



Housing & Residential Services

Division of Student Affairs & Enrollment Management

By signing this document I am agreeing to all aspects of this contract for room and board with Housing & Residential Services at Northern Illinois University for the 2017 – 2018 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 Campus Dining Services operations. It is expressly provided that this contract may not be canceled by me during the 2017-2018 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 & Residential Services contract to submit written verification of my wish to nullify it. Information regarding dates and conditions of contract cancellation for students who withdraw from the University, are granted a medical release, graduate at mid-year, participate in specific academic programs, or are granted a contract release due to other exceptional circumstances, is found below.

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 or Northern View Community Handbook***, posted on the Housing & Residential Services website, www.housing.niu.edu. Printed copies are available upon request from staff. **University regulations and policies affecting residence hall or Northern View Community 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 or Northern View Community Handbook***. Refer also to the University publications ***Student Code of Conduct*** and ***Student Handbook***. 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. 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 property protection must make their own arrangements for personal insurance.

SUBMISSION FEE AND PAYMENT OF ROOM & BOARD CHARGES

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

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 to the University and the payment due date. Terms and conditions governing billing and payment may be obtained from the NIU Bursar.

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

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 & Residential Services, 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.

PROVISIONS FOR CONTRACT DIFFERENTIATION BETWEEN NORTHERN VIEW COMMUNITY AND RESIDENCE HALLS

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

PROVISIONS FOR NORTHERN VIEW COMMUNITY CONTRACTS ONLY

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

Financial Liability:

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

Family-Style with Joint and Several Liability: Each NIU student resident is responsible for the entire rent charge for the apartment assigned. Each NIU student resident is responsible for said charge both individually and jointly with the other NIU student residents who have signed housing contracts for their assigned apartment. **If the number of NIU students occupying an apartment changes during the contract period, the rent will be redistributed equally among the remaining NIU student occupants.** This is irrespective of whether another apartment resident(s) cease(s) to occupy said apartment, and irrespective of whether Housing & Residential Services has terminated the other student resident(s) occupancy for any reason. An NIU student resident is permitted to find a substitute NIU student who meets the occupancy standards for Northern View Community in the event the NIU student resident's roommate vacates the apartment for any reason in order to relieve or satisfy any financial obligation the vacating NIU student resident may have pursuant to the housing contract. Any prospective substitute student resident must meet the qualifications set forth by Housing & Residential Services for residency in Northern View Community apartments. All other NIU student residents remaining in the apartment have a right to meet with the new prospective substitute NIU student resident prior to his or her signing a housing contract, and also have the right to reject said prospective substitute NIU student resident as a new roommate, but in doing so will accept full responsibility for the entire rent charge for the apartment, or provide a suitable substitute NIU student resident. The substitute NIU student resident shall pay a separate processing fee and prepayment to Housing & Residential Services at the time his or her housing contract is signed, if currently not contracted to live in the residence hall system.

Occupancy Limitations for both Northern View Community Contract types: Only adult person(s) who registered as current NIU students and have entered into a signed, written housing contract are permitted to live in Northern View Community apartments. Except for emergencies or guests, no area within the apartment other than bedrooms will be used as a sleeping area. Each resident agrees to participate in good faith in mediation between enrolled full-time NIU students (primary occupants), as may be requested by other primary occupants in the apartment, to resolve issues involving the housing contract.

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

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

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/apartment or residence hall/building to another. However, the right to reassign space can be limited by the student to: (a) apply only to Northern View Community or (b) only apply within the residence halls, by limiting the contract to only apply to (a) Northern View Community or (b) residence halls. If the new placement has a different room rate, the new rate shall automatically be applied. Open beds will become available throughout the residence hall system during the year. The residents in these partially-occupied rooms have the choice to guarantee the room as a temporary single for the remainder of the academic year, if offered, based on capacity considerations. For a temporary single a prorated amount of the single differential of \$622 per semester is assessed, prorated according to the date that we started to guarantee single occupancy for the remaining balance of the contract. The provision for a temporary single only applies to spaces in the residence halls, and is not valid for spaces within Northern View Community. If temporary single-occupancy is not selected, occupants retain the room as before, (i.e. no use of second set of furniture in room, but with the same billing) with the understanding that a new roommate could 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. Students of the opposite sex will not be assigned to, nor may they occupy, a bedroom together, except in Northern View Community family-style apartments, as space are available, on a first-come-first served basis. Students who are not checked in by the third day of classes of each semester and who do not notify Housing & Residential Services 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 & Residential Services, 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 room without the advance permission of their roommate(s).

