



Housing and Residential Services

Division of Student Affairs

By signing this document, I am agreeing to all aspects of this contract for room and meal plan with Housing and Residential Services at Northern Illinois University for the length of the academic year contract period (includes Fall and Spring), or the balance thereof as indicated on this contract. I assume responsibility for payment at the rates established by the University (go.niu.edu/compare). I hereby agree to the terms and conditions as defined in this document, and to all rules and regulations of the University to be in effect relative to residence hall, Campus Dining Services operations, and the Student Code of Conduct, including but not limited to the Housing Handbook and the Student Financial Agreement. It is expressly provided that this contract may not be canceled by me during the contracted academic year, as long as I am enrolled as a full-time student at Northern Illinois University. I understand that if I am not prepared to commit to live on campus for the full year, I should not sign a contract at this time. Students are not typically released from the contract to commute from home or change to off-campus housing once the contract is in effect. I have a maximum of three (3) business days after initiating this Housing and Residential Services contract to submit written verification of my wish to nullify it. Information regarding dates and conditions of contract cancellation for students who withdraw from the University, are granted a medical release, graduate at mid-year, or are granted a contract release due to other exceptional circumstances, is found below.

CONTRACT PERIOD

Residence hall contracts are binding and valid for an entire contract period, which includes both the Fall and Spring semesters. The fall portion of the contract period spans from the official semester move in day prior to the first scheduled class day (as posted by Housing and Residential Services) through the Saturday following the last scheduled final exam day. The Spring portion of the contract period spans the Friday prior to the first scheduled class day of the semester through the Saturday following the last scheduled final exam day. For the purpose of this contract, Housing and Residential Services follows the official NIU Academic Calendar for undergraduate students. Special academic programs schedules may differ and operate outside the terms of this contract. Specific information related to move-in/move-out dates and rates can be found on the Housing and Residential Services website, niu.edu/housing. Annual move in and move out dates for Northern View Community may be listed on a separate addendum. Any requests to stay outside of these timeframes requires approval from Housing and Residential Services and will be billed at a rate determined by Housing and Residential Services. Any request for additional days is not guaranteed and may be denied for any reason. Dates are subject to change by the University as deemed appropriate and will be communicated to students in advance.

OPTIONAL EXTENSIONS FOR SUMMER (OR WINTER BREAK IN RESIDENCE HALLS)

All contractual clauses contained in this document extend to any optionally selected/added summer or winter break timeframes for the residence halls as well as Northern View Community contracts as appropriate. Once a request has been submitted to Housing and Residential Services either through the online contracting and sign-up portal, a paper copy of the contract, or through an email request, it is considered binding and amends the contract period described above, including any additional charges (assuming the request was deemed valid by Housing and Residential Services). Any selection of the optional winter break timeframes in the residence halls is considered, and forwarded for billing to the Bursar, as part of the spring term. Summer term is contracted separately based upon facility availability as determined by Housing and Residential Services.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

This contract is not intended to provide detailed residence hall information, which can be found in *the Housing Handbook*, posted on the Housing and Residential Services website, niu.edu/housing. **University regulations and policies affecting Residence Hall and Northern View Community contracts are subject to changes and additions. Such changes and additions made after September 1 of the applicable fall term shall be officially announced, updated on the website and sent through official university email and this shall constitute actual notice to residents. Changes and additions shall become effective and binding 48 hours after such official announcement.** Failure to observe University regulations or Federal, State, or local laws subjects the violator to University disciplinary action and/or prosecution in the civil courts, and/or remedial action under the terms of this contract, including the authority to assess financial penalties administratively according to a published schedule in *the Housing Handbook*. Refer also to the University publications *Student Code of Conduct* and *Student Handbook*. Residence halls are owned/operated by the University, under the control of The Board of Trustees of Northern Illinois University, and in certain instances have been pledged under Illinois law to secure funds used to defray the cost of their construction. A room key and/or card shall be issued to each student. The key/card shall remain University property, loaned or licensed to the student only so long as the student may rightfully occupy the residence hall room to which the key/card provides access. The student shall not deliver, surrender, or otherwise relinquish possession of the key/card to another person without the consent of an authorized University official, nor shall the student duplicate or modify the key/card or cause or permit the key/card to be duplicated or modified. Responsibility for immediate supervision of residence halls lies with Northern Illinois University and requires the reservation of a reasonable right to entry into student rooms. The University assumes no responsibility or liability for personal property of students. This includes but is not limited to damage, loss, fire, theft, flooding/water damage and consequential injuries. Students desiring this kind of property protection must make their own arrangements for appropriate personal insurance.

