

RETAINED BY THE STUDENT

A D D E N D U M NORTHERN ILLINOIS UNIVERSITY RESIDENCE HALL CONTRACT

2009-2010 Edition

CHECK-IN INFORMATION

University residence halls will be open for students to move in according to the following schedule. Requests for arrival one day prior to hall opening can be accommodated for a fee of \$50 (per day).

Fall Semester

Residence halls open at 9:00 A.M. on Thursday, August 20, 2009.

Classes begin on Monday, August 24, 2009. All halls open over Thanksgiving Break, November 25-29, 2009.

Spring Semester

Residence halls open at 10:00 A.M. on Thursday, January 7,

2010. Classes begin on Monday, January 11, 2010. All halls open over Spring Break, March 6-14, 2010.

Students check-in and obtain their room keys and verify the condition of their room at the hall to which they have been assigned. Hall and room assignments are based on the student room selection during the on-line self-assignment process or through individual contact with the Residential Administration office.

I. INTRODUCTION

The material contained in this Addendum becomes and shall be an integral and binding part of all residence hall contracts at Northern Illinois University. It is the student's responsibility to become familiar with the provisions of this contract. This addendum is not intended to provide detailed residence hall information. **Guide Post**, the residence hall handbook, is posted on the Housing and Dining website, www.housing-dining.niu.edu. Printed copies are available upon request from area residence hall staff.

University regulations and policies affecting residence hall contracts are subject to changes and additions. Such changes and additions shall be officially announced and/or posted on bulletin board(s) in each hall and this shall constitute actual notice to residents. Changes and additions shall become effective and binding 48 hours after such posting or official announcement.

The terms contract and Addendum as used in this document shall always mean Northern Illinois University Residence Hall Contract, the term student shall mean Northern Illinois University student (in some cases at the time of execution of the contract the student will be a prospective Northern Illinois University student or, at the termination of the contract, a former student) and the term University shall mean Northern Illinois University and/or designated representative of the President of Northern Illinois University.

II. PAYMENT

Room and board charges are added to the student's account with the University and are subject to settlement in accordance with the terms and conditions of the **NIU Bursar's billing system**. Periodic statements will be posted on Webconnect, showing the amount due the University and the payment due date. Details of this plan may be obtained from the Bursar's Office, Northern Illinois University, DeKalb, IL 60115. A student whose account is delinquent will be subject to the penalties provided in the plan and will be subject to Section III. General Terms and Conditions, Subsection G.

Checks returned to the University for insufficient funds or any other reason will be assessed a service charge at the then prevailing rate and may be subject to Section III. General Terms and Conditions, Subsection G. Within seven days after a bill is rendered, students must pay for assessments for damages to their room and residence hall and for a prorated share of damages to areas of their residence hall which are not assignable to an individual.

III. GENERAL TERMS AND CONDITIONS

A. Furnishings

The University supplies basic furniture, draperies, and mattresses. Students supply their own bed coverings, towels, metal wastebasket, and other personal items. Students who choose to elevate their beds or other furniture must accomplish this in such a manner that: the furniture is adequately supported; does not create a safety hazard of any kind; does not block windows and exit pathways from the room; does not result in anything attached (bolted, screwed, nailed, etc.) to the room's floor, ceiling, walls, or University furniture; and does not cause damage in any way to the room or to University furniture. The detachment of fixed furniture or equipment (including bolsters in Grant Towers) may result in damage, restoration, or

reattachment charges to the student. Students may not remove furniture from their rooms, including the extra beds in underassigned rooms. Additional beds may not be brought into or stored in student rooms. Public area furniture may not be brought into student rooms or moved from its assigned location.

B. Residence Hall Staff

In order to assist students in adjusting to and realizing the educational benefits from their collegiate living experience, each residence hall has a professional resident advisory staff. The staff is available to assist and advise individual students and to guide the hall program. Hall program areas include academic, cultural, governmental, social, and athletic activities. Students are encouraged to consult Residential Life staff for any personal or community living concerns. Living on student floors is a Community Advisor (C.A.). The C.A. is a carefully selected student staff member who is available to assist students who may require information or be experiencing difficulties. The entire residence hall staff is charged with enforcement of the provisions of this contract.

C. Assignment Policy

The University reserves the right: to assign space; to authorize or deny room and roommate changes; and to require a student to move from one room or residence hall to another. If this necessitates assigning the student to another residence hall with a different room rate, the new rate shall automatically apply. Assignments are made without regard to race, color, religion, national origin, or sexual orientation. Students of the opposite sex will not be assigned to, nor may they occupy, a room together. Simultaneous use of a bathroom facility by members of the opposite sex is not authorized. For reasons of past contractual violation(s), a student may be prohibited access to designated residence hall areas.

