

EXHIBIT 5

CONTRACT FOR RESIDENCE HALLS SERVICES - ROOM AND BOARD
2007-2008

Department of University Housing
448 Hamlin Hall
Oakland University
Rochester, Michigan 48309-4401
(248) 370-3570
Email: housing@oakland.edu

EXHIBIT
3
Feldman
10/9/09 ch

Room Assignment _____

Room Phone # _____

FIALKA - FELDMAN

1. Read this Contract thoroughly including the "Terms and Conditions" located on the reverse side.
2. **All Contract acts must be accompanied by a \$100 down payment (Fall/Winter) or \$50 (Spring/Summer) as indicated in Section V of the terms and conditions (see reverse side). Payment must be made by check or money order.** Cash and credit cards will not be accepted.
3. Complete each item and sign where appropriate.
4. If you are not 18 years of age, an adult co-signer/guarantor is required.
5. Return Contract to the Department of University Housing, 448 Hamlin Hall, Oakland University, Rochester, MI 48309-4401.

G 00737909
G 00069646

Name (Print) Fialka FELDMAN MICHAEL Student Number G 00069646
Last First Middle Initial
Mailing Address 10474 La Salle Huntington Woods, MI 48070
Number & Street City State Zip Code
Phone 248-546-4870 Social Security Number 372-94-0070 E-Mail MICHAELFF@AOL.C
(Area Code) Number
Cell Phone _____ Age 23 Date of Birth 9-20-87 Male Female
(Area Code) Number
Name of Parent or Guardian RICHARD FELDMAN Month Date Year
Mailing Address 10474 La Salle H.W. MI 48070 Phone 248-546-4870
Number & Street City State Zip Code
E-mail ruaw@aol.com mfeldman@uow.net 11/21/67 per George phone FBW

CONTRACT PERIOD: Fall 2007 Winter 2008 Spring 2007 Summer 2007

Check Appropriate Space:

- New to O.U. - Freshman
- New to O.U. - Transfer
- Returning O.U. Student - Renewing Contract
- Returning O.U. Student - Presently Commuting
- Readmit to O.U.
- Other (please identify) OU - TRANSFER OPTIONS

ACADEMIC YEAR MEAL PLAN OPTIONS (Select one).
ALL STUDENTS IN RESIDENCE HALLS MUST HAVE A MEAL PLAN.
 285 meals plus 50 points (per semester)
 210 meals plus 100 points (per semester) 114
 150 meals plus 250 points (per semester) 110

Have you ever been convicted of or pled guilty to or pled no contest to a crime or been found delinquent by a juvenile court? Yes ___ No
Are there any felony charges pending against you? Yes ___ No

If you answered yes to any of these questions, please attach a separate written statement indicating the date, place and description of each conviction, plea, delinquency finding, or felony charge. The University may, in its sole and absolute discretion, decline to enter into this Contract based upon the foregoing responses and/or your written statement.

I understand that the Department of University Housing (a) has the sole and absolute discretion to make and change room assignments in campus housing, determine occupancy of any room, fill any vacancies and approve room changes, and (b) may change my room and/or accommodation assignment at any time if the University, in its sole and absolute discretion, decides that reassignment is in the University's or the student's best interests. The University will attempt to accommodate my preferences, but does not guarantee assignment to a particular building, type of accommodation, specific roommate or single room. I agree to accept any room assignment(s) made by the Department of Housing and to pay the rate applicable to the assigned room(s) according to the schedule of rates. I also understand that this Contract covers the designated semesters/sessions shown on the Contract, and that I must continue to live in my assigned room(s) throughout the period covered by this Contract.

I HAVE READ, UNDERSTAND AND AGREE TO FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS FOUND ON THE REVERSE SIDE OF THIS PAGE WHICH ARE INCORPORATED HEREIN BY REFERENCE AND TO PAY ALL AMOUNTS DUE PURSUANT TO THIS CONTRACT. THIS CONTRACT SHALL NOT BE BINDING AND ENFORCEABLE UNTIL RECEIPT OF THE CONTRACT SIGNED BY THE STUDENT AND CO-SIGNER/GUARANTOR (IF APPLICABLE), RECEIPT OF THE REQUIRED DOWN PAYMENT AND WRITTEN APPROVAL OF THIS CONTRACT BY A UNIVERSITY REPRESENTATIVE.

I CERTIFY THAT THE INFORMATION SET FORTH IN THIS CONTRACT AND SUPPORTING MATERIALS IS COMPLETE AND ACCURATE.