SUBMISSION FEE AND PAYMENT OF ROOM & MEAL PLAN CHARGES

When submitting a residence hall or Northern View Community contract, new students and current off-campus students must submit a contract payment of \$150 which includes a \$25 non-refundable processing fee and a \$125 prepayment on account. Current residents who renew a contract for the next academic year before May 1 are not obligated to pay the processing and prepayment fees.

Room and meal plan charges are added to the student's account with the University and are subject to the terms and conditions of the Student Financial Agreement managed through the **NIU Office of the Bursar's billing system**. Periodic statements will be posted on the student's MyNIU web portal, showing the amount due to the University and the payment due date. Terms and conditions governing billing and payment may be obtained from the NIU Office of the Bursar.

A student whose account is delinquent will be subject to penalties as outlined in terms and conditions of the Student Financial Agreement and applicable University policy. Checks and other payments returned to the University for insufficient funds, or any other reason will be assessed a service charge at the then-prevailing rate. Within seven (7) days after a bill is rendered, students must pay for assessments for damages to their room, attributed public area damage, and/or for a pro-rated share of damages to areas of their residence hall which are not assignable to an individual, including damage attributed to activation of smoke detectors and sprinkler heads.

SUB-LICENSING AND UNAUTHORIZED USE OF ROOMS

Students shall not: (i) Sub-license, or otherwise transfer occupancy of their assigned space to another person, (ii) allow anyone to live in the assigned space who is not assigned to it and/or registered and authorized by University Housing and Residential Services, or (iii) assign this contract to any other person. **Residents who allow their room to be used in violation of this provision are subject to a penalty charge not to exceed the full room charge for each violation for the full contract period.** Residents may not have visitors stay for longer than 72 hours in any 7-day period. Residents may not have overnight guests in their room without the advance permission of their roommate(s). Refer to the Housing Handbook for specifics.

NON-WAIVER OF COVENANTS AND CONDITIONS

Failure of the University to insist upon strict performance of any of the covenants or conditions of this contract, or to avail itself of any rights or privileges enumerated herein in any one or more instances with regard to any one or more students, shall not constitute a waiver or relinquishment for the future of such covenant, condition, right, or privilege, but the same shall remain in full force and effect. Receipt by the University of any payment, with knowledge of the breach of any covenant or condition hereof, shall not constitute a waiver of such breach, and no waiver by the University of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of the University.

PROVISIONS FOR CONTRACT DIFFERENTIATION BETWEEN NORTHERN VIEW COMMUNITY AND RESIDENCE HALLS

Depending on the contract type a student engages in, the terms of this contract as defined include, extend, or limit certain clauses, when applicable. The applicable contract remains valid and in effect based on student selections, assertions, and choices as recorded through the online system, or by a signed request to amend the contract by addition.

PROVISIONS FOR NORTHERN VIEW COMMUNITY CONTRACTS ONLY

Contract Differentiation in Northern View Community: Housing and Residential Services offers two different contract types for Northern View Community that are mutually exclusive and have different qualification criteria for students as outlined on the website niu.edu/housing. The two types of Northern View Community contracts are: (1) Traditional-Style and (2) Family-Style with Joint and Several Liability.

