

ADDENDUM 2009-10 Edition

NORTHERN ILLINOIS UNIVERSITY

NORTHERN VIEW COMMUNITY STUDENT APARTMENT HOUSING CONTRACT- T

RETAINED BY THE STUDENT

CHECK-IN INFORMATION

Northern View Community apartments will be open for students to move in according to the following schedule.

Fall Semester: Check-in begins at 9:00 A.M. Wednesday, August 19, 2009.

Undergraduate classes begin on Monday, August 24, 2009.

Spring Semester: Check-in begins at 9:00 A.M. on Wednesday, January 6, 2010.

Classes begin on Monday, January 11, 2010.

Residents check-in and obtain their assigned apartment key(s) and verify the condition of the apartment at the main office located in the Northern View Community Building.

I. INTRODUCTION

All material contained in this Addendum becomes and shall be an integral and binding part of Northern View Community contracts at Northern Illinois University. It is the student's responsibility to become familiar with the provisions of this contract addendum and the Northern View Community Living Guide that is customarily distributed to residents at check-in.

Regulations and policies affecting Northern View Community contracts and Addendum are subject to changes and additions. Such changes and additions shall be officially announced and/or posted in each residential building and the community building 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 View Community Student Apartment Housing Contract and its Addendum. The term "student" shall mean a currently enrolled Northern Illinois University student (provided in some cases at the time of execution of the contract the student will be an applying prospective Northern Illinois University

student or at the termination of the contract the student will be a former student). The term "University" shall mean Northern Illinois University and/or the designated representative of the President of Northern Illinois University.

II. PAYMENT

Billing for Northern View Community will be divided among students contracting for space in an apartment. All students living in Northern View Community must sign a contract.

Northern View Community charges shall be to the student's account with the University and are subject to settlement in accordance with the terms and conditions of the University's billing policy. Available financial aid funds will be reviewed by the NIU Student Financial Aid Office and appropriately applied to Northern View Community charges. Periodic statements will be sent to the student showing the amount due the University and the payment due date. Details of the university billing policies 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 outlined by the Bursar's Office and will also be subject to Section III. General Terms and Conditions, Subsection H hereof. Checks returned to the University for insufficient funds or any other reason will be assessed a service charge at the then prevailing rate and will be subject to Section III. General Terms and Conditions hereof.

III. GENERAL TERMS AND CONDITIONS

A. Occupancy

Occupants

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 other room other than the bedrooms will be used as a sleeping area.

Guests

Residents are allowed to have overnight guests on a limited reasonable basis, as determined by University Housing & Dining and with the permission of their

roommate. Guests are not permitted to stay in an apartment for more than three (3) consecutive nights, or more than seven (7) nights during any 30 day period. Guests may not use parking stalls reserved for other residents in Northern View Community. If requested, residents shall provide proof within 48 hours of their guest's other lawful residence, including, but not limited to, a written lease containing the guest's name and signed by the guest's landlord. Residents are responsible for damages caused by their guests, whether these occur within the apartment, in common areas, or to the grounds of Northern View Community.

Violation of Occupancy and/or Guest Requirements

Violation of the occupancy and/or guest requirements expressed herein shall subject the resident to the consequences detailed in Paragraph H, Remedies.

B. Furnishings

The University does not supply any furniture for Northern View Community apartments. Students supply their own furniture and other personal items. Waterbeds, water filled furniture, and halogen lamps are not permitted in the apartments.

The following appliances are provided in each unit: stove, refrigerator, dishwasher, garbage disposal, washer, dryer, and microwave oven.

C. Apartment Staff

In order to assist students in adjusting to and realizing the educational benefits from their collegiate living experience, the Northern View Community has a full-time Community Director. The Community Director is available to assist and advise individual students and to guide and manage the daily administrative duties of the Community.

Living within the complex is a Graduate Assistant Community Director. The Graduate Assistant Community Director is a qualified graduate student staff member who is available to assist residents who may require information or be experiencing difficulties. The entire staff is charged with the enforcement of the provisions of this contract.

