# W. K. Kellogg Biological Station Education and Conference Center Michigan State University

### **Summer Session Lodging**

Apartments, Orchard Dorms, Cabins, Bergner House, Dairy Apartment, Hayes House, Bird Sanctuary Apartment

Information; Terms and Conditions for Summer Lodging 2023

### Please read the whole document before accepting lodging for KBS summer programs.

Residents with further questions about KBS summer/short term lodging policy are invited to review the KBS Short Term Lodging Policy in which the terms and conditions of lodging are nested.

Welcome to Michigan State University and the W. K. Kellogg Biological Station (KBS). We are happy that you have chosen to spend the summer with us and we will do our best to see that your stay here is pleasant and rewarding. This document constitutes the terms and conditions for lodging at the W.K. Kellogg Biological Station. By accepting lodging, you accept the terms and conditions of lodging at KBS. If you do not agree, do not sign this form, and do not accept lodging.

For the purposes of this, you are referred to as the Resident. The KBS Conference Center requires summer Residents to sign the KBS Residence agreement. It is also intended to protect and define the interests and responsibilities of the Residents and the University. Your signature on the separate agreement form means that you have read, understand and agree to all terms and conditions of this agreement, and will abide by its provisions. In addition, acceptance of a room assignment and moving in also indicates agreement to abide by KBS short term lodging policy. The terms and conditions specified herein are subject to modification by the W. K. Kellogg Biological Station within the duration of the agreement.

We hope the information contained herein will anticipate many of the questions you may want answered.

#### **Terms and Conditions**

#### Eligibility:

The W.K. Kellogg Biological Station Academic Programs Coordinator approves academic Residents. Any student or researcher in residence who withdraws from classes during the term or anyone who changes the purpose from their original intent for residing at KBS must have the approval of the Academic Programs Coordinator or KBS Director to remain in residence; otherwise they will be required to either vacate the room immediately or accept charges for a commercial room rate. All students and guests are responsible for any accrued charges unless the lodging is covered under a grant. As a condition of occupancy at Michigan State University, all Residents must comply with the University House Policy and ordinances.

### Summer Period:

The Lodging period is for the full term from the first day of arrival until the designated day of departure. Lodging cannot be terminated or cancelled except under the conditions cited in the **TERMINATION** section.

### Rates and payment:

Students on REU, URA, RM and Intern status are fully covered for lodging. Academic Residents not in that status must arrange payment for rent via check or credit card or their sponsor must provide an MSU internal billing account to the Conference Center.

Rates are approved by the Director of the W. K. Kellogg Biological Station directorate and are subject to change within the duration of the agreement if the Resident changes his or her status. Current rate information is available from the Conference Center Front Desk. Resident must pay any part of the room not covered by grant or separate laboratory accommodation.

Off-site security deposits and initial inspection for the Bird Sanctuary and Dairy Apartments: Residents of these apartments will have conducted an initial inspection of the premises with a KBS lodging representative. Interns will not have to place a deposit on the Dairy or Bird Sanctuary apartments, however they will be responsible for reimbursement to the Conference Center for damage to the premises upon check out. Residents should follow the tenant responsibility check list located in the lodging manual. *Call the front desk to schedule an exit inspection*.

### Assignment and Consolidation and Cohabitation:

The W. K. Kellogg Biological Station will assign lodging and not discriminate in room or hall assignment based on race, color, religion, national origin, ancestry, age, sexual orientation, gender identity, or any other protected classes. Residents of opposite sex may request each other if the request is in writing from both individuals in separate requests for cohabitation. The final assignment is at the discretion of KBS and may be for cogent reasons benefiting the placement strategy.

#### Sublet rule:

Resident will not sublet the lodging.

### Roommate assignments:

When possible, roommate choices will be honored according to assignment and selection procedures used by the Academic Programs Coordinator in collaboration with the Conference Center. Single students must have roommates of the same sex, unless otherwise requested by both people. We also consider age and program when placing roommates together.

#### Room reassignment:

The Conference Center reserves the right to cancel, move or reassign a student to other facilities; assign roommates; consolidate vacancies.

Residents may not make room or hall assignment changes without prior approval of the Academic Programs Coordinator. Unauthorized room changes will result in the student being required to return to the original room.