Financial Liability:

Traditional-Style: Billing for Northern View Community traditional-style apartments is based on each individual bedroom or bed space, hereafter referred to as "space".

Family-Style with Joint and Several Liability: Each NIU student resident is responsible for the entire rent charge for the apartment unit assigned. Each NIU student resident is responsible for said charge both individually and jointly with the other NIU student residents who have signed housing contracts for their assigned apartment. **If the number of NIU students occupying an apartment change during the contract period, the rent will be redistributed equally among the remaining NIU student occupants if remaining students agree to accept the additional charges in lieu of NIU assigning another student to the vacant space(s) for the duration of the original contract period.** This is irrespective of whether another apartment resident(s) cease(s) to occupy said apartment, and irrespective of whether Housing and Residential Services has terminated the other student resident(s) occupancy for any reason.

Occupancy Limitations for both Northern View Community Contract types: Only adult person(s) who registered as current NIU students and have entered into a signed, written housing contract, and dependents who have been properly registered under the contract, are permitted to live in Northern View Community apartments. Except for emergencies or guests, no area within the apartment other than bedrooms will be used as a sleeping area. Each resident agrees to participate in good faith in mediation between enrolled full-time NIU students (primary occupants), as may be requested by other primary occupants in the apartment, to resolve issues involving the housing contract, unless mediation is prohibited or not appropriate under applicable law and regulation.

Additional Occupancy Limitations for Traditional-Style Contracts: Limits on occupancy: No more than one person will be allowed per bedroom.

Additional Occupancy Limitations for Family-Style Contracts: Limits on occupancy: No more than two persons will be allowed per bedroom. There must be at least one primary occupant in an apartment unit who is enrolled as a full-time NIU student at any time during the academic year (August to May). Residents who were enrolled as a student during the previous spring, or are enrolled for the following fall, may have a summer contract that includes the immediate summer session even if they are not enrolled at NIU for summer classes. Residents desiring to have a dependent living with them shall disclose this fact to Housing and Residential Services at the time they contract for housing and must submit proof of being a birth parent and/or legal custody/legal guardianship of any child(ren) they plan to have living with them, or proof of dependent relationship with the non-student wishing to reside in the apartment. Residents who obtain custody or guardianship of a child(ren) or who adopt or give birth to a child during the contract period shall notify Housing and Residential Services immediately upon the child(ren) moving into the apartment. Any prospective non-NIU student adult occupant must meet the qualifications set forth by Housing and Residential Services for residency in Northern View Community apartments and must have the occupant submit a copy of a government issued photo identification, as well as consent to a background check if required by NIU. Residents desiring to have a dependent or non-NIU student adult live with them after submitting their contract must disclose such information immediately to Housing and Residential Services and provide necessary documentation to receive authorization prior to the occupant/dependent moving into the apartment.

ROOM SELECTION/ASSIGNMENT POLICY

The University reserves the right to: assign space; authorize or deny room and roommate changes; change the occupancy limit of a room and require a student to move from one room/apartment or residence hall/building to another. However, the right to reassign space can be limited by the student to: (a) apply only to Northern View Community or (b) only apply within the residence halls, by limiting the contract to only apply to (a) Northern View Community or (b) residence halls. If the new placement has a different room rate, the new rate shall automatically be applied. Open beds will become available throughout the residence hall system during the year. The residents of rooms with a vacant space may have the choice to guarantee the room as a single for the remainder of the academic year, if offered, based on capacity considerations. To buyout the second side of a room, the student is charged the single rate for their respective building, prorated according to the date that the University guaranteed single occupancy for the remaining balance of the contract. The provision for a double room buyout is subject to availability and is not valid for spaces that are already determined to be a single occupant space. If a double room buyout is not selected, occupants retain the room as before, (i.e. no use of second set of furniture in room, but with the same billing) with the understanding that a new roommate could be assigned at any time. Once the open space has been reserved by another resident, the occupant no longer has the option to change his/her room to a double room buyout. Students of another gender will not be assigned to, nor may they occupy, a double occupancy bedroom, shared suite and/or apartment unit together, except where the University has determined the applicable space is designated as gender inclusive. Students who are not checked in by the third day of classes of each semester and who do not notify Housing and Residential Services in writing of a late arrival, may be reassigned to another room or residence hall on a space-available basis. Continuing NIU students who have a contract for the upcoming fall semester and are not enrolled in courses by August 1 may be reassigned to another room or residence hall on a space-available basis.

