



UNIVERSITY HOUSING CONTRACT
Fall 2024 to Fall 2025
NORTHERN KENTUCKY UNIVERSITY

10 Campbell Dr
 Highland Heights, KY 41099
 (859) 572-5676

Definitions: As used herein, the term:

- a. "Fall-to-Fall" means August 15, 2024 or the date you move in (whichever is earlier), through August 9, 2025.
- b. "Fall Semester" means August 15, 2024 or the date you move in (whichever is earlier), through December 14, 2024.
- c. "Winter Term" means December 15, 2024 or the date you move in (whichever is earlier), through January 12, 2025
- d. "Spring Semester" means January 13, 2025 or the date you move in (whichever is earlier), through May 10, 2025.
- e. "Summer Term" means May 11, 2025 or the date you move in (whichever is earlier), through August 9, 2025

Fall-to-Fall Contract Term Agreement: This contractual arrangement is exclusively available to upper-class students, upper-class NKU Online enrollees, and Graduate students. By electing this contract, individuals assume financial responsibility for housing accommodations spanning the Fall, Winter, Spring, and Summer terms. Notably, the fall-to-fall contract supersedes any conflicting 9-month contracts. While Norse Hall predominantly offers this fall-to-fall option, availability is contingent upon capacity. In cases of unavailability, students may be relocated elsewhere on campus, while still retaining financial obligations for summer term housing.

All Northern Kentucky University Housing residents must read and electronically sign the Housing Contract via the online housing portal. If the resident is under the age of eighteen (18) at the time they electronically or physically sign the Housing Contract, a parent or legal guardian must complete the "Parental Verification" form. Parent or legal guardian signature authorizes the student to enter into the Housing Contract, submit preference changes, and access their residence hall room without need for further signatures. Parent or legal guardian signature also demonstrates understanding that their student is financially liable for all charges and bound by the Housing Contract. By signing the Housing Contract, the student agrees to reside in on-campus housing for the academic year and the Housing Contract binds the student financially for the entire academic year.

TERMS AND CONDITIONS

NKU grants a Housing Contract to the Student to reside in the assigned space. This Agreement does **not** guarantee a specific facility or room assignment. The relationship created by this contract between NKU and the Student is that of a licensor and licensee, and NOT that of landlord and tenant. This Agreement is not governed by the Kentucky Landlord-Tenant Act. **The Student must be officially admitted and enrolled for credit-bearing coursework (6-credit minimum) at NKU and be making satisfactory academic progress to live in the residence halls. The student must also demonstrate the financial capability to pay their university tuition, room, board, and fees prior to their move-in to their assigned residential community.** NKU reserves the right to provide priority assignments to students who are classified as full-time and are in good standing in academic degree programs and whose conduct at NKU has not been determined by University Housing or the Office of Student Conduct, Rights and Advocacy to be incompatible with community living. The Student must officially check out of the residence hall if he/she/they is not enrolled in classes, withdraws or is withdrawn from NKU. Failure to do so will result in removal from the residence hall. NKU does not discriminate based on sex, race, color, sexual orientation, national origin, citizenship, religion, veteran status, age, or disability.

All on-campus residential students are required to carry a meal plan regardless of their assigned residence hall. Only if a student is released from their Housing Contract will the student's meal plan be cancelled, or financial adjustments made. Once the deadline for financial adjustments has passed (see the 2024-2025 Schedule of Charges and Deadlines available online and incorporated by reference in this Housing Contract Agreement), no room or meal plan adjustments will be made. Meal plan changes will only be processed during the meal plan change period at the start of each semester. University Housing highly recommends that you purchase renters' insurance that covers theft, damage, and personal liability.

TERMS OF THE AGREEMENT

The Housing Contract is legally binding from the date of signature until the conclusion of the fall-to-fall term. The Housing Contract may be terminated by NKU at any time due to the Student's academic ineligibility, falling below the enrollment requirement stated herein, non-payment, or as a sanction resulting from a disciplinary process conducted in accordance with NKU policy and state law, or for reasons of health, safety, security, consolidation of facilities, or other administrative reasons. If NKU terminates this agreement for disciplinary reasons, then the Student will be responsible for paying all housing and dining charges for the full fall-to-fall term. The Student may terminate this agreement at any time, subject to the Student's obligation to pay the charges as described below.