CAMPUS DINING SERVICES

All residents of Northern Illinois University residence halls are required to purchase the meal plan determined to be the residential plan by Campus Dining Services (Northern View Community residents can optionally contract for meal plans, but are not required). 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 on residential plans that are missed for any reason. In addition, residential students can purchase optional meal plans while choosing their room, to supplement their regular residential plan as needed. For further information on residential and optional meal plans refer to information referenced during room sign-up or by visiting dining.niu.edu.

Any selection of optional meal plans will be assumed to be for the same semester(s) as the room selection. Any optional meal plans selected in conjunction with room selection can be cancelled or changed only upon receiving a valid request by Monday 8:00 am the second week of class in the first semester of the contract. In order to determine submission methods for cancellations, please refer to the website. Time and date of request is determined as time and date recorded by a time stamp on receipt for any paper submissions or the date and time stamp the submission records for digital requests.

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

Residence hall contracts are binding and valid for an entire academic year, defined as a fall and a spring semester by Registration and Records (August to December and January to May) or the balance of the academic year remaining at the time the contract is initiated. Northern View Community contracts are also binding and valid for an entire academic year, and in addition, also include the time frame of transition between fall and spring semester for contracting and billing purposes, with January 1st being the beginning of the new semester and billing time frame.

In addition to the academic year, any contractual clause extends to optionally selected/added summer or winter break time frames for residence hall as well as Northern View Community contracts as appropriate; once a room selection is extended, in winter break as permissible for designated winter break location for the residence halls, or summer break for either residence halls or Northern View Community, by signing a paper request or by adding the additional optional time frame through room self-selection, it is considered binding and amends the contract period described above. Any selection of the optional winter break time frames in the residence halls is considered, and forwarded for billing to the Bursar, as part of the spring term.

CONTRACT CANCELLATION/WITHDRAWAL CHARGES

Students have three (3) business days after initiating a Housing & Residential Services contract to submit written verification of their wish to nullify their contract. After this three-day period, students are not typically released from their contractual obligation to commute from home or move to alternative off-campus housing. Students may only cancel their contract if they will not be attending Northern Illinois University during the contract period. Residents who will be continuing as NIU students during the contract period may file a Contract Release Request for an exception caused by a change in academic status, such as participation in a full-semester academic assignment (student teaching or internship) outside DeKalb County, participation in Study Abroad or completing requirements for graduation and not continuing as an NIU student past graduation. However, in certain exceptional circumstances, Housing & Residential Services will consider a contract release request. A contract release request for any reason, including University withdrawal, must be made in writing to Housing & Residential Services, according to the deadline dates listed in the section below. Housing & Residential Services typically processes fully-documented release requests within 15 business days of submission. The date the fully-documented submission is received is the date used for comparison to deadlines for refunds/charges. Only fully-documented submissions will be considered.

Students Who Sign Contract for & Attend NIU Starting in the Fall Semester:

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

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

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

Both New and Returning Students: After August 10, an additional \$100 contract severance charge is assessed to both New and Returning students. Once the semester begins, students will be billed the greater amount of the prorated room and board charges or the charges described above, in addition to the \$100 contract severance charge. Should prorated room and board charges be lower than the amount of forfeitures on deposits for new students or fine charges for returning residents, forfeitures and fine charges will be assessed in an amount equal to the forfeiture on deposits prior to move-in less prorated room and board charges or a fine charge on contract cancellation prior to move-in less prorated room and board charges. Room charges are in effect from the start of the term through the date that a student checks out with a staff member and returns their key.

