GENERAL TERMS AND CONDITIONS OF THE CONTRACT
This contract is not intended to provide detailed information. The Northern View Community Handbook is posted on the Housing & Dining website, niu.edu/housing. Printed copies are available upon request from Community staff. University regulations and policies affecting Northern View Community contracts are subject to changes and additions. Such changes and additions shall be officially announced and/or posted in each building of the community 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 Northern View Community Handbook for contractual violations. Also refer to University publications: Student Code of Conduct and NIU Student Handbook. Northern View Community is the property of the University, under the control of the NIU Board of Trustees, and in certain instances has been pledged under Illinois law to secure funds used to defray the cost of construction. A room key and/or a door-access 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 apartment 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 Northern View Community 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 and consequential injuries. Students desiring this kind of protection of their property must make their own arrangements for personal insurance.

CONTRACT PERIOD AND SUMMER EXTENSION
The contract period for the Northern View Community is the entire academic year (August to May). Residents may choose to extend their contract, if the optional summer term is added during room sign-up for the designated contract period.

PAYMENT
When submitting a Northern View Community contract for an apartment space (bedroom), new students and current off-campus students must submit a $150.00 payment which includes a $25 non-refundable processing fee and $125 prepayment on account. Once a contract is signed, apartment spaces are offered to NIU students based upon how living circumstances meet the target population priorities that have been established by the University. Billing for Northern View Community traditional-style apartments is based on each individual bedroom, hereafter referred to as a “space”. Students are solely responsible for the space(s) for which they contract. Northern View Community charges shall be billed to the student's account with the University Bursar and are subject to settlement in accordance with the terms and conditions of the University billing policy. Available financial aid funds will be reviewed by the NIU Student Financial Aid Office and appropriately applied to Northern View Community charges. Students may view amounts due and details of billings at their MyNIU account online.

ASSIGNMENT POLICY
The University reserves the right to: assign or re-assign space; authorize or deny apartment and roommate changes; and require a student to move from one apartment bedroom or building to another in the best interests of the Community. These decisions are made without regard to race, color, religion, national origin, or sexual orientation. A student may be prohibited access to a designated apartment or building for reasons of past contractual violation(s). Students who are not checked into their contracted space by the third day of classes at the beginning of each semester and who do not notify Housing & Dining in writing of a late arrival may be reassigned to another space or building on a space-available basis.

OCCUPANCY
Only adult person(s) who are registered as current NIU students and have entered into a signed, written housing contract are permitted to live in Northern View Community apartments. Limits on Occupancy: No more than two persons will be allowed per bedroom. Except for emergencies and guests, no area within the apartment other than the bedrooms will be used as a sleeping area. Residents are allowed to have overnight guests on a limited, reasonable basis, as determined by University Housing & Dining, and only with the permission of their roommate(s). Guests are not permitted to stay in an apartment for more than three (3) consecutive nights nor more than seven (7) nights total during any 30-day period. Each resident agrees to participate in good faith in mediation, as may be requested by other residents in the apartment, to resolve issues involving the housing contract.

Initials ____
SUBLETTING AND UNAUTHORIZED USE OF ROOMS
Students shall not: (i) sublet, (ii) allow anyone to live in the assigned space who is not assigned to it and/or registered and authorized by University Housing & Dining, or (iii) assign this contract to any other person. Residents who allow their space and/or the apartment itself to be used in violation of this provision are subject to a penalty charge not to exceed the full space charge for each violation for the full contract period.

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.

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. 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 an NIU student 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, Housing & Dining will consider a contract release request. A contract release request for any reason, including University withdrawal, must be made in writing to Housing & Dining, according to the deadline dates listed in the section below. 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.

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. Notification after August 10 will result in billing for one (1) month’s rent. Once the student has moved into the hall, he/she will be billed for pro-rated room charges from the opening date through the 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 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. Notification after August 10 will result in billing for one (1) month’s rent. Once the student has moved into the hall, he/she will be billed for pro-rated room charges from the opening date through the check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

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 is refunded by December 15; and after December 15, the contract payment is not refundable. Notification after January 3 will result in billing for one (1) month’s rent. Once the student has moved into the hall, he/she will be billed for pro-rated room charges from the opening date through the 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. Notification after January 3 will result in billing for one (1) month’s rent. Once the student has moved into the hall, he/she will be billed for pro-rated room charges from the opening date through the check-out date (check out with a staff member and return the room key), plus an additional $100 contract severance charge.

Summer term, all residents:
There is no charge when a contract release request is received by May 1; there is a $100 charge when the release request is received between May 2 and July 1; a release request submitted after July 1 will result in billing for the full Summer term. Adding the optional summer term while choosing an apartment or bedroom in conjunction with a previously signed contract leading up to that summer term, otherwise known as a Calendar year contract, will result in a discounted rate for the summer term immediately following the fall and spring semester of the contract. A summer term may be added after an initial academic-term contract has been signed, however, adding a summer contract after initial room selection or August 1, whichever is later, will not result in a discount to the summer term. A granted release request of the summer term at any time, for any reason, will result in a loss of the summer term discount upon reconsideration.
All residents, all semesters:
Beginning with the first calendar day after the 60% enrollment point of the semester a student who officially withdraws from the University and University Housing or is released from this contract by the University will be required to pay the full semester’s room 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 housing related charges for which the student is responsible. A student who is banned/removed 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 contract or refuse a 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 & Dining in writing as soon as they withdraw from the University. Students are expected to vacate their space within 24 hours of their university withdrawal. A resident may request an extension to this deadline by contacting their Community Director. The student’s Housing & Dining contractual obligation is active and all charges apply until their University withdrawal is verified.

CONTRACT DENIAL
A 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 contract. Students residing on 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, complex, 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 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 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 fees as of the date the space is vacated. If the student is already residing in Northern View Community, 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 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.

By signing below, I acknowledge agreement with terms and conditions of this contract for apartment housing at Northern Illinois University including the provisions of the 2016-2017 Apartment Housing Contract and the Northern View Community Handbook. This contract is made and entered into by and between Northern Illinois University and the undersigned student for apartment occupancy for the entire term of the designated contract. It is agreed and understood that the student may not cancel this contract so long as s/he is enrolled at the university at any time during the contract period. It is further agreed that this contract creates only a license and not a leasehold interest in any specific real property and does not create any expressed or implied rights of tenancy.

Student’s Signature ___________________________ zID ___________ Date ___________

Executive Director or Designee, Housing & Dining ___________________________ Date ___________

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