CAMPUS DINING SERVICES

All residents of Northern Illinois University residence halls are required to purchase a residential meal plan determined by Campus Dining Services (Northern View Community residents can optionally contract for meal plans but are not required). University identification (OneCard) for dining hall entry may be used only by the student to whom it was originally issued. University identification used inappropriately is subject to confiscation. No refunds are made for meals on residential plans that are missed for any reason. In addition, residential students can purchase optional meal plans and dining dollars while choosing their room to supplement the required residential plan. For further information on residential and optional meal plans, and dining dollars refer to information referenced during room sign-up or by visiting niu.edu/dining.

Any selection of optional meal plans will be assumed to be for the same semester(s) as the room selection. Any optional meal plans selected in conjunction with room selection can be cancelled or changed only upon receiving a valid request in accordance with dates established by Campus Dining Services for each semester. In order to determine submission methods for cancellations, please refer to niu.edu/dining. Time and date of request is determined as time and date recorded by a time stamp on receipt for any paper submissions or the date and time stamp the submission records for digital requests.

CONTRACT CANCELLATION/WITHDRAWAL CHARGES

Students have three (3) business days after initiating a Housing and Residential Services contract to submit written verification of their wish to nullify their contract. After this three-day period, students are not typically released from their contractual obligation to commute from home or move to alternative off-campus housing. Students may only cancel their contract if they will not be attending Northern Illinois University during the contract period. Residents who will be continuing as NIU students during the contract period may file a Contract Release Request for an exception caused by a change in academic status, such as participation in a full-semester academic assignment (student teaching or internship) outside DeKalb County, participation in Study Abroad or completing requirements for graduation and not continuing as an NIU student past graduation. However, in certain exceptional circumstances (parent/guardian no longer employed, unforeseen financial catastrophe, etc.), Housing and Residential Services will consider a contract release request. A contract release request for any reason, including University withdrawal, must be made in writing to Housing and Residential Services, according to the deadline dates listed in the section below. Housing and Residential Services typically processes fully documented release requests within 15 business days of submission. The date the fully documented submission is received is the date used for comparison to deadlines for refunds/charges. Only fully documented submissions will be considered.

Students Who Sign Contract for the Academic Year (Fall & Spring Semester):

Cancellation Prior to the Start of or During the Fall Semester:

New students: \$125 of the contract payment is refunded to new students when written notification of non-attendance is received or a formal contract release is granted by May 1; \$75 is refunded between May 2 and July 1; and after July 1, the contract payment is not refundable.

Returning residents: No charge is assessed when written notification of non-attendance is received or a formal contract release is granted by May 1; a \$50 charge is assessed to current residents between May 2 and July 1; a \$125 charge is assessed after July 1 for any contract termination.

Both New and Returning Students: After August 1, an additional \$100 contract severance charge is assessed to both New and Returning students. Once the semester begins, students will be billed the greater amount of the prorated room and meal plan charges or the charges described above, in addition to the \$100 contract severance charge. Should prorated room and meal plan charges be lower than the amount of forfeitures on deposits for new students or financial charges for returning residents, forfeitures and financial charges will be assessed in an amount equal to the forfeiture on deposits prior to move-in less prorated room and meal plan charges or a financial charge on contract cancellation prior to move-in less prorated room and meal plan charges. Room charges are in effect from the start date of the applicable semester through the date that a student checks out with a staff member and returns their key.