The W. K. Kellogg Biological Station reserves the right to change or alter the living arrangements and/or options in the Resident halls when deemed appropriate.

### Transition from Summer Programs to KBS Staff

It is common for labs to transition select summer programs participants to stay on for extended periods of time as employed KBS staff. Students who transition from summer programs to KBS staff do not have a claim on any specific room after the end of the summer session. They may require lodging beyond the summer, however the Conference Center is obligated to fulfill conferencing agreements for reservations and therefore may move anyone without a lease into another short-term accommodation to fulfill those agreements. The Conference Center will accommodate both when it can.

Students expecting to stay beyond the end of the summer session must send notification through their lab to the conference Center by 15 July. The Conference Center can move the student to another lodging in order to fulfill previous conferencing agreements, however it will avoid a move if at all possible.

The resident may, at any time, decide to transition to a long-term lease agreement with IPF services, and in doing so would likely move residences.

### Agreement Termination:

The Agreement may not be terminated except as provided in this section. Residents leaving the halls during the summer without a release from the Contract are still liable for room and board charges that accrue against their accounts.

#### Ineligibility

The Lodging agreement is terminated if a student loses eligibility.

# **Exigency**

The W. K. Kellogg Biological Station may terminate or suspend performance of any part of the agreement without notice in the event of an exigency, which would make continued operation for housing not feasible.

#### Change of Circumstances

Within the duration of the agreement, Residents who experience significant changes in circumstances beyond their control may request a release from this agreement through the Academic Programs Coordinator.

### Violation of the Terms of the Agreement

The Resident agrees not to interfere with the use and quiet enjoyment of the premises by others. The W. K. Kellogg Biological Station may elect to cancel the agreement if the Resident violates any of the provisions of the Contract; any University ordinances, regulations, housing policies, MSU Student Code of Conduct or administrative rulings; or any state or local laws.

#### **Reasons for eviction:**

In situations where life, limb or properties are jeopardized, a maximum of 24 hours' notice of termination will be sufficient, the agreement will be voided, and the Resident evicted. Examples of types of behaviors, which may be construed as jeopardizing life, limb or property include, but are not limited to, the following actions by the Resident:

- 1. Sale or purchase of illegal drugs
- 2. Use or possession of firearms, explosives, fireworks, or dangerous weapons
- 3. Use or storage of flammable liquids or other dangerous substances
- 4. Damage, destruction, or theft of residence hall property
- 5. Sexual Harassment or Assault
- 6. Physical acts of violence or threats through coercion or intimidation
- 7. Tampering with or misusing fire equipment
- 8. Tampering with or misusing elevators
- 9. Setting fires
- 10. Misuse of alcohol or supplying alcohol to minors
- 11. Creating a hostile academic environment

The KBS Leadership will make all such decisions.

### <u>Procedures for Cases Involving Violation Terms of the Agreement</u>

The Academic Coordinator will investigate the alleged violation of agreement terms when involving summer programs students. The Conference Center manager will investigate any alleged violation of terms for academic researchers. A Resident has a reasonable right to privacy under MI law, however the manager may request lodging access to the room in the case of suspected illegal activity, violation of MSU ordinance or local KBS policy. Both will present their findings to the KBS Director. The Resident will be informed in writing of the alleged violation, and will be given the opportunity to respond. After the facts have been examined, the Director will then take appropriate action and inform the Resident in writing of the decision.

#### Sanctions

In situations involving a violation of the terms of the agreement, the following decisions will be available:

- 1. Letter of warning
- 2. Reassignment to another room
- 3. Termination of Lodging: Resident shall have a minimum of seven days' notice, except in those violations of the Contract that jeopardizes life, limb or property.

## Summer programs lodging

Terms and Conditions - 2023

- 4. Refusal to accept an application for a future academic term
- 5. Refusal to accept, or cancellation of, a contract for a future academic term
- 6. Restriction for damages or payment of fees due
- 7. Require participation in an educational activity appropriate to the violation
- 8. Require removal of items from rooms or hall (e.g., flammable liquid, pets or amplified equipment)
- 9. Other, as appropriate (including any combination of items 1-8)

#### **Appeals**

Residents may request an appeal of the decision by contacting the Academic Coordinator within 24 hours of the decision. The request must be in writing and contain a substantial reason to justify the appeal.

