conduits. When you store items, you do so at your own risk. Maintain proper renter’s insurance for coverage of your personal property. (See *Renter’s Insurance*.)

Subcontracting Your Apartment

Realizing that a number of residents leave Ann Arbor during the summer months to work on

research or return home to visit family, University Housing allows the Subcontracting of Your Apartment during the period of May 1st through August 31st. Subcontracting is when a primary resident rents their entire Apartment under a Subcontract for a limited period of time. Subcontracting of individual rooms in an Apartment is not permitted unless it is a single graduate with a Contract for a shared Apartment with a roommate. Subcontracting to other University of Michigan affiliates is ordinarily allowed with certain restrictions and is subject to approval by the Housing Advisor at the Housing Information Office or designee.

- Subcontracts are allowed between May and September if the resident holds a valid Contract through June of the following year, is current in their rent, and retains affiliation status. The primary Contract Holder must intend to reoccupy the Apartment at the termination of the Subcontract.
- The Subcontract Holder must be affiliated with the University of Michigan as a student or staff member. The Subcontract Holder must also meet the eligibility requirements for living in the Apartment (i.e., a staff member cannot Subcontract a shared Apartment where there is a roommate).
- If an Apartment is subcontracted illegally, University Housing reserves the right to deny Your Subcontract Holder access to the Apartment in the event of a lockout and to deny requests for maintenance. You are also in breach of Your Contract and subject to termination. If Your Contract is terminated, You will also be responsible for a fee of \$500 as liquidated damages for the cost and administrative efforts by the University in attempting to find a new Contract Holder. This fee is in addition to all other damages and remedies arising from Your violation of the Contract. (See *Contract Reassignment*.)
- Rent remains payable to University Housing the last day of the month for the following month.
- University Housing and the University of Michigan will not assume responsibility for any financial arrangements made between You and the Subcontract Holder.
- You are solely responsible for all rent payments, cable charges, and any damage to the Apartment or any violation of the terms of the original Contract that occurs during the Subcontract period.
- You must resume occupancy and the Subcontract Holder must vacate the Apartment by September 1.

Once You find a person who meets the eligibility requirements, contact the Housing Information Office at housing@umich.edu to process the Subcontract.

Utilities

The University shall pay all normal or routine charges or costs for gas, water, heat, electricity, garbage removal, local University telephone service and DSL data connectivity. You shall pay for any additional charge or cost resulting from Your extraordinary demand or use of these services. You may have gas dryers installed at Your expense in Northwood I, IV or V. (See *Laundry Facilities*.)

Building a Community through Individual Responsibility: The Statement of Student Rights and Responsibilities and Northwood Community Apartments - Community Living Standards

Northwood Community Apartments rules and regulations are known as Northwood Community Apartments, Community Living Standards (NCACLS) and apply to all residents, dependents, other occupants of the Apartments, and their visitors. All residents are expected to be familiar with and abide by these Standards, in addition to the terms and conditions of the Northwood Community Apartments Contract, and the University's Statement of Student Rights and Responsibilities. The Statement outlines unacceptable behavior by any student in all campus realms and articulates the process by which students can be sanctioned for violations. You are asked to carefully read the standards, expectations, and policies identified below and to address questions about any section for which You need further clarification to the Director of Northwood Community Apartments or designee for final determination.

The complete text of the Statement is available in the University Policies for Students handbook and on the Office of Student Conflict Resolution (OSCR) Web site at <http://www.umich.edu/~oscr/>.

Northwood Community Apartments Contract Holders, as well as dependents, household members, guests and visitors, are required to comply with the following regulations which are hereby incorporated as part of the Contract.

Violations of the University Statement of Student Rights and Responsibilities

The following behaviors contradict the values of the University Community, and are subject to action under the *Statement*:

- A. Physically harming another person including acts such as killing, assaulting, or battering
- B. Sexually assaulting another person
- C. Sexually harassing another person (as defined in “Definition of Sexual Harassment” in *Policies for Students: University of Michigan* <http://www.studentpolicies.dsa.umich.edu>).
- D. Hazing*
- E. Stalking or harassing another person
- F. Possessing, using, or storing firearms, explosives, or weapons on University-controlled property or at University events or programs (unless approved by the Department of Public Safety; such approval will be given only in extraordinary circumstances)
- G. Tampering with fire or other safety equipment or setting unauthorized fires
- H. Illegally possessing or using alcohol
- I. Illegally distributing, manufacturing, or selling alcohol
- J. Illegally possessing or using drugs
- K. Illegally distributing, manufacturing or selling drugs
- L. Intentionally and falsely reporting bombs, fires, or other emergencies to a University official