All Students - Cancellation of Spring Semester: No late charge is assessed when written notification of non-attendance is received or formal release is granted by December 1; there is a \$50 late charge between December 2 and December 15; and beginning December 16 there is an additional late charge of \$75 (total of \$125 in late charges). In addition, after December 16, all students who break their housing contract are subject to a contract severance charge of \$100 in addition to the late fines outlined above. Once the semester begins, students will be billed the greater amount of the prorated room and meal plan charges or the charges described above, in addition to the \$100 contract severance charge. Should prorated room and meal plan charges be lower than any financial charges, a financial charge will be assessed in an amount equal to the financial charge on contract cancellation prior to move-in less prorated room and meal plan charges. Room charges are in effect from the start of the term through the date that a student checks out with a staff member and returns their room key.

Students Who Sign Contract for Spring Semester Only:

\$125 of the contract payment is refunded when written notification of non-attendance is received or a formal contract release is granted by December 1; \$75 is refunded by December 15; and after December 15, the contract payment is not refundable. After January 2, an additional \$100 contract severance charge is assessed. Once the semester begins, students will be billed the greater amount of the prorated room and meal plan charges or the charges described above, in addition to the \$100 contract severance charge. Should prorated room and meal plan charges be lower than the amount of forfeitures on deposits for new students or fine charges for returning residents, forfeitures and financial charges will be assessed in an amount equal to the forfeiture on deposits prior to move-in less prorated room and meal plan charges or a financial charge on contract cancellation prior to move-in less prorated room and meal plan charges. Room charges are in effect from the start of the term through the date that a student checks out with a staff member and returns their room key.

All residents, all semesters, independent of entry into NIU or when contract was signed:

Beginning with the first calendar day after the last day to withdraw from a full semester course or from the University with a partial refund as established by Registration and Records and Bursar, a student who is released from this contract will be required to pay the full semester's room and meal plan charge including optional meal plan selection(s). The amount of money determined by utilizing the above criteria will be charged to the student's Bursar account, plus any damages or other residence hall related charges for which the student is responsible. A student who is banned/removed from the residence hall system as part of a university disciplinary sanction (Code of Student Conduct) or criminal charges initiated by the University is not eligible for any Housing and Residential Services proration and continues to be responsible for the financial commitment of the housing contract through the full academic year. Students who have not been released to live off campus may only cancel their residence hall contract or refuse a residence hall contract if they will not be attending Northern Illinois University during the contract period. In the event of housing contract cancellation by the University, the refund/charge policy is described in sections above.

UNIVERSITY WITHDRAWAL DURING THE SEMESTER

Students must notify Housing and Residential Services in writing as soon as they withdraw from NIU. Students are expected to vacate their residence hall room within 24 hours of their university withdrawal. A resident may request an extension to this deadline by contacting the appropriate residence hall staff and accepting prorated charges for room and meal plan for time stayed beyond the actual withdrawal. The student's Housing and Residential Services contractual obligation remains active, and all charges apply until their university withdrawal is verified, room is vacated as determined by the formal check out procedures and returning of the issued room key/card, and all financial obligations are satisfied.

PART-TIME ENROLLMENT STATUS

Students living in the residence halls are expected to maintain full-time enrollment status. Students assuming part-time status may submit a written request to be released from their residence hall contract. Changing status from a full-time to part-time student does not automatically cancel this contract. The University may deny a contract to a part-time student or terminate their residence hall contract if it is determined to be in the best interest of the University (which may include, but not limited to significant disruptive conduct or criminal history).