Students who are not checked-in to their residence hall room by the third day of classes at the beginning of each semester and who do not notify Housing and Dining in writing of a late arrival may be reassigned to another room or residence hall on a space-available basis.

Assignment changes are considered after the students involved have made a serious effort to explore alternatives to a change. Residential Life staff must approve room and roommate changes. Students making an unauthorized room change are subject to a \$25 fine and will be required to move back to their university assigned room. No room or roommate changes may be made during the first ten calendar days of a semester.

D. Underassignment Policy

Following the assignment of all students housed in temporary accommodations and students on the room/hall wait list being placed in their preferred housing, it is expected that beds will become available in student rooms throughout the residence hall system. These rooms shall be referred to as underassigned rooms. Students in underassigned rooms will be given the following choices regarding their room assignment:

(1) guarantee the room as a temporary single (or double for triple rooms with a vacancy) for the remainder of the academic year.

This would be achieved by paying the prorated higher rate for the balance of the contract.

(2) retain the room as standard occupancy, but understand that a new roommate could be assigned at any time to accommodate new residents or a room change by another resident.

If a student selects to retain the room as standard occupancy, it is expected that the original resident will ensure that the open space can quickly be cleared for a new occupant and will appropriately welcome new roommate(s) when assigned. Failure to behave in the stated manner may result in disciplinary action.

E. Cancellations and Refunds/Charges

Residence hall contracts are for an entire ACADEMIC YEAR (August to May) or balance remaining at the time of assignment. Exceptions would be a student who has a distant off-campus academic assignment (teaching or internship) as verified by the University (see III-H) or completes the requirements for graduation prior to the end of the year. **Once signed, residence hall contracts may NOT be canceled by the student if the student is enrolled at the University at any time during the contract period.**

At the time of submitting an application for residence hall space, new students and students who currently live off-campus submit an application payment of \$150. One hundred twenty five (\$125) dollars of this payment is applied to the student's room and board fee for the first semester covered by the contract. Students who have not been released to live off-campus may **only** cancel their residence hall application or contract or refuse a residence hall contract if they will not be attending Northern Illinois University during the contract period. Such cancellations must be

made **in writing** to Housing and Dining. In the event of a legitimate cancellation of a housing application or contract by the student, release from the contract by the university, and/or non-acceptance of a contract, the refund/charge policy is as follows: For first semester (Fall): \$125 of the application payment is refunded to new applicants and no charge is made to returning residents when the cancellation is received by May 1; \$75 of the application payment is refunded to new applicants and a \$50 charge is assessed to current residents if the cancellation is received between May 2 and July 1. After July 1 the application payment is not refundable to new applicants and a \$125 charge is assessed to current residents. **In addition, for legitimate cancellation or release from this contract by the University after August 10, a contract severance service charge of \$100 is assessed to returning residence hall students. There is no additional service charge for new students.** For second semester (Spring): \$125.00 is refunded if the new applicant cancels any time up to December 1; \$75.00 is refunded if the cancellation is received between December 1 and December 15; and no refund for cancellation after December 15. **For legitimate cancellation or release from this contract by the University after December 15, a contract severance service charge of \$100 is assessed to continuing students. There is no additional service charge for new students. Housing and Dining typically processes requests to be released from a residence hall contract within 30 working days after the request is received in the Residential Administration office.**

A student who officially withdraws from the University and moves out of the residence hall between the first and fifteenth calendar days of a semester will be subject to a limited Room and Board Charge to be calculated as follows:

- (1) Contract Severance Charge of \$100 plus:
- (2) A prorated room charge based on the type of occupancy.
- (3) A prorated charge based on the weekly allocation of the selected declining balance meal plan.

Beginning with the 16th calendar day of a semester, a student who officially withdraws from the University and the residence hall or is released from this contract by the University shall be required to pay the full semester's room charge and a prorated portion of the board plan.

A student who is banned/removed from the residence hall system as part of a university disciplinary sanction is not eligible for any Housing & Dining refund and continues to be responsible for the financial commitment of the housing agreement through the full academic year. The amount of money determined by utilizing the above calculations will be credited minus any damages or other residence hall related charges for which the student is responsible.