Student MICHAEL FELDMAN Date Oct. 7, 2007
I hereby personally guarantee payment of this Contract:
CO-SIGNER/GUARANTOR Richard Feldman CoSigner/Guarantor Social Security Number 123456789
Relationship PARENT Date Oct 7, 2007

* OFFICE USE ONLY *
Date Received 10/30/07 Down-payment Ck. or Money Order No. AL9301 Financial Inst. INT. UAW Fed. CRU Staff Initials: +
Roommate: _____ SLARMAP _____ SLAMASG _____ Food Svc _____ Hsg Rot _____
Roommate: _____ SLARASG _____ SPAIDEN _____

200810

TERMS AND CONDITIONS

- I. **ELIGIBILITY:** To be eligible for University housing, a student must be enrolled as a student at the University throughout the entire period of the Contract. If the student's enrollment is terminated for any reason, the student agrees to vacate his or her room within seventy-two (72) hours of receiving notice of the termination or sooner if the Vice-President for Student Affairs determines in his/her sole and absolute discretion that it is in the University's best interest for the student to do so earlier.
- II. **CRIMINAL ACTIVITY OR OTHER MISCONDUCT:** The University may, in its sole and absolute discretion, immediately terminate this Contract if the University discovers that after the date the student signed this Contract: (a) the student has been convicted of or pled guilty or no contest to a crime or found delinquent by a juvenile court; or (b) if there are felony charges initiated or pending against the student.
- III. **LICENSE:** This Contract is a conditional, limited, revocable, non-transferable, non-assignable license for the student to occupy a room in a University-owned facility. The student acknowledges that his or her occupancy of a room in a University-owned facility is a privilege and not a right. This license is subject to the University's unilateral right to make and change room assignments, the terms and conditions set forth in this Contract, the University's right to terminate this Contract, and the University's rules and regulations regarding student conduct and housing.
- IV. **PERIOD OF CONTRACT:** This Contract covers the designated semester/session, or if a student applies after the beginning of the semester/session, that portion of time remaining after the effective date. The University reserves the right not to grant or to terminate housing contracts to students with disciplinary or criminal conviction records.
- V. **SPACE RESERVATION AND DOWN PAYMENT:** The University will reserve available space for the student in a residence hall after the student submits a signed Contract, with a non-refundable room and board down payment of \$100 for semester entry or \$50 for session entry, and after the University approves this Contract. Available space is assigned to students based upon the date that the signed Contract is approved by the University.
- VI. **OCCUPANCY:** Students may occupy their rooms according to the schedule published by the Department of University Housing at the beginning of each semester/session. Any student who fails to occupy their assigned room on or before the end of the first week of classes in any semester/session, without prior written approval of the Director of Housing, shall forfeit their assignment to that room. Students will not be allowed to occupy their rooms in advance of the official opening of the semester/session, or during the Thanksgiving and Winter Breaks, or between semesters/sessions. Students are to vacate their rooms at the end of a semester/session when the University is closed and during vacation periods according to the schedule published by the Department of University Housing.
- VII. **CONTRACT CANCELLATION BY STUDENT:** The Department of University Housing may, in its sole and absolute discretion, agree to release a student from this Contract upon receipt and approval of a Contract release request form. Students must be released from this Contract and required to pay penalty fees as described in the following table.

SEMESTER/SESSION	DOWN PAYMENT (Required upon receipt of Contract)	CANCELLATION/PENALTY FEES
Fall Semester	\$100	By June 14 a. penalty fee of \$100 June 15 to start of Contract period a. penalty fee of \$200 During Contract period a. penalty fee of \$300 b. per diem rate for number of days in Contract period prior to effective date of release
Winter Semester	\$100	By November 30 a. penalty fee of \$100 December 1 to start of Contract period a. penalty fee of \$200 During Contract period a. penalty fee of \$300 b. per diem rate for number of days in Contract period prior to effective date of release
Spring & Summer Semesters	\$50	Two weeks prior to start of Contract period a. penalty fee of \$50 From 14 days before start of Contract to start of Contract period a. penalty fee of \$100 During Contract period a. penalty fee of \$100 b. per diem rate for number of days in Contract period prior to effective date of release

Any student who withdraws from Oakland University and University housing, will receive a pro-rated refund for the amount paid beyond the charges covering the time spent in the residence halls.

VIII. **MEALS:** Meal service is contingent upon the official University calendar and a schedule will be published prior to the beginning of the semester/session. Meal plans are not transferable and credits are not given for meals that are missed. Rates for board do not provide for meals during the official holidays listed on the University calendar.