- M. Stealing, vandalizing, damaging, destroying, or defacing University property or the property of others
- N. Obstructing or disrupting classes, research projects, or other activities or programs of the University; or obstructing access to University facilities, property, or programs (except for behavior that is protected by the University's Policy on *Freedom of Speech and Artistic Expression*)
- O. Making, possessing, or using any falsified University document or record; altering any University document or record, including identification cards and meal cards
- P. Assuming another person's identity or role through deception or without proper authorization. Communicating or acting under the guise, name, identification, e-mail address, signature, or indicia of another person without proper authorization, or communicating under the rubric of an organization, entity, or unit that You do not have the authority to represent
- Q. Failing to leave University-controlled premises when told to do so by a police or security officer with reasonable cause
- R. Conviction, acceptance of responsibility or acceptance of sanctions for a crime or civil infraction (other than a minor traffic offense) in state or federal court if the underlying behavior has a serious impact on the University community
- S. Misusing, failing to comply with, or jeopardizing Statement procedures, sanctions, or mediated Contracts/agreements, or interfering with participants involved in the resolution process
- T. Violating University computer policies

* Some common definitions of hazing currently in use at the University can be found at www.studentpolicies.dsa.umich.edu/hazingpol.htm. See <http://umich.edu/~nohazing/whatis/html> for more about hazing.

Northwood Community Apartments Community Living Standards

The Northwood Community Apartments Community Living Standards (NCACLs) 1.0 through 8.0, are additional expectations that apply to behaviors that violate the values of the Northwood Apartment community. All residents are responsible for adhering to and upholding the NCACLs as well as all tenets of the Statement of Student Rights and Responsibilities.

NCACLs 1.0 Community Responsibility

1.1 General Laws Standards

Residents must be in compliance with all federal, state, local, and University laws, ordinances, and regulations on conduct, health, safety, and other matters concerning activities on or conditions of the Premises and common areas.

1.2 Involvement in Infractions

Residents must act in good faith and remove themselves from situations that may violate the Community Living Standards and/or the Statement of Student Rights and Responsibilities and to

report such violations to Housing staff. It is prohibited to facilitate a violation or to remain present while a violation occurs. (e.g., stay in a Northwood Apartment where drugs are being sold).

1.3 Failure to Comply

Failure to comply with verbal, written or published instruction by Housing staff members, when they are working within the appropriate performance of their duties, is prohibited. Abusive language or other behavior which is threatening and directed toward University staff, including resident staff, is prohibited and subject to disciplinary action. Additionally, You are required to present proper University identification to University staff in a cooperative manner when requested.

1.3a Failure to Respond to a Notification

Failure to make contact with Housing officials or resident staff, when requested to do so, is a violation. Requests for responses will most likely be communicated in the following ways: a letter through US mail or placed on the residents Apartment door clip, e-mail message to their umich account, telephone call and/or voice mail message.

1.3b Failure to Meet

Failure to maintain an appointment with Housing staff regarding an investigation of alleged violations of the Community Living Standards and/or the Statement of Student Rights and Responsibilities is prohibited. Residents are expected to contact Housing staff and reschedule if a conflict occurs. Failure to meet with staff will not preclude the continuation of the conflict resolution process. Failing to meet constitutes a separate violation from the original.

1.3c Failure to Fulfill a Sanction

Failure to comply with sanctions imposed by University Housing or the Office of Student Conflict Resolution is prohibited.

1.4 Supplying False Information

It is a violation to supply Housing staff with false or misleading information deliberately, when information is needed for an official purpose.

1.5 Failure to Accept Roommate

Refusing to accept a roommate or impeding University Housing's effort to make an assignment to a vacant space is prohibited.

1.6. Possession of Stolen Goods

The possession of stolen property is prohibited in Northwood Community Apartments and on University property.

2.0 Safety in Apartment Communities

2.1 Obstruction of Grounds

Entrances, sidewalks, passages, stairways, landings, vestibules, and planter areas, as well as all other common areas of the grounds, may not be obstructed or used for storage of personal

property, particularly when it jeopardizes ingress, egress, University property, or the health and safety of the community. The University reserves the right to remove personal property left in public areas, at Your expense, if in violation of this requirement. Personal possessions should be stored in areas specifically designated for storage, such as storage bins and closets. Townhouse residents may leave personal items on their rear patios at their own risk. Outside clotheslines, whether temporary or permanent, may not be installed by residents.

