By signing this document I am agreeing to all aspects of this contract for room and board with Housing & Dining at Northern Illinois University for the 2016 – 2017 academic year (August – May), or the balance thereof as indicated on this contract, and I assume responsibility for payment at the rates established by the University. I hereby agree to the terms and conditions as defined in this document and to all rules and regulations of the University now or later to be in effect relative to residence hall and Dining operations. New residents must submit a $150 prepayment to Housing & Dining with their contract. It is expressly provided that this contract may not be canceled by me during the 2016-2017 academic year, as long as I am enrolled as a full-time student at Northern Illinois University. Confirmation about specific hall opening dates will be mailed to my permanent home address of record.

I understand that if I am not prepared to commit to live on campus for the full academic year, I should not sign a contract at this time. Students are not typically released from the contract to commute from home, move in with a friend, 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 & Dining contract to submit written verification of my wish to nullify this contract. Information regarding dates and conditions of contract cancellation for students who withdraw from the University, are granted a medical release, graduate at mid-year, participate in specific academic programs, or are granted a contract release due to other exceptional circumstances, is found on the back of this page.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

This contract is not intended to provide detailed residence hall information. It may be found in *The Residence Hall Handbook*, posted on the Housing & Dining website, housing.niu.edu. Printed copies are available upon request from 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 in each residence 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. 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 fines administratively according to a published schedule in *The Residence Hall Handbook*. Refer also to the University publications *Student Code of Conduct* and *Student Handbook*. The University assumes no responsibility or liability for personal property of students. This includes damage, loss, fire, theft, flooding, etc. Students desiring such protection must make their own arrangements for insurance. Residence halls are the property of the University, 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. 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.

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, which is provided in the Undergraduate and Graduate Catalogs. Periodic statements will be posted on the student’s “myniu” web portal, showing the amount due the University and the payment due date. Details of this plan may be obtained from the NIU Bursar. A student whose account is delinquent will be subject to the penalties provided in the plan. Checks 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.

ROOM SELECTION/ASSIGNMENT POLICY

The University reserves the right to: assign space; authorize or deny room and roommate changes; and 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 be applied. Open beds will become available throughout the residence hall system during the year. The residents in these partially-occupied rooms generally have the choice to guarantee the room as a temporary single for the remainder of the academic year by paying a single-occupancy rate for the balance of the contract, or to retain the room as multiple occupancy with the understanding that a new roommate could move in 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 temporary single. Room selections/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 bedroom together. Students who are not checked in by the third day of classes of each semester and who do not notify Housing & Dining in writing of a late arrival, may be reassigned to another room or residence hall on a space-available basis. A resident shall not: sublet, allow anyone to live in his/her room who is not assigned to it by Housing & 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. Residents may not have visitors stay for longer than 72 hours in any 7-day period. Residents may not have overnight guests in their residence hall room without the advance permission of their roommate(s).

DINING SERVICES

All residents of Northern Illinois University residence halls are required to purchase a Housing & Dining meal plan. University identification for dining hall entry may be used only by the student to whom it was originally issued. University identification illegally used will be confiscated. No refunds are made for meals that are missed for any reason.
**Contract Agreement:** By signing below, I acknowledge agreement with terms and conditions of this contract for room and board at Northern Illinois University for 2016-2017 and the rules and regulations set forth in the *The Residence Hall Handbook*, found on the Housing & Dining website at housing.niu.edu. This contract is made and entered into by and between Northern Illinois University and the undersigned student and/or parent guardian (when the student is under 18) for room and board for the entire 2016-2017 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.

<table>
<thead>
<tr>
<th>Print name</th>
<th>Student’s Signature</th>
<th>Z ID</th>
<th>Date</th>
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**Parent’s or Legal Guardian’s Signature (if student is under 18 on signing 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 & Dining 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 status. The Housing & Dining 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.