D. Assignment Policy

The University reserves the right: to assign or re-assign space; to authorize or deny apartment and roommate changes; and to require a student to move from one unit 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 designated apartment buildings or units for reasons of past contractual violation(s).

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

E. Roommates

Mediation

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.

F. Underassignment Policy

Following the assignment of all students housed in temporary accommodations and students on the room/apartment wait list being placed in their preferred housing, it is expected that beds will become available in apartments throughout Northern View Community. These rooms/apartments shall be referred to as underassigned rooms/apartments. Students in underassigned rooms/apartments will be given the following choices regarding their assignment: (1) guarantee the apartment as a single 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 apartment as standard occupancy, but understand that a new roommate could be assigned at any time.

G. Cancellations and Refunds/Charges

Northern View undergraduate apartment 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.

One apartment contract option is available: Academic year: 8/19/2009 - 5/18/2010. A summer extension is available may be available upon the request of the student. Once signed, apartment contracts may NOT be canceled by the student when the student is enrolled at the University at any time during the contract period. 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.

At the time of submitting an application/contract for apartment space, students must submit an \$150.00 processing fee. Apartments are offered to applicants based upon how living circumstances meet the target population priorities that

have been established by the University. Students may only cancel their contract if they will not be attending Northern Illinois University during the contract period. Such cancellations must be made in writing to Northern View Community as far in advance as possible. The refund/charge policy is as follows: For first semester (Fall): \$125.00 of the Prepayment Fee is refunded when the cancellation is received by May 1; \$75.00 of the Prepayment Fee is refunded when the cancellation is received between May 2 and July 1; between July 2 and August 10 the Prepayment Fee is not refundable and the student will be assessed \$200.00 for late notification; notification after August 10 will result in billing for one (1) month's rent. For second semester (Spring): \$125.00 of the Prepayment Fee is refunded when the cancellation is received by December 1; \$75.00 of the Prepayment Fee is refunded when the cancellation is received between December 2 and December 15; and no refund of the Prepayment Fee for cancellation after December 15 and the student will be assessed \$200.00 for late notification; notification after January 3 will result in billing for one (1) month's rent.

A student who officially withdraws from the University and the apartments between the first and fifteenth calendar days of a semester will be subject to a limited charge to be calculated as follows:

- (1) Contract Severance Charge—\$100, plus:
- (2) A prorated room charge based on the type of occupancy.

Beginning with the 16th calendar day of a semester, a student who officially withdraws from the University and the apartments shall be required to pay the full semester's charge.

The amount of money determined by utilizing the above calculations will be credited less any damages or other apartment-related charges for which the student is responsible.

If a student is aware of factors that may necessitate moving out of Northern View Community prior to end of their contract, they should contact the Community Director as soon as possible to discuss early release options. If a Northern View Community contract is canceled due to disciplinary action, the student will be held to the full financial terms of the contract.

H. Check Out

Students are not considered withdrawn from the apartment in computing the amount of any credit or charges until all personal possessions have been removed and their apartment key(s) have been returned to the Northern View Community main office.

A Northern View Community contract may be denied or terminated with subsequent financial penalties by Northern Illinois University's Housing & Dining because of said student's past record of violation(s) of contract(s) (see Section III. H. Remedies). Students residing in an apartment building/unit which, in the judgment of the University, has exhibited a pattern of damage and/or other disciplinary problems during a semester or academic year, may not be allowed to return to that building/unit or the entire apartment complex for the next semester or academic year.

The University reserves the right to determine that past behavior and/or criminal record of any student is such that the safety and best interests of the University and/or the student him/herself, and/or other students, would best be served by alteration or cancellation of an apartment contract. If the University and Housing & Dining become aware that a student has a record of criminal conviction(s) or other actions indicating behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the apartment community or the living-learning environment, the University may not accept or may cancel and terminate the apartment contract. If the contract is so cancelled, (and notwithstanding any other provision in this Addendum or otherwise) the student shall be entitled to a full pro-rata refund if the student has not yet moved in to their assigned apartment.