ROOM CANCELLATION CHARGES, 2024-2025

| Cancellation Date | Resident Financial Responsibility | Meal Plan Credit |
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| Academic year cancellations prior to May 31, 2024 | Resident is responsible for 0% of fall semester housing fees. | |
| Academic year cancellations between June 1, 2024 and June 30, 2024 | Resident is responsible for 25% of fall semester housing fees. | |
| Academic year cancellations between July 1, 2024 and July 31, 2024 | Resident is responsible for 50% of fall semester housing fees. | |
| Academic year cancellations between August 1, 2024 and August 15, 2024 | Resident is responsible for 75% of fall semester housing fees. | |
| Academic year cancellations between August 15, 2024 and October 31, 2024 | Resident is responsible for 100% of fall semester housing fees. | Resident will receive prorated fall meal plan credit through October 31, 2025. |
| Academic year cancellations between November 1, 2024 and November 30, 2024 | Resident is responsible for 100% of fall semester housing fees AND 25% of spring semester housing fees (if enrolled for spring semester classes). | Resident will be responsible for 100% of the fall meal plan costs. |
| Academic year cancellations between December 1, 2023 and January 1, 2025 | Resident is responsible for 100% of fall semester housing fees AND 50% of spring semester housing fees. | Resident will be responsible for 100% of the fall meal plan costs. |
| Spring semester cancellations between January 1, 2025 to January 11, 2025 | Resident is responsible for 75% of spring semester housing fees. | Residents will be responsible for 100% of the fall meal plan costs and 0% of the spring meal plan costs. |
| Spring semester cancellations between January 13, 2025 and there after | Resident is responsible for 100% of fall and spring semester housing fees. | Residents will be responsible for 100% of the fall meal plan costs AND Resident will receive prorated meal plan credit through February 28, 2025. |
| Summer term cancellations between March 1, 2025 to March 31, 2025 | Resident is responsible for 100% of fall and spring semester housing fees AND 25% of summer term housing fees. | Residents will be responsible for 100% of the fall and spring meal plan costs. |
| Summer term cancellations between April 1, 2025 to April 30, 2025 | Resident is responsible for 100% of fall and spring semester housing fees AND 50% of summer term housing fees. | Residents will be responsible for 100% of the fall and spring meal plan costs and 0% of the summer meal. |
| Summer term cancellations between May 1, 2025 to May 10, 2025 | Resident is responsible for 100% of fall and spring semester housing fees AND 75% of summer term housing fees. | Residents will be responsible for 100% of the fall and spring meal plan costs and 0% of the summer meal plan costs. |
| Summer term cancellations received May 11, 2025 and thereafter | Resident is responsible for 100% of fall and spring semester housing fees AND 100% of summer term housing fees. | Residents will be responsible for 100% of the fall and spring meal plan costs and prorated summer meal plan costs. |

THE STUDENT AGREES:

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| <p>1. To know, observe and comply with the terms and conditions of this Housing Contract, all federal and state laws, all NKU policies and regulations governing student conduct including the NKU Student Code of Conduct, University Housing Policies and Procedures, and the NKU Technology Policies.</p> | <p>2. To review and abide by the Schedule of Charges and Deadlines and Payment for all fees, living, and dining charges, and any other additional for the applicable period.</p> |
| <p>3. To notify University Housing in writing of non-attendance to NKU by the required deadlines; notification to other departments within the University does not constitute proper notification. Additional fees may apply for late submission of notice of non-attendance or cancellation notice as set in the Schedule of Charges and Deadlines.</p> | <p>4. That NKU is not liable for loss, theft, or damaged personal property. NKU does not offer insurance for personal property. The student may privately obtain or purchase GradGuard insurance coverage for personal or commercial purposes including attempting to solicit resident's property, if desired.</p> <p>The Student also agrees to promptly pay or reimburse NKU for loss of and damage to NKU property caused by the Student and for loss of and damage to the Student's unit during the term of this Agreement, including but not limited to damage to walls, flooring fixtures, furniture, and appliances. Such costs may include the cost of cleaning necessitated by improper care by the Student.</p> |
| <p>5. To maintain the assigned space in a safe manner and in good condition for the entire term of the Housing Contract. Room furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's room. It is the student's responsibility to restore the room to its original condition prior to checkout.</p> | <p>6. To make appropriate arrangement for any necessary personal attendant, vested service animal or emotional animal prior to the beginning of each academic term, if required due to a student's disability. The student has the sole financial responsibility for their own personal care attendant. Emotional support animals will be approved on a case-by-case basis by the Office of Student Accessibility. Service and emotional support animals will need to have up-to-date vaccination records to be retained by housing staff.</p> |
| <p>7. To move to a different room if required by University Housing staff for behavioral, safety, health or other administrative purposes.</p> | <p>8. To not sell, sublease, or assign the room to anyone at any time.</p> |
| <p>9. To move out of the residence hall only after obtaining an approved Housing Contract Cancellation approval and officially completing the check-out process. A student vacating their assigned space will be responsible for the financial commitments of the entire Housing Contract, including the portion remaining after the student vacates the room.</p> | <p>10. To ensure that the student's room or suite shall not be used for commercial purposes. The use of University Housing facilities and/or property for commercial activities by residents, individuals, or University organizations is prohibited.</p> |
| <p>11. Under the conditions of the Family Educational Rights and Privacy Act (FERPA), resident's housing records are held private except to those with an educational need to know or to which the resident has specifically released housing records by filling out a FERPA Records Release form in the University Housing office. Resident gives permission to University Housing to use any photographic image taken of resident while resident is in any public spaces, grounds, offices, or any University sponsored events without payment or other compensation. Resident releases all claim to audio and video recordings or photographs and assigns all rights to these images or recordings to the University. Resident hereby waives any right to inspect or approve such use.</p> | <p>12. In the event of an unforeseeable cause beyond the control of the University, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, pandemic or epidemic, and other unforeseeable accidents or events, University reserves the right to maintain the safety of the housing facilities, including but not limited to temporarily or permanently removing resident from on-campus housing. If the housing facilities and/or all or part of the housing facility is closed due to an emergency or natural disaster or pandemic or epidemic, the University may suspend or terminate the Agreement without prior notice. If a housing is closed pursuant to this paragraph, the University will use their best efforts to provide resident with alternative housing, when possible. Further, although not obligated to do so, the University will use its best efforts to rebuild or replace the affected housing facility.</p> |
| <p>13. The University does not promise, warrant, or guarantee their safety and security, or that of their guests, or their personal property against criminal actions of other residents or third parties. Furthermore, the University shall not be liable for any damage or injury to resident, their guests, or their personal property or to any person entering the room or apartment assigned to resident or the housing facility in which resident resides, for injury to person or property arising from theft, vandalism, or casualty occurring in the room. Resident agrees to indemnify and hold harmless the University and its regents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to resident's person or property or any of their guests while residing in the facility, regardless of the cause, including, but not limited to injury resulting from engagement, involvement or participation by resident or any of their guests in any event sponsored by University, unless such injury is caused by the negligence or intentional conduct of University or its agents. Resident hereby releases and forever discharges and holds harmless the University and its regents and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the housing facility. This release will be binding upon the resident.</p> | <p>14. Residence Hall spaces can be inhabited ONLY by the Students to whom they are assigned. Room changes may be made only AFTER written approval from the Housing Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken for violations of this University Housing Contract.</p> |

GENERAL PROVISIONS

1. NKU staff or other designated agents necessary to the operation of the residence halls may be authorized by the Director of University Housing to enter a student's room at any time to verify inventory records or occupancy, perform building inspections or maintenance, pest control, for health or safety emergencies, suspicion or violation of NKU policies where permitted by state or federal laws, or upon the resident's consent.
2. University Housing reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or other administrative reasons.
3. University Housing reserves the right to terminate this Housing Contract by written notice with due process if a student fails to comply with any terms and conditions of this Housing Contract.
4. In the event the University suggests, encourages, or requires students to vacate the residence halls on the advisement, recommendation, or requirement of federal, state and/or local authorities, the University may establish Housing Contract requirements and processes in response to such circumstances.

NKU VACCINE POLICY

NKU does not require any immunizations, or proof of immunizations, for admission to the University. However, it is strongly recommend that all incoming students, especially those living in campus housing, are up-to-date on all routine immunizations.

ROOM KEY

The undersigned student agrees that upon check in, he/she/they becomes responsible and liable for the room key. It is the student's responsibility to obtain and keep possession of the room key. If the key is lost or stolen, the Student understands that he/she/they will be charged applicable key replacement and/or lock change fees for each time a new key is issued and/or locks are changed. The Student understands that he/she/they is responsible for turning in the key at the time of check out, and if fails to do so, key replacement and/or lock change charges will apply.

MAILBOX SERVICES AGREEMENT

The undersigned student agrees not to use the mailbox premises or any center services for any unlawful, illegitimate, or fraudulent purpose or for any purpose prohibited by US postal regulations. The Student understands that any use of the mailbox is for personal use only during the term of the Housing Contract with University Housing.

The Student understands that it is their responsibility to update their personal mailing information should they be approved to be released from their Housing Contract. The Student understands that the mailbox key must be returned to their residence hall service desk upon termination/expiration of this Housing Contract; The Student agrees to return the mail key at the time of their official check out to their residential service or else re-keying charges will be applied to the student's NKU Student Account. The Student understands any lost keys must be reported to their residential service desk immediately for replacement; replacement charges will apply.