#### **Vacating**

Residents agree to vacate the premises at the announced closing for the Summer Session Program.

#### Refunds

Prorated refunds of room and food service payments will be made for approved departures minus a processing charge. There will be no refunds during the last two weeks of any term.

#### Liability

The W. K. Kellogg Biological Station is not liable for theft or loss of money, property or valuables, damages to any Resident's property, or personal injury sustained on the premises.

Occupants of all residence halls are advised to procure personal insurance against such losses, as the University cannot purchase this protection for the students.

For safety reasons, personal effects cannot be placed in hallways, stairwells, decks, or other common areas of the Station.

Personal property left in the residence hall after the approved period of occupancy will be removed and sent to the University Salvage for disposal unless the resident makes other arrangements for shipping or pick up.

The Resident agrees to hold the W. K. Kellogg Biological Station and its agents harmless from, and to indemnify and defend the W. K. Kellogg Biological Station, its agents and employees for any claims for damages sustained by them or others in their rooms as a result of their acts or omissions, relating to any changes or modifications made by the Resident to their room or furnishings. This includes, but is not limited to, the construction or modification of bunk beds, bookshelves, lofts, partitions, or other structures.

#### Safety and Security

Pulling false fire alarms, causing a fire, tampering with or misusing fire alarm systems, interfering with fire fighters, and tampering with or removing firefighting equipment is in

Summer programs lodging

Terms and Conditions - 2023

violation of this Contract, student group regulations, University ordinances, and State Law. Offenders will be subject to the sanctions of all of the above. Theft of keys, tampering with or alteration of keys, locks and locked doors is prohibited.

#### Room Entry

For purposes of safety, sanitation, maintenance and general upkeep, the W. K. Kellogg Biological Station reserves the right to enter Resident's rooms whether the Resident is present or not. No room will be searched except by appropriate legal agencies with a warrant or with the Resident's permission. Prohibited items left in plain sight will be reported to the Academic Programs Coordinator.

### Appliances and electrical equipment

The W. K. Kellogg Biological Station reserves the right to remove any unauthorized or potentially dangerous electrical appliance. Residents may use radios, personally owned electronic devices and fans in their rooms, but each Resident is responsible for keeping the volume low enough to avoid disturbing others. Residents will use only one power strip per plug and not plug multiple power strips to a single wall socket. No open flames or flame devices beyond a candle are allowed.

#### **Lodging manuals**

Each room has a lodging manual covering a variety of details such as laundry room locations, internet, use of recreational equipment, trails, etc. Please look through the manual when you get here. An electronic copy of the lodging manual is available upon request.

#### Cooking

Resident agrees to cook with oils that can withstand the temperature of a hot pan such as peanut, canola, or safflower oils; oils meant for stove top cookery. Resident agrees not to attempt to deep fry with olive oil or oils with a low flash point. KBS encourages the use of kitchen appliances such as the oven and stove, however some knowledge of best practices will avoid setting off the smoke detector. Resident agrees to never leave cooking food unattended.

#### Food

McCrary Hall food service will not operate this summer. Each apartment has its own kitchen. Residents under this program should coordinate with their Resident mentors for food pick up. It is advised that Residents should plan to arrive with enough food to last up to three or more days. A welcome meal will be available behind McCrary Hall on arrival day.

#### Hard Key Room access to lodging

If the lock fails to access a code or malfunctions the Resident Mentor may issue a door hard key to the Resident. The Resident agrees to return the key at the end of the summer or when the lock is repaired, whichever comes first. Failure to return the key will result in a \$10.00 replacement charge.

#### Common Area Responsibility

Resident agrees to pay for damage, lost property, or service costs caused to residence halls because of their actions, intentional or accidental.

### Room Responsibility

The room occupants assume responsibility for the care of the room and its furnishings, for removing waste materials regularly to specify disposal and for maintaining sanitation and safety conditions acceptable to the W. K. Kellogg Biological Station. Furniture or equipment permanently attached to floors or walls may not be modified or removed. **Residents may not drill holes or attach any objects to walls, floor, ceiling, or doors.** 

The Conference Center will maintain a record of the condition of each room and its furniture prior to occupancy.

Each Resident will complete a room inventory record noting the condition of the room and furnishings upon check-in and upon subsequent changes to new rooms.