All Students - Cancellation of Spring Semester: No late charge is assessed when written notification of non-attendance is received or formal release is granted by December 1; there is a \$50 late charge between December 2 and December 14; and beginning December 15 there is an additional late charge of \$75 (total of \$125 in late charges). In addition, all students that break their housing contract are subject to a contract severance charge of \$100 in addition to the late fines outlined above. Once the semester begins, students will be billed the greater amount of the prorated room and board charges or the charges described above, in addition to the \$100 contract severance charge. Should prorated room and board charges be lower than any fine charges, a fine charge will be assessed in an amount equal to the fine charge on contract cancellation prior to move-in less prorated room and board charges. Room charges are in effect from the start of the term through the date that a student checks out with a staff member and returns their room key.

Students Who Sign Contract for & Attend NIU Starting in the Spring Semester:

\$125 of the contract payment is refunded when written notification of non-attendance is received or a formal contract release is granted by December 1; \$75 is refunded by December 15; and after December 15, the contract payment is not refundable. Once the semester begins, students will be billed the greater amount of the prorated room and board charges or the charges described above, in addition to the \$100 contract severance charge.

Should prorated room and board charges be lower than the amount of forfeitures on deposits for new students or fine charges for returning residents, forfeitures and fine charges will be assessed in an amount equal to the forfeiture on deposits prior to move-in less prorated room and board charges or a fine charge on contract cancellation prior to move-in less prorated room and board charges. Room charges are in effect from the start of the term through the date that a student checks out with a staff member and returns their room key.

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

Beginning with the first calendar day after the last day to withdraw from a full semester course or from the University with a partial refund as established by Registration and Records and Bursar, a student who is released from this contract will be required to pay the full semester's room and board charge including optional meal plan selection(s). The amount of money determined by utilizing the above criteria will be charged to the student's Bursar account, plus any damages or other residence hall related charges for which the student is responsible. A student who is banned/removed from the residence hall system as part of a University disciplinary sanction or criminal charges initiated by the University is not eligible for any Housing & Residential Services 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 housing contract cancellation by the University, the refund/charge policy is described in sections above.

UNIVERSITY WITHDRAWAL DURING THE SEMESTER

Students must notify Housing & Residential Services 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 the residence hall Complex Coordinator and accepting prorated charges for room and board for time stayed beyond the actual withdrawal. The student's Housing & Residential Services contractual obligation is active and all charges apply until their University withdrawal is verified and room is vacated as determined by checking out.

PART-TIME ENROLLMENT STATUS

Students living in the residence halls are expected to maintain full-time enrollment status. Students assuming part-time status may submit a written request to be released from their residence hall contract. The University may deny a contract to a part-time student or terminate a part-time student's residence hall contract.

CONTRACT DENIAL

A residence hall contract may be denied or terminated with subsequent financial penalties by Housing & Residential Services because of a student's past record of violation(s) of a previous residence hall contract. Students residing on a residence hall floor 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 & Residential Services becomes aware that a student has a record of criminal conviction(s), falsification of records or other actions indicating behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community, the University may not accept or may cancel and terminate the residence hall contract at any time. If the contract is so canceled, the student shall be entitled to a pro-rated refund of room and board fees as of the date the room is vacated determined by checking-out and returning the key. Pro-rated charges or fine charges for the remaining contract term are determined the same way as charges and pro-rate billing for a contract cancellation or withdrawal. If the student is already residing in the residence halls, he/she may request 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.

Contract Agreement: By signing below, I acknowledge agreement with terms and conditions of this contract for room and board at Northern Illinois University for 2017-2018 and the rules and regulations set forth in ***The Residence Hall Handbook and the Northern View Community Handbook***, found on the Housing & Residential Services web site at housing.niu.edu. This contract is made and entered into by and between Northern Illinois University and the undersigned student and/or parent or legal guardian (when the student is under 18) for room and board **for the entire 2017-2018 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.

Print name

Student's Signature

Z ID

Date

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

Date

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

Executive Director or Designee, Housing & Residential Services

Date