IX. **REGULATIONS AND TERMINATION OF CONTRACT BY THE UNIVERSITY:** The student agrees to comply with all University and/or Department of Housing ordinances, rules, regulations and procedures, which are incorporated herein by reference. The student acknowledges that he or she is responsible for knowing and understanding all applicable University and Department of Housing ordinances, rules, regulations and procedures, and are also available electronically at the University's web site. The University may, following established disciplinary procedures, terminate this Contract if the student fails to comply with all University and/or Residence Hall ordinances, rules, regulations and procedures. In addition, the University may immediately terminate this Contract if (a) the student is no longer enrolled as a student at the University; (b) the student or the co-signer/guarantor fail to pay any amount due under the Contract; (c) the student fails to provide the Director of Housing any written statement required by this Contract; and/or (d) the University determines, in its sole and absolute discretion, that termination of the Contract is in the best interests of the University, the student, other University students and/or the local community. Upon termination of this Contract for any reason, the student agrees to vacate his or her room within seventy-two (72) hours of receiving notice of the termination or sooner if the Vice-President for Student Affairs determines in his/her sole and absolute discretion that it is in the University's best interests for the student to leave earlier. The University shall have the unconditional right to terminate or take possession of the room by any lawful means, without being guilty of trespass, and without waiving any of the University's other rights or remedies.

X. **RESIDENCE HALLS MEMBERSHIP:** This Contract automatically constitutes acceptance of membership in the Residence Halls Student Association, including all rights, privileges and responsibilities of such membership, and participation in house at student government and payment of Student Association dues.

XI. **USE OF FACILITIES:** The University Housing Staff or any other University representative may, when they deem it necessary, in their sole and absolute discretion:

- A. Change room assignments or require a student to move to different accommodations.
- B. Enter assigned rooms at any time after with prior notice to the student and the student's permission, or without prior notice to the student and without the student's permission to (i) to take inventory of University-owned equipment; (ii) to inspect rooms for damage or make repairs or complete physical maintenance; (iii) during the duties; (iv) to inspect for compliance with health, fire or building codes; (v) if there are violations of any University or housing policies or procedures; (vi) when the University has reason to suspect imminent danger to health, safety or property; or (vii) to check rooms for holiday recreation and contestation break closures.
- C. Control use of rooms in an event of an epidemic.
- D. Assign additional students to any room which is below its normal capacity.
- E. Assign a third occupant to a double room as the need arises.
- F. Initiate and implement disciplinary action when any student prevents or impedes University Housing staff from carrying out their responsibilities for proper facilities usage.

XII. **DAMAGES:** The student agrees to be responsible for any cost incurred by the University arising from the student's use of the residence halls, including, but not limited to unauthorized possession of University keys and repairs attributable to student caused damages. Alteration of the furnishings, fixtures, walls, floors and ceilings is prohibited.

XIII. **LIABILITY:** The University assumes no liability for any claim of loss, injury or damage to persons or property incident to the use or occupancy of the residence halls and each occupant accepts full responsibility for the safety and security of his or her self or a person and property.

XIV. **RATES:** Rates for University housing and food services shall be established and revised from time to time by the Board of Trustees of the University. Rates are subject to change per Board of Trustees approval.

XV. **DEFAULT:** In the event of the default of any student, or co-signer/guarantor to fulfill any financial obligations under this agreement, the University may, at its sole and absolute discretion, summarily suspend any privileges of membership, and may, in addition, institute legal action as well as student disciplinary procedures.

XVI. **EMERGENCY CLOSING:** The University reserves the right to close any of all residence halls and to discontinue food service for the duration of any health emergency caused by weather, power failure, strikes, riots, fires, disasters, or other condition beyond the control of the University, which would make it temporarily impossible or imprudent to maintain residence halls or food service. The University shall be under no obligation to admit fees or charges or to pay damages of any nature as a result of any emergency closing.

XVII. **MISCELLANEOUS:** A Michigan law shall govern this Contract. This Contract may not be assigned without the prior written consent of the other party. The invalidity or unenforceability of any other term or provision hereof shall in no way affect the validity or enforceability of any other term or provision of this Contract. This Contract contains the entire agreement between the parties and cannot be modified except by subsequent written agreement between the parties. A waiver by either party of any provision or breach of this Contract shall not waive any other provision or breach.

XVIII. **CONFLICTS:** The terms of this Contract shall govern in the event of any conflict between this Contract and any document incorporated by reference into this document.

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