Residents cannot remove residence furniture from their apartments but may rearrange as needed.

A Conference Center representative will inspect each room at the end of the term. Off-site Residents at the Bird Sanctuary Apartment and Dairy Apartment must schedule an inspection prior to departure in order to recover the security deposit if a deposit was collected. Once the apartment has been inspected and found orderly any deposit can be applied to the final rent charge. For REUs, URAs, and Interns the RM will inspect the apartment up to three days before the departure of the last person in the apartment. Residents are responsible for damage in the amount required to bring the unit back into service.

### Extra Soiling

Sometimes field grime is brought back from the research field on boots. Extra cleaning or repair costs will apply as required to remediate excessive soiling or damage. Keep dirty boots outside the door.

#### **Additional Terms**

The following requirements of state law, University regulations and ordinances, University Housing policies have been designed to maintain an appropriate physical and social environment at the W. K. Kellogg Biological Station for the mutual benefit of all Residents.

## Guests and overnight visitors

Overnight guests are not permitted for summer programs participants who are doubled up with a roommate.

### Pets and Service Animals

Pets are not allowed in short-term lodging. Summer programs tenants may request an exception to policy through the Academic Programs Coordinator. Any exceptions to policy must be supported by a Verified Individualized Services and Accommodations (VISA) available through the MSU Resource Center for Persons with Disabilities (RCPD) or the Resident's home institution. Unauthorized pets in short-term lodging is grounds for loss of KBS housing.

KBS adheres to ordinance 23.02, & Sec.(s) 03, .04 and .051. The VISA acts as the Service Animal Exception request form at KBS and applies to lodging. See recourses below:

 $\frac{https://trustees.msu.edu/meetings/documents/2021/Service\%20Animal\%20Policy\%20Exemption\%20Form\%20FINAL.pdf$ 

https://www.rcpd.msu.edu/services/serviceanimal

### Noise

The Resident agrees not to create noise or amplified sound which disturbs others. Repeated violations will result in the removal of the stereos, instruments, or amplifying equipment. KBS quiet hours are 11:00pm – 7:00am.

### **Smoking**

**MSU** is a tobacco and smoke free campus. Resident agrees not to smoke or use tobacco products on KBS property. Smoking is prohibited in ALL MSU buildings including apartments.

#### **Alcohol and Controlled Substances**

Residents under 21 agree to refrain from consuming alcoholic beverages or consuming controlled substances without an express prescription. No inhaled cannabinoids or tobacco are allowed per MSU ordinance. The Resident agrees not to possess, consume, sell or deliver alcoholic beverages or other controlled substances to Residents under the age of 21. All MSU ordinances governing alcohol, tobacco and other controlled substances apply at KBS. Residents aged 21 and over may possess personally purchased alcoholic beverages within the confines of their dwelling, however Resident agrees to keep it there and not egress outside the threshold of their lodging with that alcohol, nor will they offer it to a minor or allow a minor (under 21) to be in the room while the alcohol is consumed. MSU security has the responsibility to halt privately held events in lodging where security suspects underage drinking. All instances of underage drinking must be reported to KBS leadership.

### **Conducting or Soliciting Business**

Residents may not use the assigned room or any part of the residence area and dining facilities to advertise, sell, solicit, conduct or serve as an agent for business, except as defined in the policies regarding Fund Raising, Campaigning, Canvassing, and Petition Drives; and Revenue Producing Events.

### Intimidating and discriminator behavior

The Resident must respect others and refrain from intimidating or interfering with the quiet enjoyment of the premises by others, specifically, but not limited to: behavior which attempts to discriminate or intimidate based on race, religion, sex, nationality, sexual orientation, gender identity, veteran status. An example would be to force a roommate or suite mate to move out of the room or suite, or to prevent a new roommate or suite mate from moving in, and behavior which is disruptive in the laboratory, classrooms or any other W. K. Kellogg Biological Station facilities. KBS staff represent MSU and will abide by MSU diversity equity and inclusion

Summer programs lodging

Terms and Conditions - 2023

policy. MSU facility and staff are obligated to enforce the MSU code of conduct. Everyone at KBS is a mandatory reporter of workplace and sexual violence.