If the student is already residing in the Northern View Community, within five (5) days he/she may request a meeting to discuss the matter with a panel consisting of a representative from Housing & Dining (appointed by the Executive Director of Housing & Dining), a representative from Student Affairs (appointed by the Vice President for Student Affairs), and a representative from the Northern View Community staff. 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. If the student is occupying an apartment, and the contract is cancelled for the above stated reason(s), the student will be charged according to the other provisions in this addendum.

I. Keys and Locks

An apartment key shall be issued to each adult student unit occupant. The key shall remain University property loaned or licensed to the student only so long as the occupants may rightfully occupy the apartment room to which the key provides access. Occupants 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 student discipline and criminal prosecution. Student shall deliver possession of the key to an authorized University official immediately upon termination of the occupant's right to occupy the apartment 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 key to the University because of loss by occupant, shall subject occupant to a charge for cost of replacing key and any apartment door locks and may be grounds for declaring student in breach of this contract or other action by the University. Please refer to Northern View Community Living Guide for complete policy and associated charges.

If a student loses their key or is locked out of their apartment, a temporary key is available through the Northern View Community main office. If a key is lost or misplaced after office hours, resident will need to contact the staff person on call for the Community. Please refer to Northern View Community Living Guide for complete policy and associated charges. If all keys issued at check-in are not returned at check-out time, occupants will be assessed the cost of replacing keys and any apartment door locks.

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

J. 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. It is agreed the University shall determine the exact amount of liquidated damages in each case.

If the student defaults in the payment of rent charges or in the prompt and full performance of any provision of this contract, the University may, upon 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 10 days' notice to do so, student has not surrendered possession, vacated the premises and delivered possession to the University, 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 University apartment without the written consent of the University.

K. Solicitation

Sales of items or solicitation of funds in apartments are restricted by the University and subject to the policies in Northern View Community Living Guide as they may be amended from time to time.

L. 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 Northern View Community: internal combustion engine, 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 guide dogs for visually impaired residents), birds, or pets of any kind other than fish are to be housed or kept in apartments. 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 apartments so designated. Northern View Community apartments and the Community Building are non-smoking environments. No smoking is permitted anywhere in the apartment facilities including individual units, and when smoking outside or within 15 feet of any public entrance.

M. Communication Services

Each unit 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 bill. 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 the \$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. In addition, an individual

with a delinquent account may be denied registration to the University 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 apartment, unit billing could be delayed 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. Also, it is University policy to block all calls to the 900 area code. Requests for special connections shall be channeled through University Housing & Dining. Students shall observe all telephone company regulations and all federal and/or 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 the living room and up to two bedrooms via switched Ethernet. Each student who brings a computer to campus must provide one Ethernet cable to connect their computer to a jack. 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.

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. Furthermore, 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 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.).

N. Subletting and Unauthorized Use of Rooms

Student shall not: *(i)* sublet, *(ii)* allow anyone to live in their assigned space who is not assigned to it or registered and authorized by University Housing & Dining, or *(iii)* assign this contract to any other person. Residents who allow their unit 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.

O. Liability

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.

P. Building Security

Residents and their guests are to comply with building security procedures and policies which may include but are not limited to: using only authorized entrances; refraining from propping or popping doors open and not allowing unauthorized individuals into building or floor entry. Failure to comply with posted or announced security regulations subjects the offender to University disciplinary action including fines. Loitering by non-residents in lobby/lounge/hallway areas is prohibited. University 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.

Q. Room Entry

Northern View Community premises are leased to CHF - DeKalb, L.L.C., and its facilities managed by Northern Illinois University Housing & Dining. Responsibility for immediate supervision lies with Northern Illinois University and requires the reservation of a reasonable right to entry into student rooms.

R. 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.

IV. UNIVERSITY REGULATIONS AND GOVERNMENTAL STATUTES

Failure to comply with all University policies may result in University judicial action and/or immediate cancellation of the Northern View Community contract with the student remaining *fully* responsible for the financial terms of the contract. 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 Northern View Community Living Guide for contractual violations. Also, please refer to the University's Student Code of Conduct and Student Handbook.