

Additional Intern Housing Terms and Conditions

1. License.

1.1. Grant of License. If WSU assigns a space to you, it hereby grants to you, and you accepts from WSU, the right to use the assigned space (the “**Assigned Space**”), together with those common areas of the Building which are necessary for you to access and use the Assigned Space, and such other common areas dedicated for your use as WSU may from time to time designate in its sole discretion (the “**Designated Common Areas**,” and, together with the Assigned Space, the “**Premises**”), solely during the approved length of your stay (the “**Term**”) and subject to the terms and conditions of this contracts and to the rights of WSU hereinafter reserved. The Premises shall exclude all portions of the Buildings other than the Assigned Space and the Designated Common Areas. Only you may reside in your Assigned Space. THE RIGHT TO ACCESS AND USE THE PREMISES UNDER THIS CONTRACT SHALL BE DEEMED TO BE A LICENSE ONLY AND SHALL NOT BE CONSTRUED TO BE A LEASE, JOINT VENTURE, OR PARTNERSHIP. NO INTEREST IN THE REAL ESTATE INCLUDING BUT NOT LIMITED TO ANY AND ALL ASSOCIATED FIXTURES IS CONVEYED BY WSU TO YOU.

1.2. As-Is Condition. The Premises, including but not limited to all manner of resources to which You will have access in connection therewith, including but not limited to furniture and fixtures, are being provided by WSU and are hereby accepted by you on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis with no warranties or representations of any kind having been made or implied by WSU. WSU shall have no obligation for any modification, repair or improvement of the Premises or the building to accommodate your use.

2. Services in the Building.

2.1. General Services to the Premises. The Concessionaire will provide to the Premises, at no additional cost to you, electricity, heat and air conditioning (when seasonally necessary), and domestic water in the same manner and amounts as such services and utilities are ordinarily provided to other occupants of the building, to the extent that those services are generally available for the building. WSU reserves the right to interrupt, curtail, stop or suspend the furnishing of services provided for herein and the operation of the building’s systems, when necessary by reason of accident or emergency, or of repairs, alterations, replacements or improvements in the reasonable judgment of WSU desirable or necessary to be made, or of difficulty or inability in securing supplies or labor, or of strikes, government orders, epidemic/pandemic or of any other cause beyond the reasonable control of WSU, until said cause has been removed. WSU shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems.

2.2. Cleaning; Trash Removal. The Premises will be initially provided to you in a clean and broom-swept condition. After taking initial delivery of the Premises, you shall be responsible for cleaning the Premises on a daily basis, including the bathroom and any kitchen areas and all the fixtures and for ensuring that all trash and debris you generate is deposited into the appropriate receptacles, and for making sure that the Premises are adequate and are safe and suitable for their purposes.

2.3. Access Control. The building is a swipe card access building, and may be staffed during certain hours with WSU personnel. Except in an emergency, you shall not allow anyone into the building who does not have a swipe card for the building.

2.4. Internet Connection. You shall be provided with a guest internet connection for standard personal use while staying in the Premises. Any use of such internet connection for illegal, pornographic or commercial usage shall result in such internet connection being suspended. Any excess download of streamed materials may result in such internet connection being terminated for the building's occupants.

3. Use and Occupancy of the Premises.

3.1 Permitted Uses. You shall be entitled to occupy and use the Premises solely to reside in the Assigned Space, and no other purpose. Despite anything herein which may indicate or suggest the contrary, you agree not to use, or suffer or permit the use of, or permit anything to be done in or around any part thereof, (a) which would violate any of the covenants, agreements, terms, provisions and conditions of this contract, (b) for any unlawful purposes or in any unlawful manner, or (c) which, in the reasonable judgment of WSU, shall in any way impair or interfere with or tend to impair or interfere with any of the building's services or the proper and economic heating, cleaning, air conditioning or other servicing of the building, or occasion discomfort, inconvenience or annoyance to any of the other tenants or occupants of the building or in nearby buildings, whether through the transmission of noise or odors or otherwise.

3.2 Meals. You may cook meals in the communal kitchens in the Premises and shall be responsible for cleaning up after yourself in accordance with Section 2.2. WSU is not responsible for providing any ingredients or food or for any illness or allergic reactions resulting from such meals.