2.2 Housekeeping and Pest Control

In order to reduce fire hazards, prevent insect or rodent infestation or other health concerns, and increase the longevity of the facilities, You are asked to maintain high standards of housekeeping and cleanliness. The Apartment and furnishings must be kept clean and sanitary. To avoid fire or attracting pests, do not wrap kitchens walls, cabinets, or stoves with foil or other coverings. Garbage should not be placed in stairways, breezeways, vestibules, patios, storage lockers, or anywhere other than in the dumpsters located adjacent to the parking areas throughout Northwood Community Apartments. You are expected to call 76-FIXIT promptly if insect or rodent activity is discovered and cooperate fully with the University's prevention and/or treatment program for the elimination of pests on the premises.

2.3 Creating an Unsafe Environment/Endangerment

Any behavior or practice that is injurious to the Apartment or the University, can cause injury, or an unreasonable disturbance to others, is prohibited. Any behavior or action that inadvertently causes or could reasonably cause life-threatening physical injury or serious property damage is prohibited. Pranks that create a safety hazard are not permitted. The use of laser pointers in residential locations with the purpose or result of causing irritation, injury or anger is not permitted.

2.4 Fireworks, Explosives or Dangerous Chemicals

Transport, possession, manufacture, use, sale or distribution of fireworks, ammunition, explosives, flammable liquids and all other hazardous materials is not permitted. Residents are forbidden to possess potentially hazardous materials, to conspire to damage the sanitary and safe environment of the Apartment or Northwood community or to engage in activities that do so.

2.5 Throwing or Hanging Items from Building or Attaching Items to Outside of Building

The throwing, dropping, propelling, pouring or hanging of anything from windows, balconies, ledges and landings is strictly prohibited. Nothing may be attached to or hung over any part of the outside of the building.

2.6. Fire Safety/Hazards

All members of the community are expected to be conscious of the welfare of others at all times and may not knowingly or recklessly set a fire, tamper with any fire alarm or fire safety device, falsely report a fire, or fail to report a fire. It is prohibited to keep any item(s) that may pose a fire hazard in an Apartment/room

2.6a Failure to Report a Fire

Failure to report a fire is in violation of the NCACLS.

2.7 Prohibited and Regulated Items

- The use of air conditioners requires authorization from the Community Center
- Mercury thermometers are prohibited
- Gasoline, propane tanks, highly flammable substances, fireworks, explosives of all kinds, waterbeds, halogen lamps and cut trees are prohibited
- Possessing, using, or storing firearms anywhere in the Northwood Community Apartments is prohibited, unless approved by the Department of Public Safety. Such approval will be given only in extraordinary circumstances
- Clothes washers and dryers may be installed in Northwood I, IV, and V only
- Pianos and organs are permitted in all Northwood units with the exception of Northwood II two-bedroom units; not all pianos will fit all locations
- Freezers, dishwashers and additional refrigerators are allowed in Northwood IV and V townhouses only
- Additional locks, latches, or similar devices may not be installed on any Apartment entrance door or interior doors. No keys other than those provided by University Housing shall be made or used
- Check the floor plans and room dimensions prior to bringing a queen-size bed or larger. Not all bedrooms can accommodate larger than a twin- or full-size bed.
- Other items may be excluded or regulated, which in the reasonable judgment of University Housing, present a danger to persons or property. (Notice will be provided to residents.)

2.8 Violence

The University of Michigan is committed to creating a community free from violence, which is a serious violation. This includes, but is not limited to, physical assault, sexual assault or harassment, dating violence, domestic violence, stalking, threats, reckless endangerment to others, intimidation, and indecent exposure, whether against family members, visitors, or other residents, and whether conducted in person, via telephone, FAX, or computer transmissions.

2.9 Pets

The presence of animals in the Apartments is forbidden, including visiting pets, except as required by law or fish as described below. When an unapproved animal is known to be in a unit for any period of time, the resident(s) will be required to promptly remove the animal(s).

Aquarium non-carnivorous fish in a 30 gallon tank or smaller are permitted. Care must be taken to ensure that the electrical connection to the fish tank is safe and that other potential hazards have been properly accounted for. Owner must ensure the maintenance of the fish and tank. In shared Apartments, all residents must agree on placement of tank if in common areas.