CHECKOUT

Students are not considered withdrawn from the residence hall in computing the amount of any refund or charges until all personal possessions have been removed and their room key has been returned to the residence hall main desk. All beds must be reassembled to the original configuration as they were at check-in. Students are assessed \$20 for not officially checking out of the residence hall, plus the cost to replace all room and associated locks if the room key is not returned at check-out.

Residence hall students who are receiving Title IV financial aid will be eligible for a prorated refund (reduction in charges) of **both** room and board during the first 60% of their initial semester of attendance at the University.

Students living in the residence halls must maintain full-time student status. Students must notify Housing and Dining in writing as soon as they assume part-time student status or withdraw from the University. The University may deny a contract to or cancel a part-time student's residence hall contract. In this case, his/her refund will be made on the same basis as if s/he had withdrawn from the University as of the date of the cancellation.

A residence hall contract may be denied a student or terminated with subsequent financial penalties by the University's Housing and Dining because of said student's past record of violation(s) of residence hall contract(s) (see Section III. G. Remedies).

Students residing on a residence hall floor which, in the judgment of the University, has exhibited a pattern of damage and/or other disciplinary problems during a semester or year, may not be allowed to return to that floor or residence hall or the entire residence hall system for the next semester or academic year.

The University reserves the right to determine that past behavior and/or criminal record of any student (including being found delinquent by a juvenile court) is such that the interests of the University and/or the student him/herself, and/or other students, would best be served by alteration or cancellation of a Residence Hall Contract.

If the University and Housing and Dining become 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 community or the living-learning environment, the University may not accept or may cancel and terminate the Residence Hall Contract. If the contract is so cancelled, (and not withstanding any other provision in this Addendum or otherwise) the student shall be entitled to a full pro-rata refund of room and board fees as of the date the room is vacated. If the student is already residing in the residence halls, within five (5) days he/she may request a meeting to appeal the matter with a panel consisting of a representative from Housing and Dining (appointed by the Executive Director of Housing and Dining), a representative from Student Affairs (appointed by the senior Student Affairs officer), and a representative appointed by the Residence Hall Association. The meeting will be informal, without the presence of legal counsel for either party (although the student may be accompanied by an advisor), and the student will have the opportunity to present relevant information, including documents and oral presentation, to the panel. The decision of the panel shall be final.

F. Keys and Locks

A room key shall be issued to each student. The key 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 provides access. The student shall not deliver, surrender, or otherwise relinquish possession of the key to another person without the consent of an authorized University official, nor shall the student duplicate or modify the key or cause or permit the key to be duplicated or modified.

Unauthorized possession, duplication, or modification of the key may be grounds for criminal prosecution. The student shall deliver possession of the key to an authorized University official immediately upon termination of the student's right to occupy the residence hall room to which the key provides access, or otherwise immediately upon demand of such official. Violation of any provision of this paragraph, including but not limited to failure to return the key to the University because of loss by the student, shall subject the student to a Physical Plant charge for the cost of replacing the key and re-coring the door as well as all other room associated locks and may be grounds for declaring the student in breach of this contract or other action by the University.

If a student loses the key or is locked out of the room, a temporary key is available through the main desk. Please refer to Guide Post for complete policy and associated charges. If all keys issued at check-in are not returned at check-out time, the student will be assessed the cost of replacing the key and re-coring the door as well as all other room associated locks. Residents are expected to return their room key to the Residence Hall Main Desk at the time they vacate their room when leaving the university. **No credit will be given on any keys returned following check-out.**

Residents are not permitted to install additional locks of any kind on room doors. Such locks will be removed by the University at the expense of the room occupants.

G. Remedies

All rights and remedies of the University herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or University: disciplinary codes, judicial systems, regulations, policies, or procedures.

When a student's contract is terminated by the University for violation(s) of this contract, 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 board 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, with or without process of law, 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 property of the student so removed shall be at the risk, cost, and expense of the student and the University shall in no way be responsible for the value,

preservation, or safekeeping thereof.

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.

H. Policy on Student Teachers and Interns

In order to avoid room and board charges during a student teaching or internship assignment that requires residence elsewhere, a student must obtain a letter confirming his or her assignment from the appropriate academic department or college office. The student must submit this document to Housing and Dining as soon as the student teaching or internship assignment is finalized. No reduction in charges will be made until the student officially checks out of the hall and removes all belongings from the residence hall room. Upon completion of the assignment, should it be before the end of the academic year, the student must officially check back into the residence hall through the main desk.

