

HOUSING/DINING AGREEMENT TERMS & CONDITIONS 2018-2019

I. Parties: This Agreement is made and entered into by and between Northern Kentucky University, hereinafter referred to as The University, and the individual whose name appears on this Agreement, hereinafter referred to as a Resident and, in the event the Resident is under eighteen (18) years of age, Resident's parent(s) or legal guardian(s) who will have the same obligation hereunder as Resident. The requirements of this agreement apply to all residents, regardless of the type of housing services supplied; traditional hall, suite, or apartment style.

II. Eligibility: (A) any person who has been admitted or will be enrolled as a student may enter this Agreement with the University. (B) The Resident agrees to officially check out and vacate the assigned room accommodations within 48 hours upon loss of status as an enrolled student during this Agreement period or if Resident fails to enroll for academic credit course work. (C) The Resident's housing rights under this agreement may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the agreement by the University after the Resident(s) breaks the agreement. Ordinarily, Residents will be permitted to remain in residence during a permitted appeal from such decision. If an academically based appeal is not granted, the Resident will be required to pay a prorated fee for the time lived on campus. No refund of housing charges will be made to Residents dismissed for disciplinary action or breach of agreement. However, in all events, the University reserves the right to exclude immediately without prior notice any Resident whose continued residence presents a substantial risk to safety or health of other residents or self, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities. (D) The Resident may not permit the regular use by others of space assigned to the Resident, by assignment or otherwise, or permit residency by persons not authorized by the University.

III. Period of Agreement: (A) This Agreement, unless otherwise stated, (e.g., Spring semester only), is for the full academic year, and an academic year consists of the fall and spring semesters. The Resident agrees to live in a University Housing for the entire period of the Agreement or for that portion of the Agreement which remains after the Resident's enrollment. (B) Residential areas are open for the academic year Thursday, August 20, 2018 and close Friday, May 10, 2019. (C) Individuals needing to reside past the period of agreement dates for graduation or extenuating circumstances must discuss potential arrangements with the Hall Director of the individual's area.

IV. Housing/Dining Prepayment: (A) A prepayment of \$200 is required with the Housing/Dining Agreement in order for it to be accepted. (B) This payment DOES apply towards the Resident's first semester housing fee and will be credited on the Resident's account accordingly. (C) This prepayment is not carried over to following semesters of residency and must be paid with each subsequent agreement. (D) Forfeiture of entire prepayment will result from the cancellation of this agreement, and no refunds will be issued. (E) Failure to check-in by the first day of classes is considered a breach of contract and will result in the forfeiture of the prepayment. (F) All housing and dining fees are charged to the Resident's university account which is maintained by Student Account Services. (G) If a prepayment is waived for extenuating circumstances and the resident cancels the Housing/Dining Agreement, the resident is subject to a \$200 cancellation fee assessed to the resident's NKU account.

V. Proposed Room Rates and Fee Schedule for 2018-2019 Academic Year

(A) These rates are subject to change by action of the Northern Kentucky University Board of Regents.

Location	Semester Cost	Location	Semester Cost
KY/CW Double	\$2180	Norse or Woodcrest- Efficiency	\$3860
University Suites- Double	\$3020	Callahan- Double/Full Bath	\$3150/\$2860
University Suites- Single	\$3410	Callahan- Double/Half Bath	\$2780/\$2520
Woodcrest Apartment- Double	\$3255	Callahan- Quad/Full Bath	\$2730
Woodcrest Apartment- Triple	\$3520	Callahan- Triple Full Bath	\$2400
Norse Hall- Double	\$2545	Callahan- Triple Half Bath	\$2120
Northern Terrace- Quad/Kitchen	\$3480	Northern Terrace- Quad	\$3150

Meal Plan	Semester Cost	Meal Plan	Semester Cost
Ultimate plus 100	\$1980	150 Block plus 175	\$1900
Plan 15 plus 100	\$1770	125 Block plus 325	\$1900
Plan 15 plus 100/carryout	\$1880	100 Block plus 425	\$1900
		75 Block plus 575	\$1900

(B) **Prepayment:** (1) The Resident agrees to pay the housing fee by the payment deadline stated on the Student Account Services bill. Financial aid, if any, will be applied toward the Resident's account balance including housing/dining charges. The housing/dining balance after applying Financial Aid must be paid by the Resident by the deadline stated by Student Account Services. Non-prepayment will result in cancellation of the housing assignment and forfeiture of the prepayment. (2) The Resident agrees that any deviation from the established schedule of prepayment, or any problem with prepayment, must be approved by Student Account Services in advance of the prepayment due date. (3) The

Resident agrees that failure to make prepayment as prescribed does not relieve the Resident of accumulated housing fees while in residence. The Resident understands that non-prepayment will result in denial of University Housing accommodations and services until the amounts due are paid. (4) Should a double room that can be bought out as a private room become available, the private room rate will be assessed to the Resident.