CONTRACT DENIAL

A residence hall contract may be denied or terminated with subsequent financial penalties by Housing and Residential Services because of a student's past record of violation(s) of a previous residence hall contract. Students residing on a residence hall floor or apartment which, in the judgment of the University, has exhibited a pattern of damage, disruptive behavior and/or other disciplinary problems may not be eligible to return to that floor, residence hall, apartment or the entire residence hall system for the next semester or academic year. The University reserves the right to determine that the past behavior and/or criminal record of any student is such that the interests of the University, the student him/herself, and/or other students, would best be served by alteration or cancellation of a residence hall contract. If Housing and Residential Services becomes aware that a student has a record of criminal conviction(s), falsification of records or other actions indicating behavior(s) that could pose a risk to person or property

and/or could be injurious or disruptive to the residence hall or apartment community, the University may not accept or may cancel and terminate the contract. If the contract is so canceled, the student shall be entitled to a pro-rated refund of room and meal plan fees as of the date the room or apartment is vacated determined by checking-out and returning the key/card. Pro-rated charges or fine charges for the remaining contract term are determined the same way as charges and pro-rate billing for a contract cancellation or withdrawal. If the student is already residing in the residence halls, he/she may request an appeal of the contract termination within five (5) days. The Director of Housing and Residential Services, designee, or Housing Appeals Board will review such appeals, and the subsequent decision will be final.

CONTRACT TERMINATION

When a student's contract is terminated by the University for violation(s) of the contract (including termination for violations of the Code of Student Conduct), the student shall pay liquidated damages to the University in an amount not to exceed the student's remaining financial obligations under the original terms of the contract. The University shall determine the exact amount of liquidated damages in each case. If the student defaults in the payment of room and meal plan fees or in the prompt and full performance of any provision of this contract, the University may, upon three (3) days' written notice, invalidate the student's meal plan without obligation to give credit to the student for meals missed as a result of such action. If the default is not cured within the three-day period the University may, upon ten (10) days' written notice, forthwith terminate this contract and the student's right to possession of the premises and all other contracted benefits. If after ten (10) days' notice to do so, the student has not surrendered possession, vacated the premises, and delivered possession to the University, the student thereby grants to the University full and free right to enter into and upon the premises and take possession of the premises as of the University's former estate and to expel or remove the student and to remove any or all property of the student without being deemed guilty of trespass, eviction, forcible entry, or detainer. Any claims for allegations of breach of contract shall be adjudicated exclusively in the Illinois Court of Claims pursuant to Illinois law. Student agrees that property of the student so removed shall be donated to a registered 501(c) organization or disposed of in accordance with applicable law. The University shall in no way be responsible for the value, preservation, or safekeeping of any items removed from said room. Furthermore, any student whose contract is terminated in accordance with the foregoing provisions shall be forbidden under penalty of arrest for criminal trespass to enter or remain in any Northern Illinois University residence hall without the written consent of the University.

CONTRACT AGREEMENT: By signing below, I acknowledge agreement with terms and conditions of this contract for room and meal plan at Northern Illinois University for the applicable academic year and the rules and regulations set forth in *the Housing Handbook*, found on the Housing and Residential Services web site at housing.niu.edu. This contract is made and entered into by and between Northern Illinois University and the undersigned student and/or parent or legal guardian (when the student is under 18) for room and meal plan **for the entire academic year. It is agreed and understood that the student may not cancel this contract so long as she/he is enrolled at the university at any time during the contract period.** It is further agreed that this contract constitutes a license and does not create any express or implied rights of tenancy or associated property interests for the student.

Print name

Student's Signature

Z ID

Date

Parent's or Legal Guardian's Signature (if student is under 18 on signing date*)

Date

*When a contract is submitted by a student less than 18 years of age on the day the contract is dated, and the parent/guardian signature is not included, Housing and Residential Services will hold the contract for 14 days. If parent/guardian verification is not received at the Residential Administration office by that date, the original contract may be canceled, nullifying the student's priority room selection. The contract fee will be forfeited. Failure to submit a parent/legal guardian signature or reactivate the contract process does not exempt the student from the University Residency Requirement.

Director or Designee, Housing and Residential Services

Date