### **KBS Security**

Residents must follow the direction and guidance of KBS security. KBS security is a resource for information on local rules, ordinances and safety. In case of inclement weather warning at night KBS security will provide direction to safety. The resident mentor and KBS security work together to maintain a safe environment.

**Door Codes** are changed every time a resident departs. Codes are unique for the time and place of each occupancy then removed as part of the reset process.

# Children

Parents must assume complete responsibility for the behavior of their children. Children are welcome at the W.K. Biological Station, but parents are responsible for seeing that their children do not create disturbances or go into unauthorized and unsafe areas. An adult must accompany children under 14 years old at all times while at KBS. Of particular concern is the lakeshore. The W. K. Kellogg Biological Station provides no lifeguard service. Research fields, laboratories, and offices are restricted areas to children.

#### **Facilities information**

# Apartment and Orchard Dorm Suites furnishings:

All rooms are furnished with pillows, lamps, blinds, beds, mattress pads, desk or table, chair and a dresser. We will include bed linens and towels to include (1) pillowcase, (1) set of sheets, (2) towels, (2) washcloths per student. One day a week new linen and towels will be delivered. Please have dirty linen placed in middle of floor for housekeepers to retrieve. Fresh linens will be left for you, but only if you have stripped your bedding and left linens as described. Please check the Conference Center Front Desk for housekeeping schedule. Most summer program participants will be placed in an apartment, which includes a refrigerator, stove or microwave, and minimal cooking and eating utensils. There are no kitchens in Orchard Dorm Suites. Residents may not substitute furnishings without prior permission from the Conference Center Management.

#### Bergner and Hayes House

No linens, pillows, or bedding are provided. Guests must bring their own. Guests must bring their own toiletries (toilet paper, tissue, dish soap, etc.).

#### Cabins

All linens provided – Cabin A has a full kitchen in a living/dining room area. Cabin B and C have a full fridge and microwave in living/dining room area.

# Telephones

For persons without access to a telephone the Conference Center will allow a local call through any of the McCrary hall business telephones. To make a long distance call on a KBS phone, the user must have a phone card. Please press 9 and then phone number.

#### Television service

Some of the Apartments have smart TVs; however, most rooms do not have televisions. The entire facility is Wi-Fi enabled and most summer Residents use their smart device to stream programming.

### **Other Facilities**

Laundry room next to Room 16 in Sheriff Hall and lower level of Orchard Dorm suites. Activity room in the Orchard Dorms next to Room 3 contains a pool table and plenty of lounge chairs.

Athletic equipment can be checked out at the Conference Center Front Desk.

Fitness Room - please check with the Conference Center Front Desk for access and waiver. The Fitness center access is from 40<sup>th</sup> Street and is available for \$10.00 per month. Contact the Conference Center for a use agreement and registration to use the fitness center.

Swimming area is off Windmill Island with boundaries marked by white buoys. Do not swim off the boat dock or pagoda. Do not swim to or climb on floating swim rafts outside the marked area.

The activity room and the laundry room are shared facilities with other Residents and Conference Center Guests of the W.K. Kellogg Biological Station, particularly conferences here for short periods of time.

Quiet hours are 11:00 p.m. to 7:00 a.m. We ask that everyone respect and encourage others to respect quiet hours. Roommates, Resident Mentors, and KBS Security will enforce quiet hours.

# Safety and Security

The University does not carry insurance on personal property and, in most cases, students away from home are not included in their parents' insurance policies. The University recommends that students obtain their own personal property insurance, or have it added to that of their parents.

In case of a Medical Emergency, call 911 directly. If calling out from a house phone press 9 before phone number in order to get an outside line.

Thefts, no matter how small, should be reported as soon as possible to the Conference Center at (269) 671-2400. Summer programs participants should contact the resident mentor to report thefts. The RM will notify the <u>Conference Center</u> and <u>the Academic programs Coordinator</u> and Facilities Operations.

Contact the Conference Center at (269) 671-2400 or (269) 377-4930 after 4:30 PM or by Email conference@kbs.msu.edu .

Resident agrees to notify the Academic Programs Coordinator if at any time the Resident tests positive for COVID-19.

This is the end of the agreement section. Please return to the Wufoo form to submit your acknowledgement of this document and your agreement to abide by the terms and conditions stated herein.