3.0 Alcohol and Other Drugs in Northwood Community Apartments Communities

All University Housing facilities and their residents are required to be in compliance with state and local law regarding alcoholic beverages and all federal, state and local laws regarding illegal drugs will be strictly enforced. In addition, the federal “ Drug-Free Schools and Communities Act Amendments of 1989” require the University to have a specified alcohol and drug policy. The University's Student Policy on Alcohol and Other Drugs

(www.studentpolicies.dsa.umich.edu) became effective on September 1, 2000, and serves as the overarching document on this topic. It is the University's goal to educate members of the University community about the health risks associated with the use and abuse of alcohol and other substances, and about the campus and community resources available for counseling and therapy.

Because of the special nature of alcohol and other drugs, violations involving these substances may receive special attention. For example, cumulative infractions receive progressive sanctioning; that is, if You violate the University's alcohol policy, You will receive increasing attention from University officials for each additional infraction. Also, if a resident is in physical danger from using alcohol or drugs, University officials may intervene. Under a provision of an amendment to the federal Higher Education Act which went into effect in October 1998, University Housing, as an agent of the University, may directly contact the parents or legal guardians of any resident under the age of 21 who is transported to a medical facility due to alcohol poisoning, drug overdose or any emergency situation related to alcohol or drug use that requires emergency transportation and hospital medical treatment.

3.1 Events and Alcohol

Advertising that implies or explicitly cites the availability of alcohol at any function or party, private or otherwise, is expressly forbidden. Advertising a cover charge to be collected at the event or an admission payable in advance is also prohibited. Sale of cups and mixers to be used for alcohol is prohibited anywhere in Northwood Community Apartments.

3.2 Residents over the Age of 21

If You are 21 years of age or older You may bring small amounts of alcohol for personal consumption into Your own Apartment. Alcohol may not be used anywhere else in the community. Residents who choose to use alcohol legally are expected to do so in a responsible manner. Irresponsible and inappropriate behavior, where alcohol is a contributing factor, will not be tolerated. Intoxication is never an excuse for misconduct or infringing upon the rights of others.

Kegs or other common sources of alcohol are not permitted in the Apartments, even when residents are over the age of 21.

It is the intent of University Housing to encourage individual, responsible decision-making regarding alcohol by stressing moderation, safety and individual accountability for those who choose to drink, and fostering an atmosphere free of coercion for those who choose not to use alcohol.

3.3 Prescription Drugs

Prescription drugs must be taken by patients only for the intended use and in the prescribed manner as directed by their designated medical professional.

3.4 Inhalants

All chemicals, substances or other products that have mood-altering capabilities are prohibited except for their singularly and legally intended use.

3.5 Drug Paraphernalia

Possession of drug-related paraphernalia (e.g., bong, roach clip, hookah/water pipe, hash-style pipe) is prohibited.

3.6 Smoking

The University of Michigan is a smoke-free campus. Smoking in or immediately outside an Apartment, by residents or their guests, is prohibited under the terms of the Contract. You are asked to be considerate of others when smoking outside to ensure that smoke does not enter Apartments through open windows or doors. Smokers are strongly encouraged to be attentive and respectful of non-smokers who may be allergic and/or who want to minimize exposure to the health risks of second-hand smoke. You or Your guests who smoke are asked to do so a reasonable distance away from any buildings and outdoor gathering areas such as benches and picnic areas, children's play areas, and courtyards, so that smoke does not disturb neighbors.

Littering with smoking materials, such as cigar or cigarette butts, is unacceptable.

4.0 Gambling

Gambling in Apartments in violation of federal, state and local laws is prohibited.

5.0 Noise and Quiet Hours

You are asked to observe the academic nature and close quarters of the community and should not make or permit excessive noise to emanate from Your Apartment. Specifically, You should not play and/or practice any musical instrument, radio, stereo, computerized or musical amplifier, television, or create/permit other noise or conversation loud enough to be heard in surrounding Northwood Apartments between the hours of 9:00 p.m. and 9:00 a.m. every day, including weekends. You are also asked to be considerate within reason of disturbing noise levels at other times when requested by neighbors.

Due to the close nature and shared walls of the Apartments, normal activities such as walking across floors or up and down stairs, talking on the phone, taking showers, and children crying or playing are some examples that do not constitute noise violations. Many residents residing in Apartments have varied academic or professional lifestyles and schedules that may result in various living noises. Some residents may find these living conditions either inconvenient or disturbing at times. Therefore, neighbors are strongly encouraged to contact and discuss noise differences in a respectful and civil manner with each other.

University Services and Property

6.1 Cable Television

All Apartments are wired to receive cable at an additional per resident subscription fee. It is a violation of city, state and federal statutes, as well as of these NCACLS, to tamper with cable equipment, line connections or hook-up in resident Apartments, corridor equipment closets or building equipment closets.