<table>
<thead>
<tr>
<th>Executive Director or Designee, Housing &amp; Dining</th>
<th>Date</th>
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**Cancellations, Contract Release Requests and Refunds/Charges**

Residence hall contracts are for an entire academic year (August to May) or the balance of the academic year remaining at the time the contract is initiated. Residents may file a Contract Release Request for an exception caused by a change in academic status, such as: withdrawing from the University, participation in a full-semester academic assignment (student teaching or internship) outside of DeKalb County, participation in a study abroad or completing requirements for graduation and not continuing as an NIU student past graduation. Once signed, a residence hall contract may not be canceled by the student if the student is enrolled at the University during the contract period. Students requesting an exception for any purpose need to complete and submit a Contract Release Request form and all required documentation for their specific request. Details for submitting a Contract Release Request may be found at: housing.niu.edu. All release requests must be submitted in writing by the student who is making the request.

**NEW RESIDENT CONTRACT AND PRE-PAYMENT FEES**

When submitting a residence hall contract, new students and current off-campus students must submit a contract payment of $150. One hundred twenty-five dollars ($125) is applied to the student’s room and board fee for the first semester of the contract; $25 is a non-refundable contract processing fee.

**NIU WITHDRAWAL/CONTRACT CANCELLATION NOTIFICATION DEADLINES:** All residents, all semesters

Students have three (3) business days after initiating a Housing & Dining 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. Housing & Dining 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.

A student who officially withdraws from the University and moves out of the residence hall between the first calendar day of a semester and the 60% date for that semester will be subject to a limited room and board charge to be calculated as follows: (1) a contract severance charge of $100 plus: (2) a pro-rated room and board charge based on the type of occupancy and the date of check-out with key return. Beginning with the first calendar day after the 60% enrollment point of the 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 and board charge. 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 or criminal charges initiated by the University is not eligible for any Housing & Dining proration and continues to be responsible for the financial commitment of the housing agreement 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 cancellation of a housing contract by the University, the refund/charge policy is described in sections below:

**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 of is refunded between May 2 and July 1; and after July 1, the contract payment is not refundable. Once the student has moved into the hall, he/she will be billed for pro-rated room and board charges from the hall opening date through the hall check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

**Returning residents:** No charge is assessed when written notification of non-attendance is received 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. After August 10, an additional $100 contract severance charge is assessed. Once the student has moved into the hall, he/she will be billed for pro-rated room and board charges from the hall opening date through the hall check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

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Spring 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 December 1; $75 of is refunded by December 15; and after December 15, the contract payment is not refundable. Once the student has moved into the hall, he/she will be billed for pro-rated room and board charges from the hall opening date through the hall check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

Returning residents: No charge is assessed when written notification of non-attendance is received or formal release is granted by December 15; a $100 contract severance charge is assessed to current residents after December 15. Once the student has moved into the hall, he/she will be billed for pro-rated room and board charges from the hall opening date through the hall check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

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 continue their residence hall contract. The University may deny a contract to a part-time student or terminate a part-time student’s residence hall contract.

UNIVERSITY WITHDRAWAL DURING THE SEMESTER
Students must notify Housing & Dining in writing as soon as they withdraw from the University. 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 their residence hall Complex Coordinator. The student’s Housing & Dining contractual obligation is active and all charges apply until their University withdrawal is verified.

CONTRACT DENIAL
A residence hall contract may be denied or terminated with subsequent financial penalties by Housing & Dining because of a student’s past record of violation(s) of a previous residence hall contract. 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 may not be eligible to return to that floor, residence hall, 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 (including being found delinquent by a juvenile court) 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 & Dining 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 community, the University may not accept or may cancel and terminate the residence hall contract. If the contract is so canceled, the student shall be entitled to a full pro-rated refund of room and board fees as of the date the room is vacated. If the student is already residing in the residence halls, he/she may request a Housing Appeals Board hearing within five (5) days. The decision of the Housing Appeals Board is final.

CONTRACT TERMINATION
When a student’s contract is terminated by the University for violation(s) of the 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. Property of the student so removed shall be donated to a registered 501(c) organization. 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.

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