

AGREEMENT REGARDING 2019 TORONTO PROGRAM ON-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 2019 Toronto foreign study program at University of St. Michael’s College in Toronto, Ontario, Canada (“the Program”).
2. Student has informed WMU-Cooley that he or she has chosen to live, for one or both sessions of the Program, in housing WMU-Cooley arranged for Program participants at the Sorbara Residence Hall at University of St. Michael’s College (“On-Campus Housing”).
3. In reliance on Student’s application and deposit for the Program and election to live in On-Campus Housing, WMU-Cooley incurred charges for Student’s On-Campus Housing. WMU-Cooley will bill Student for the Student’s share of the cost for On-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.
4. Student is responsible for knowing and will follow all housing and residence policies that apply at Sorbara Hall at University of St. Michael’s College, including, but not limited to, (i) the “SMC Rules of Residence”; (ii) the “SMC Residence Network Use Agreement”; (iii) the “USMC Alcohol Code”; and (iv) those described, referenced, or incorporated in the 2019 Toronto 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. 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 St. Michael’s College property, including specifically, but not limited to, Student’s assigned residence at Sorbara Residence Hall and its contents.
6. Student accepts the On-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. 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, 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.
9. In the event there is a conflict between this agreement and any applicable ABA standard or interpretation, the ABA standard or interpretation shall control.

Student:

Western Michigan University Cooley Law School:

Student’s Signature

Date

Name:

Date

Student’s Printed Name

Its: _____