6.2 Keys

Unauthorized use, possession or duplication of Apartment keys is strictly prohibited. Additional locks or locking devices attached to Apartment doors are not permitted.

6.3 Property

Respect the property of others. You may not damage or endanger the property of others, or, without authorization, remove or be in possession of property of others. The unauthorized entry into any University facility is also prohibited.

6.4 Plumbing Care

Toilets, sinks, and other plumbing fixtures may not be used for any purpose other than those which they were designed for; no sweepings, diapers, sanitary napkins, flushable wipes, rubbish, ashes, matches, razor blades, grease, automotive fluids, paints, or other improper substances should be placed in them.

6.5 Environmental Responsibility

Northwood Community Apartments and the University of Michigan are dedicated to protecting the environment, preserving natural resources, conserving energy, and recycling. As a result, all residents are requested to conscientiously participate in all energy conservation and recycling efforts and to refrain from unnecessarily polluting the environment. This includes, but is not limited to, depositing garbage anywhere other than in dumpsters, depositing recyclable items anywhere but in the appropriate containers; no disposing of oil, grease, gasoline, or other automotive fluids on the grounds, in storm drains, or in plumbing receptacles.

6.6 Solicitation in Northwood Community Apartments

Northwood Community Apartments serves a primary purpose of providing an atmosphere conducive to study and academic pursuit while also providing a comfortable, safe, and supportive living environment for residents, their spouses or partners, and children. Solicitation and electoral and non-profit canvassing of residents is permitted under the following terms and conditions:

- Solicitors must agree to abide by all applicable laws and University ordinances and regulations while on University Housing grounds.
- Commercial companies, non-profit organizations, candidates or elected officials, and other organizations are permitted to send representatives door-to-door in Northwood Apartment areas from 10 a.m. – 7 p.m. only. This requirement is to help ensure the maximum possible level of personal safety for children and adults living in Northwood Community Apartments, especially after dark.
- Researchers interested in surveying residents as part of an ongoing research effort are required to obtain prior approval from the Housing Research Office, 1500 Student Activities Building, 647-3785, before conducting any research activities involving Northwood Community Apartments residents. Requests to conduct any kind of research or survey require a two-week advance submission and are not automatically approved.
- If You do not wish to have contact with any solicitor, place a “NO SOLICITATION” decal on Your outside door. These decals are available at the Community Center front desk free of

charge. All solicitors are expected to adhere to this “NO SOLICITATION” posting and not make any contact with the residents of a unit with such a posting.

- You are encouraged to contact either the Community Center or the Department of Public Safety to report potential violations of this policy. Any individual or organization soliciting within Northwood Community Apartments grounds that violates any term or condition of this policy may be ordered to leave, or be escorted from the premises by Public Safety.
- Individuals or organizations who violate these policies and expectations while on Northwood Community Apartments grounds may be prohibited indefinitely from further activity and may be subject to other actions as applicable under law. Individual residents or groups of residents may invite a commercial vendor to their Apartment for purposes of a commercial solicitation, project demonstration, show, or similar event. Any such solicitation is subject to the Michigan Home Solicitation Act, MCLA 445.111, et seq. With this type of solicitation, sales may not be consummated at the demonstration site or on the assigned date of the event; residents interested in making purchases may make appointments with sales representatives to do so in their own Apartments at a later date. Residents must be guaranteed three business days to cancel their order with full refund.

6.7 Operating a Business

You agree to use the Apartment in a quiet, peaceable, and lawful manner for residential purposes only. However, use of the Apartment to conduct a business or commercial enterprise shall be permitted, provided that; a) the Apartment is used primarily as a living place; b) advertisements or signs are not placed on any portion of the inside or outside of the building or related areas which are not reserved for notices; and c) conduct of the business does not result in the violation of any other Community Living Standard or University regulation.

7.0 Guest Policies

7.1 Guests and Behavior

Guests are defined as family members, friends or other persons related to or affiliated in any way with You. You are responsible for the behavior of Your guests and must inform them of University Housing policies. You are not permitted to host any individual who has an active trespass restriction prohibiting entry into Northwood Community Apartments.

7.2 Guests and Roommate Rights

It is expected that roommates discuss their preferences with respect to all visitation in the Apartment. Visitation of one roommate should not infringe on the rights of other roommates.

7.3 Occupations of Resident Apartments

Resident Apartments are to be occupied only by those assigned to the Apartment by University Housing and are not to be occupied by or loaned to other residents or non-residents.

