

AGREEMENT REGARDING 2020 AUSTRALIA/NEW ZEALAND PROGRAM

ON-CAMPUS AND OFF-CAMPUS HOUSING

1. This is an Agreement between Western Michigan University Cooley Law School, a Michigan non-profit educational corporation (“WMU-Cooley”), and _____ [PRINT NAME] (“Student”), an individual who has applied for, and paid a deposit to participate in, WMU-Cooley’s 2020 Australia/New Zealand study abroad program at University of Waikato in Hamilton, New Zealand and Monash University Law Chambers, Melbourne, Australia (“the Program”).

2. Student has informed WMU-Cooley that he or she has chosen to live for the New Zealand session of the Program in housing WMU-Cooley arranged for Program participants at the Student Village at the University of Waikato (“On-Campus Housing”), and during the Australia session of the Program at the Milano Serviced Apartments (“Off-Campus Housing”).

3. In reliance on Student’s application and deposit for the Program and election to live in On-Campus Housing and Off-Campus Housing, WMU-Cooley incurred charges for Student’s On-Campus Housing and Off-Campus Housing. WMU-Cooley will bill Student for the Student’s share of the cost for On-Campus Housing and Off-Campus Housing, and Student will pay WMU-Cooley the full amount billed to Student even if Student does not begin the Program or withdraws from it before completion. **Should Student withdraw, a penalty fee equal to their share of Off-Campus Housing costs minus deposits will be assessed.**

4. Student is responsible for knowing and will follow all housing and residence policies that apply at Student Village at the University of Waikato and Milano Serviced Apartments, including, but not limited to, (i) the University of Waikato halls of residence registration/contract; and (ii) those described, referenced, or incorporated in the 2020 Australia/New Zealand housing booklet provided to Student.

5. Student is responsible for his or her actions and conduct while residing in the Program’s On-Campus Housing and Off-Campus Housing. Student will indemnify or reimburse WMU-Cooley for any costs, fines, charges, damages, or other liability (including attorneys’ fees) that WMU-Cooley incurs that are directly or indirectly related to Student’s conduct in or damage caused to University of Waikato’s and Milano Serviced Apartments’ property, including specifically, but not limited to, Student’s assigned residences at Student Village and Milano Serviced Apartments and its contents.

6. Student accepts the On-Campus Housing and Off-Campus Housing in the “as is” condition that exists on the date Student commences residency. WMU-Cooley does not warrant the condition or suitability of the On-Campus Housing and Off-Campus Housing. Student waives, and will hold WMU-Cooley legally harmless from, any claims, damages, or liability Student may have, incur, or suffer while living in the On-Campus Housing and Off-Campus Housing, no matter the cause, including, but not limited to, WMU-Cooley’s own negligence, and regardless of whether such damages were foreseeable or not.

7. This is a limited Agreement that does not modify, change, or limit any other policies or agreements that apply to Student's participation in the Program or into which Student has entered for the Program. All such policies and agreements remain in full force and effect.

8. This Agreement is governed by, and will be interpreted under, Michigan law. Michigan courts with appropriate jurisdiction may enforce the Agreement.

Student:

**Western Michigan University Cooley
Law School:**

Student's Signature Date

Name: Date

Student's Printed Name

Its: _____