3.3. Compliance with Laws and University Policies and Rules. You shall comply with all applicable laws, all applicable university policies and rules governing conduct and residing on campus, and all policies, rules and regulations (including, without limitation, standard operating and emergency procedures applicable to the buildings) as are hereafter at any time or from time to time made and communicated to you, and which in the reasonable judgment of the WSU shall be necessary for the operation, maintenance, reputation, safety, or appearance of the building, WSU's equipment therein and the land on which the Buildings are situated (together, the "**Property**") or the comfort or safety of tenants or others on campus. WSU's Chief Housing Officer (or his/her designee) may promulgate rules and regulations concerning conduct in residence halls for the safety and convenience of the residents including conference attendees and guests. Failure to comply with any applicable law, policy, rule, or regulation will result in immediate removal from the building and your Assigned Space and the immediate termination of this contract. The complete WSU Guide to Community Living is available online for review and is incorporated herein by reference. While not an exhaustive list, expulsion from the building and termination of this contract will occur for any of the following:

- Illegal use or possession of alcoholic beverages.
- Use, possession, or sale of narcotics and dangerous drugs as defined by local, state, and federal law.

- Illegal gambling or participating in illegal gambling activities in or on university property, or at a function identified with the university.
- Possession of firearms, fireworks, or dangerous or toxic chemicals.
- Possession of dangerous weapons, hunting arrows, or potentially injurious war souvenirs.
- Participation in unauthorized group activities (riots and raids) or illegal entry.
- Disorderly, vicious, or immoral conduct (indecent exposure) in or near the residence hall.
- Possession or harboring of dogs, cats, birds, snakes, or other animals (other than permitted service animals).
- Misuse, abuse, theft, or destruction of university property.
- Use of kitchen appliances other than the following: microwave, coffee pot, hot pot, Crock-pot slow cooker, blender, popcorn popper.
- The use or possession of unauthorized heat producing appliances or devices (i.e., clothes dryers, sun lamps, electric blankets, electric heaters, etc.)
- Refrigerators in excess of five cubic feet.
- The use of the room or facilities of the building for commercial purposes or in association with commercial vendors.
- Sales, solicitation, or advertising.
- The installation or placement of any equipment, materials, etc. outside of the room which may be deemed unsightly, dangerous, or otherwise undesirable.
- The repair or storage of motor vehicles in housing areas either indoors or outdoors except in designated areas.
- The unauthorized possession, duplication, use, or sale of keys to university facilities.
- Failure to abide by visitation policies and security requirements for visiting residence halls.
- Visitation by members of the opposite sex in restricted areas other than during regularly approved or scheduled visitation periods.
- Unauthorized guests.
- Behavior in the residence hall over a period of time indicating that the Client is not able to adjust to the requirements of group living.
- Interference with fire controls.
- Interference with university personnel in the execution of their duties or enforcement of appropriate and applicable policies.
- Unauthorized or illegal use of telephones (i.e. charging unauthorized calls to any university number).
- Violation of quiet hours.
- No possession of unmanned aerial vehicles within WSU facilities or on WSU property.
- No charging of hover board batteries within WSU facilities.

Notwithstanding anything to the contrary in this contract, in the event that WSU believes, in its sole discretion, that your continued presence in the building threatens the safety or security of staff or other residents, WSU reserves the right to (a) suspend you immediately from the building, (b) remove you from the building, and/or (c) terminate this contract.

3.4. Repair and Compensation for Supplies or Damages. You agree that you shall promptly reimburse WSU for any items or supplies of WSU that you may consume or damage. You shall be responsible for promptly reimbursing WSU for any damage incurred as a result of any use of the building, Premises, equipment or fixtures in the building or in the surrounding areas by you or any of your guests or invitees.

3.5. Pets. No animals shall be allowed in the building other than service animals that assist people with disabilities. In the event that any such service animal is to be accommodated in the building for you, you shall be responsible for making sure that such service animal is adequately taken care of in the building during the Term.