8.0 Children's Safety

The care and safety of residents' children is of the utmost importance to the community. Children may not be left for any period of time without adult supervision. Parents and/or legal guardians are held responsible at all times for the behavior of their children. The University retains the

right to use all available Contract provisions and to cooperate with any local or state agency when cases of child neglect or abuse are made known.

Responses to the Statement of Student Rights and Responsibilities and Violations of Northwood Community Apartments Community Living Standards (NCACLS)

Allegations of violations of the Northwood Community Apartments Community Living Standards and the Statement of Student Rights and Responsibilities may be reported by residents to the Department of Public Safety, a Community Aide, or the Community Center.

Statement of Student Rights and Responsibilities

The Office of Student Conflict Resolution (OSCR) handles alleged violations of the Statement of Student Rights and Responsibilities only. The Resolution Coordinator (RC) meets with the complainant and the student who has allegedly violated the Statement. The RC assists both parties through OSCR's resolution process, which may involve mediation, informal resolution, or arbitration. OSCR also has an obligation to inform schools or colleges of Statement violations of any student who is in a graduate level program(s).

Contract Violations by non-student residents

The University Housing Contract is a legally binding Contract to which parties have pledged fulfillment. As per the terms of the Contract; non-student and/or University staff classification Contract Holders who violate not only the NCACLS, but the law, may also be subject to civil or criminal prosecution. Prosecution does not preclude parallel disciplinary action by the University as well as the Statement of Student Rights and Responsibilities or a breach of the Contract.

Documentation of Possible Violation(s)

When possible violations of the Statement of Student Rights and Responsibilities or the Northwood Community Apartments Community Living Standards are observed they are generally documented by residents, staff members and/or Housing Security/POS officers. The information report is submitted to the office of the Director of Northwood Community Apartments.

Emergency Housing Removal

If the Director of Northwood Community Apartments or designee determines that a resident's actions indicate that the resident's continued presence in the Apartment poses an imminent danger to persons or property, the Director or designee may take emergency action by serving the resident with a notice to vacate the Apartment immediately and not return, pending further investigation. University Housing reserves the right to change the door locks in order to reinforce this action. Before, or within 24 hours after such emergency removal is imposed, the resident shall be given an opportunity to meet with the Director or designee, or the Resolution Coordinator at the Office of Student Conflict Resolution if the resident is a student.

At such time, the resident may make a statement and present information related to the alleged violation. If the emergency removal is continued, the resident is entitled to formal arbitration. Every effort will be made to have the arbitration occur within seven calendar days or as soon as possible after the accused resident is prepared to participate in arbitration. If the facts that

support emergency removal could lead to a sanction greater than Contract termination, in cases that involve students, the OSCR Resolution Coordinator will handle, for non-students the Director will handle.

Conflict Resolution Process

Residents who choose to act in ways that may violate the Statement of Student Rights and Responsibilities and the Northwood Community Apartments Community Living Standards will be subject to a conflict resolution process. Residents will also be held responsible for the behavior or misconduct of their dependents, guests, or visitors.

Resident Notification

The resident will be notified of alleged violation(s) in one of several forms including e-mail, a phone call or a formal letter that is sent to the Apartment. Failure to respond to the request does not stop the conflict resolution process from going forward. The case will be resolved in the resident's absence if there is no response to the request. The notification will include the following criteria:

- Brief description of the incident to the resident.
- Review of the standard(s) directly related to the possible violation(s).
- An opportunity for the resident to respond.
- An appointment to meet with the Assistant Director or designee to discuss the incident.

Resident's Rights in the NCACLS Conflict Resolution Process

The resident's rights under the process include, but are not limited to the following:

1. The right to be informed in writing of the violations, in time and with enough detail, to ensure the resident the opportunity to adequately prepare for the process.
2. The right to decline to participate in the process. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the arbitration will continue.
3. The right to decline appearance at the arbitration. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the arbitration will continue.
4. The right to present information on one's own behalf.
5. The right to request information from any member of the community who has direct knowledge of the incident, unless the Assistant Director or designee determines that the information would be irrelevant, immaterial or redundant, or would violate legal privilege.
6. The right to see all information presented and to question all people who appear before an administrative arbitration officer.
7. The right to be counseled by an advisor who will be permitted to attend, but not allowed to participate.
8. The right to challenge the objectivity of the administrative arbitration officer.
9. The right to receive a timely written decision.