Upon their return to the halls, students who have not been living in the residence halls due to a student teaching, internship, or similar long-term distant off-campus academic assignment may be reassigned to another residence hall, roommate, and/or room including a temporary over-assignment space depending upon space availability.

I. Solicitation

Sales of items or solicitation of funds in the residence halls are restricted by the University and subject to the policies in the current edition of **Guide Post**.

J. Appliances, Cooking, and Food Storage

The following Underwriter Laboratory approved electric appliances are permitted in student rooms: clocks, razors, blankets, radios, televisions, VCRs, DVD players, stereos, portable fans, personal computers, and portable hair dryers. The use of UL approved power strips limited to six outlets is highly recommended when appliances are operated. To prevent fire hazards, electrical appliances such as halogen lamps, hot plates, hot pots, and space heaters may not be used, possessed, or stored anywhere in a residence hall. Air conditioners and microwave ovens also are prohibited in student rooms with the exception of a university supplied microwave/refrigerator/freezer. Violation of these policies subjects the individual to a \$25 fine and other judicial sanctions. Absolutely no cooking of food may be done in student rooms except in the University supplied microwaves. Food must be stored in such a way as to prevent health and sanitation problems from developing.. Failure to follow the prescribed specifications will result in a \$25 fine being assessed.

MICROFRIDGE

Each residence hall room is equipped with a MicroFridge unit. It is the resident's responsibility to maintain the unit during the year and to clean and defrost the MicroFridge unit at time of checkout. Failure to adequately prepare the unit at checkout may result in additional cleaning charges for room occupants.

K. Excluded Items

To reduce the potential hazard to personal safety and/or damage to University property, the following items are not permitted to be used or stored in student rooms or any other area of the residence halls: internal combustion engines, acids, automobile batteries, gasoline, firearms or other weapons, firecrackers, water beds or other water-filled furniture, and any other substance/item which creates a fire/safety hazard or a public nuisance. Because of the possible negative reactions of other residents and health standards, no animals (except for service dogs for residents with disabilities), birds, or pets of any kind other than fish are to be housed or kept in the residence halls. Weight-lifting equipment and music instruments equipped with amplifying devices and other instruments whose sound carries may be used only in those areas of the residence halls so designated. They may not be used in student rooms. NIU residence halls and dining units are non-smoking environments. No smoking is permitted anywhere in or within fifteen feet of residence hall facilities including student rooms.

L. Hall Closing and Vacation Periods

With the exception of students graduating that semester, residents must generally vacate the residence halls each semester within 24 hours after their last examination or by 10 a.m. on the day following the last scheduled day of examinations (whichever comes first). If a student's conduct has been disruptive during or around finals week, an Assistant Director or his/her designee can have that student leave the residence hall one hour after their final examinations are completed or immediately if disruption continues or the resident's behavior poses a threat to the community. The standard housing contract does not cover official University vacation periods (between semesters). Accommodations are available to students who complete

a contract addendum for the appropriate break period.

M. Dining Services

All residents of Northern Illinois University Residence Halls are required to purchase a Housing and Dining meal plan.

Meals covered by the fall semester's room and board rate will commence Friday, August 21, 2009. During the period of August 21-23 the residence halls will be open for the noon and evening meals and residents will receive a prorated amount of their normal weekly meal plan value. Regular service commences on August 24, 2009. For the spring semester, the first meal served under the room and board rate will be on January 11, 2010. During academic weeks that are shortened by holidays or breaks, residents will receive a prorated amount of their normal weekly meal plan based on the number of service days in the shortened week.

The meal card/university identification may be used only by the student to whom it was originally issued. Meal cards/university identification illegally used **WILL BE CONFISCATED**. There is a **\$20 ASSESSMENT FOR MISUSE** of meal cards. If a meal card is lost, stolen, misplaced, or otherwise unavailable, a \$15 replacement charge is made. Temporary meal tickets are NOT issued. **NO REFUNDS ARE MADE FOR MEALS THAT ARE MISSED FOR ANY REASON.**

Residents who would like to change meal plans may do so once during the academic year (August-May) at no cost. Subsequent meal plan changes may be made for a fee of \$25 per change.

MEAL PLAN

Resident meal plans may be used to: purchase meals (at a predetermined cost per meal) at all-you-can-eat facilities, purchase individual items at a la carte locations, and to purchase meals for guests at these same locations.

HUSKIE BUCKS

Prior to the beginning of fall and spring semester, residents may elect to charge Huskie Bucks as a portion of their room and board package. Charges selected for the fall semester will be repeated during the spring semester unless Housing and Dining is notified not to do so in writing prior to published deadlines. Huskie Bucks may be used for entry into the residential dining units, to do laundry in residence hall laundry facilities, in campus copiers, in many campus vending machines, and at a variety of DeKalb community businesses.