3.6. Smoking or Use of Cannabis. Wayne State University (“WSU”) campus is a smoke-free and tobacco-free campus. WSU Policy 00-3 provides, in part, that smoking and the use of all tobacco products is prohibited in all buildings or structures owned, leased, rented or operated by WSU, housing facilities, campus grounds and other public spaces, and WSU-owned vehicles, as they are considered property of WSU. Smoking and tobacco use in privately-owned vehicles is permitted. “Property” for purposes of this Section 3.6 includes parking structures, bridges and walkways, sidewalks, and parking lots. “Smoking” or “smoke” means inhaling, exhaling, vaping, burning or carrying any lighted or heated cigar, cigarette, pipe, or other tobacco product. “Tobacco Products” means all forms of tobacco, including but not limited to tobacco and other products used in cigarettes, cigars, pipes, water (hookah) pipes or pens, electronic cigarettes, and smokeless tobacco products. Please refer to WSU Policy 00-3 for a full version of the policy, which may be updated from time to time. Additionally, no use, ingestion or possession of cannabis (even for medical uses) or of any illegal substances is allowed in the building or anywhere on WSU’s campus.

3.7. Accidents to Building Systems. You agree to give WSU prompt notice of any fire or accident in the Premises or in the building and of any damage to, or defective condition in, any part of or appurtenance to the building’s sanitary, electrical, heating and air conditioning or other systems located in, or passing through, the Premises. You agree not to suffer or permit the Premises or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced. You agree not to permit any hole to be drilled or made in any structural part of the Premises or the building.

3.8. Hazardous Materials. You shall not cause or permit any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises or the building.

3.9. End of Term. Upon the expiration or other termination of the Term, your license to the Premises shall cease and you shall peaceably quit and surrender the Premises cleaned, in good order, repair and condition excepting only reasonable use and wear. WSU or its designee may inspect the building and record any damage or changed conditions in the building caused by you and you shall promptly reimburse WSU for any expenses incurred in connection with any necessary repairs. Any personal property in which you have an interest and which remains in the building or on the Premises after the expiration or termination of the Term shall be conclusively deemed to have been abandoned and may be disposed of in such manner as WSU or its designee may see fit.

4. Liability; Indemnification.

4.1. You understand that you are responsible and liable for any and all injury and damage to persons or property caused directly or indirectly by you or your guests' acts or omissions or breach of this agreement (including injury or damage caused by personal property). You further understand that neither WSU nor its contractors, concessionaires and vendors (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with other persons. To the maximum extent allowable by law, you further agree to hold harmless and to indemnify and release the Released Parties, successors and assignees from any and all liability, including claims, demands, costs, damages, and expenses of every kind and description including illness, spread of disease, death, bodily injury and/or property damage, including personal injury liability, occurring on or about the premises, except to the extent that such death, injury and/or damage is caused by the gross negligence or willful act of the Released Parties. These liability and indemnification obligations shall survive the expiration or earlier termination of this contract.

4.2 You understand that you are responsible and liable for insuring your personal property, including losses due to fire, smoke, water, theft, defective wiring or any other unforeseen occurrence beyond the control of WSU. You also understand that WSU and its contractors, concessionaires and vendors are not responsible or liable for any loss or damage to your personal property and do not provide any property or liability insurance coverage for your benefit.

5. Default. In the event that you fail to comply with any term or condition of this contract, WSU shall have the right, at its election, to terminate this contract immediately or at any later date specified by WSU, in which case your license to the Premises will cease and this contract will be terminated.

6. Miscellaneous Provisions.

6.1. Waiver of Performance. The failure of WSU to insist upon the strict performance of any agreement, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach of such agreement, term, covenant or condition hereof to be performed or complied with by You, and no breach hereof shall be waived, altered or modified, except by written instrument executed by WSU.

6.2. Complete Agreement. This contract, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the authorized representatives of the parties.

6.3. Controlling Law. This contract and the performance of the parties hereunder shall be controlled and governed by the laws of the State of Michigan.

6.4 No Assignment. Your rights under this contract may not be assigned or transferred, whether by operation of law or otherwise, to any other party without the prior written consent of WSU, to be granted or withheld in its sole discretion.

6.5 WSU accepts contracts and assigns rooms without regard to race, color, creed or national origin.