10. The right to an appeal.

Resident's Responsibilities in the NCACLS Conflict Resolution Process

It is the resident's responsibility to respect the process. The following are considered actions that misuse the process and can be considered additional violations of the NCACLS:

1. Falsifying or misrepresenting information during the arbitration.
2. Disruption or interference with the orderly conduct of the arbitration.
3. Making a false accusation.
4. Attempting to influence the impartiality of a member of an arbitration body prior to and/or during the course of the arbitration.
5. Harassment and/or intimidation of a complainant, a member of an arbitration body or of a witness prior to, during and/or after an arbitration process.
6. Influencing or attempting to influence another person to present false information or file a false complaint.

Interview with Staff Member

The Assistant Director or designee will privately meet with the Contract Holder and/or occupants and review the circumstances. The resident will have the opportunity to ask questions, respond to any informational reports of the possible violation(s) and give additional information or insight. The interviewer will then determine if the situation should be recommended for mediation.

Outcomes of Interview

The possible outcomes of the interview may include case dismissal, mediation or formal sanctions. If the interviewer determines that it is not likely that a violation has occurred, the accused resident and the complainant, as appropriate will be notified that the complaint has been dismissed.

If mediation is successful, that is the complainant and the accused resident reach a mutually acceptable resolution by coming to an agreement regarding future actions and behaviors, the conflict resolution process will be finished. A mediated agreement may include sanctions and the agreement will be put in writing and monitored by the Assistant Director or designee. An agreement created as part of the resolution process becomes a binding portion of the resident's Contract. If mediation is unsuccessful, the case will be referred back to the Assistant Director or Director for further administrative arbitration.

Administrative Arbitration

The arbitration officer is a professional staff member in University Housing who will explain the process, outline the resident's rights and responsibilities within the process, and give the resident an opportunity to accept or deny responsibility for the possible violation(s). Every effort will be made to schedule the arbitration between 2-15 working days after the informational meeting. Arbitration for students who violate the Statement will be directly handled by the Office of Student Resolution Conflict (OSCR). Any student, faculty member or staff person may submit

within six months after the incident(s) a written complaint alleging a violation of the Statement to OSCR. All complaints will be assigned to a Resolution Coordinator who investigates the complaint to determine if the alleged behavior may be a violation of the Statement. The RC will notify the accused student and schedule a meeting. The conflict resolution process for Statement violations can be found on the OSCR Web site.

All residents who are classified as non-students and/or violates the Northwood Community Apartments Living Standards and the tenets of the Statement will go through the NCACLS Resolution Process which will be handled by the Assistant Director or designee.

Outcomes of Arbitration

Arbitration is conducted to determine if the resident has violated the NCACLS or the Statement and if so, to issue a sanction appropriate for the violation.

Findings

After reviewing the available pertinent information and meeting with the resident and any other involved persons, the arbitration officer will decide to dismiss the case, find the resident not responsible for violation of the NCACLS or the Statement, or find the resident responsible for the violation. If the resident is found responsible for the violation, a sanction commensurate with the violation may be issued. The resident will be provided with the finding(s) and sanction(s), if any, in writing.

Sanctions

If a resident is found responsible through the conflict resolution process for violating the NCACLS or the Statement, sanctions may be issued. The sanctions are determined during and after the resident's meetings and conversations with the Assistant Director or other interviewer designee and the Northwood Community Apartments Director. The sanctions are meant to be educational and to provide the resident with the opportunity to repair harm to the affected community. Sanctions are geared toward helping the resident understand the consequences of the behavior in question, and to assist the resident in making more responsible decisions in the future. Given the individual nature of each situation, sanctions are assigned on a case-by-case basis. Repeated violations will result in progressive sanctioning.

Possible sanctions include, but are not limited to, those listed below, or a combination thereof:

1. **Warning**
A verbal or written warning that advises the resident that future behavior that violates the NCACLS or the Statement may result in further action.
2. **Behavioral Contract**
A written Contract that gives the resident an opportunity to correct or change inappropriate behavior by meeting certain conditions for a specified period of time. The behavioral Contract becomes a binding portion of the resident's Housing Contract. Failure to fulfill the Contract may result in further sanctions.