N. Communication Services

Each student room is equipped with a telephone that can be used to place and receive University (on-campus), local, and long-distance telephone calls. Each occupant may request a confidential authorization code for use when placing local and long-distance telephone calls. By entering this code, the student assumes fiscal responsibility for all charges accrued. Each occupant of the room is billed directly for all off-campus calls by NIUTEL Telecommunications Services. These charges must be paid in full by the due date shown on the monthly statement. Telephone charges not paid in full by the due date will be subject to a finance charge at a rate to be determined by the University.

Outgoing local and long-distance service will be suspended by NIUTEL Telecommunications Services for delinquent accounts and those over a \$300 toll limit. Once disconnected, a reconnection charge will be assessed and all outstanding balances must be paid before service is restored. However, during this suspension, campus and 911 calls can be made. An individual with a delinquent account may be denied registration and may have their University records encumbered.

The University subscribes to a national telephone service which blocks most, but not all, collect or third-party calls to University numbers. It is a violation of University policy for students to accept a collect call, or make a third-party call billable to a University number. These types of calls are placed by private telephone companies and when charged back to a University residence hall room could delay billing, as investigation is required to determine which student is responsible. Chronic offenders of this policy will be subject to an administrative fine of \$50.00 assessed on each collect or third-party call and may have their telephone services suspended. It is University policy to block all calls to the 900 area code.

Requests for special connections shall be channeled through Housing and Dining. Students shall observe all telephone company regulations and all Federal and State laws concerning telephone equipment and telephonic communications. Students are not to place or attempt to place long-distance calls by fraudulent means. Internet access is available in all student rooms via switched Ethernet. Each resident who brings a computer to campus must provide one Ethernet cable to connect their computer to a jack or hub. Hubs and one cable are provided where required. It is the responsibility of every student to read and abide by the NIU Acceptable

Use Policy found at <http://www.its.niu.edu/aup/>. Students are not to attempt to make fraudulent access to computer systems on or off campus. Each semester, every resident will receive a charge from NIUTel Telecommunications Resnet Access and Support. This charge is for the high-speed Internet connectivity in the room, as well as support for that connectivity.

The University reserves the right to restrict or discontinue any University phone where it has been determined that harassing or annoying calls have been made or that the phone has been used in a manner in violation of state or federal laws or University policy. Further, the University may discontinue a student's Internet access if it is determined that the student is in violation of state and federal laws or the NIU Acceptable Use Policy. Students may also face University judicial and/or criminal actions.

Students will be held financially responsible for any damaged or missing equipment assigned to their room as well as the cost of any repairs including cables, power supplies, etc. Students may be held financially responsible for any interference with the normal operation of the provided telephone equipment or service caused by equipment not supplied by the University (i.e., cordless telephones, answering machines, etc.).

O. Subletting and Unauthorized Use of Rooms

The student shall not: sublet, allow anyone to live in their room who is not assigned to it by Housing and Dining, or 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.**

P. Liability

The University assumes no responsibility or liability for personal property of students. This includes damage, loss, fire, theft, flooding, etc. Students desiring this kind of protection must make their own arrangements for insurance.

Q. Building Security

Residents and their guests are to comply with building security procedures and policies which may include but are not limited to: escorting guests within the building; using only authorized entrances; showing required identification at check points; refraining from propping or popping doors open; and allowing unauthorized individuals access to building or floor entry. Failure to comply with posted or announced security regulations subjects the offender to University disciplinary action, including fines. Loitering by nonresidents in lobby/lounge/hallway areas is prohibited. NIU OneCard identification is to be provided to staff upon request. Non-residents must vacate the building when instructed to do so. Violators are subject to arrest for trespass.

R. Room Entry

Residence halls are the property of the State of Illinois, under the control of the NIU Board of Trustees, and in certain instances have been pledged under Illinois law to secure funds used to defray the cost of their construction. Responsibility for immediate supervision lies with Northern Illinois University and requires the reservation of a reasonable right to entry into student rooms.

S. Nonwaiver 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.

IV. UNIVERSITY REGULATIONS AND GOVERNMENTAL STATUTES

Failure to observe University regulations, 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 fines administratively according to a published schedule in **Guide Post** for contractual violations. Also refer to University publications: **Student Code of Conduct** and **Student Handbook**.