3. Educational/Community Service
An educational or community service assignment that is to be completed within a specified period of time. The assignment will be designed to provide an opportunity for the resident to become better educated on a topic related to the behavior which violated the NCACLS, to better understand the harm that the behavior caused the community, and/or to provide a service beneficial to the community.
4. Restitution
Repayment for actual loss in the case of property damage, theft or lost revenue.
5. Removal of Prohibited Items
An instruction to remove items that are listed as prohibited, according to the Community Living at Michigan Northwood Community Apartments Northwood I, II, IV, V Policies and Procedures, Community Living Standards.
6. Restriction of Privileges
Limitation of or withholding services to the Contract Holder or their dependents, guests or visitors to participate in programs and services in a way related to the specific violations or the Statement.
7. Prohibition of Entry into University Housing Facilities
Resident's guests or others who violate University Housing and/or University regulations may be prohibited from entering University of Michigan owned or operated housing units in the future. In the event that trespass restriction is issued, the violator becomes ineligible to return to Northwood Community Apartments or any University of Michigan property even as a guest of a resident. Violation of this restriction may subject the violator to the provisions of the Michigan Trespass Statute.
8. Apartment Transfer
Relocation to a different Apartment in order to remove the resident from the environment that facilitates or allows the unacceptable behavior. This removal is for the benefit of both the resident and the community.
9. Termination of Housing Contract
If a resident and or their dependents, guests or visitors has violated the standards and values of Northwood Community Apartments to the extent that he or she can no longer be a successful member of the community, the housing Contract will be terminated.

In such a situation, the University shall have the right to re-enter and take possession of the premises with the Contract Holder remaining liable of all housing payments for the full term of the Contract and for additional damages, subject to the University's duty to minimize losses. Students who have their Contract terminated by Northwood Community Apartments conflict resolution process may be held responsible for any or all fees and other costs incurred by the University.

Appeals

Grounds for Appeal

Grounds for filing an appeal are limited to the following:

- Procedural error has resulted in violation of the residents' rights as defined in this policy.
- The sanction was not appropriate for the violation.

- Significant and relevant new information that was not available at the time of the initial meeting.

Response to Appeal

Response to the appeal is limited to one of the following actions:

- Reversal of the original decision concerning the violation of the policy and dismissal of the complaint.
- Affirmation of the original decision, setting aside the administrative sanctions and establishing other sanctions not greater than those originally imposed.
- Affirmation of the original decision and resulting administrative sanction(s).

Generally, administrative sanctions will not be enforced until a decision has been made regarding an appeal. However, situations involving behavior that is significantly disruptive to the community or pose an imminent threat to the safety of themselves or others may dictate that a sanction be enforced preceding a decision on an appeal.

Other Possible Responses to Inappropriate Behavior

The Contract is a legal, binding Contract to which parties have pledged fulfillment. As per the terms of the Contract, You are expected to keep current with rental payments, comply with the directives of University personnel and comply with Northwood Community Apartments parking regulations, and pest control efforts among other expectations. If You are found for the first time to be in non-compliance with the Contract You are typically given seven days to become compliant. However, for the protection of the community, the Contract allows the University to unilaterally terminate a Contract on twenty-four (24) hours written notice, whenever it believed there is a preponderance of evidence indicating any of the following circumstances:

- behavior which significantly endangers life, limb or property;
- unlawful manufacture, delivery, purchase, possession with intent to deliver or possession of a controlled substance or illegal drug, on or about the Contract premises;
- the manufacture, possession, or use of explosives, flammable liquids, fireworks, or firearms;
- physical or sexual assault.

Certain conduct may also be subject to civil or criminal prosecution. Prosecution does not preclude parallel disciplinary action by the University, including actions based on violations of the NCACLS, the Statement of Student Rights and Responsibilities, or a breach of the Contract.

Records of Resolution Actions

Records about actions resulting from the Northwood Community Apartments Resolution Process will be maintained by the Assistant Director for Northwood Community Apartments. Confidentiality of the records will be maintained to the extent required by law, including the federal Family Educational Rights and Privacy Act (FERPA).

Interpretation

Any questions or interpretation regarding the Northwood Community Apartments Community Living Standards Conflict Resolution Process shall be referred to the Director of University Housing or designee for final determination.

Lead Based Paint in Northwood Community Apartments

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling as required by U.S. law. Contract holders must also have a federally approved pamphlet on lead poisoning prevention available to them. This pamphlet, *Protect Your Family from Lead in Your Home*, is viewable by you at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

University's Disclosure

Specific locations in Northwood I, II, III, IV and V units have been found to contain lead-based paint or lead-based paint hazards as documented in the survey summaries provided by Nova Environmental, Inc., and are viewable by you at <http://housing.umich.edu/services/facilities/leadbasedpaint.html>. Complete copies of all reports are available for review during business hours at the Housing Information Office and the Northwood Community Center.

Residents are required to read and sign a *Lead Based Paint Disclosure* document when keys are obtained. By signing this document you acknowledge that you accept receiving the aforementioned documents via the Web site links provided above.