VI. Academic year cancellations prior to June 30: (A) A Resident may cancel this agreement at any time, but will forfeit their \$200 prepayment. (B) Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (C) A Resident who is denied admission to the University will receive a full refund of housing and dining fees paid if the notice of cancellation is received prior to the first day of classes. (D) If a Resident from the waiting list is offered a room assignment and the Resident refuses that room, the \$200 housing prepayment is forfeited and the Resident is cancelled from the waiting list.

VII. Academic year cancellations on July 1 through July 31: (A) Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (B) Resident will be responsible for **25%** of semester housing fee. (C) Resident may cancel this Agreement at any time but will also forfeit the \$200 prepayment.

VIII. Academic year cancellations from August 1 up to the First Year Student Move In Day (A). Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (B) Resident will be responsible for **50%** of semester housing fee. (C) Resident may cancel this Agreement at any time but will also forfeit the \$200 prepayment.

IX. Academic year cancellations from First Year Student Move In Day through end of the second week of classes (*Student officially checked in or is a "no show" who did not officially cancel before the first day of classes*) (A) Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (B) Resident will be responsible for **75%** of semester housing fee. (C) Resident may cancel this Agreement at any time but will also forfeit the \$200 prepayment. (D) Resident will receive prorated meal plan credit through November 1st (fall) or March 1st (spring).

X. Academic year cancellations from the beginning of the third week of classes through the end of fall semester (*Student officially checked in*) (A) Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (B) Resident will be responsible for **100%** of fall housing fees and **50%** of spring housing fees if enrolled for spring semester classes. (C) Resident may cancel this Agreement at any time but will also forfeit the \$200 prepayment. (D) Resident will receive prorated meal plan receive through November 1st (fall) or March 1st (spring).

XI. Spring semester cancellations for new spring residents (A) Written notice of cancellation must be made to the Office of University Housing to avoid additional cancellation charges. (B) If student does not officially check in to housing assignment and cancels housing, student will forfeit the \$200 prepayment. (C) Residents who check in to housing and cancel before the end of the second week of classes will be responsible for **75%** of spring semester housing fees. (D) Resident is responsible for 100% of spring housing fees beginning the third week of classes. (E) Resident receives prorated meal plan through March 1st. (F) A Resident may cancel this agreement at any time, but will also forfeit their \$200 prepayment.

XII. Cancellations after the Beginning of the Academic Year: (A) A Resident who does not check into the assigned room by the first day of classes will have unofficially withdrawn and be considered a "no-show," and will have breached the terms and conditions of this Agreement and thus this Agreement will be automatically terminated. (B) A Resident who checks into the residence hall must go through the official withdrawal process to cancel this Agreement. Official withdrawal procedures include a scheduled checkout time, room inspection, collection of keys and signature on the appropriate paperwork. A cancellation charge will be assessed for unofficial withdrawal and the housing prepayment will be forfeited for unofficial withdrawal Residents as well as official withdrawal Residents who remain full time students at Northern Kentucky University. (C) Exceptions to the Cancellation Charge will only be made for: marriage, graduation, for affiliation with special University programs away from the Highland Heights campus, unexpected medical considerations or other circumstances which are determined by the University to be beyond the control of the student. Requests for Exception from the Cancellation Charge must be submitted in writing and appropriate documentation will be required. (D) A Resident's date of official withdrawal from the assigned residence hall/apartment room will determine the amount of housing and dining fee charge assessed and, if applicable, the amount of housing/dining fee refund. (F) An assigned Resident who does not go through the official withdrawal process to cancel this Agreement on or before the last day

of finals week of the Fall Semester will be charged a Spring Housing fee accordingly. (G) If a Resident fails to remove personal belongings from University Housing after canceling, the Resident's personal belongings will be removed and stored at the Resident's expense. Personal belongings will be stored for a maximum of thirty (30) days after cancellation of the housing agreement or expiration of the Agreement. After 30 days, the Resident's personal belongings will be considered abandoned and shall be disposed of. The University will assume no responsibility for the destruction of or damages to personal property during removal, storage, or disposal. Should the University not be in the possession of the room, suite, apartment, mailbox, wing key(s), the student will be assessed the appropriate charge for a change of the lock(s) and the making of all necessary replacement keys. (H) Residents who do not officially check out by dates established by University Housing (eg. Terms & Conditions, room change approval dates, consolidation dates, etc.), may be subject to Holdover and/or Improper Checkout charges.

XIII. Room Assignments: (A) The Resident agrees to provide the University with all information and preferences requested on the Housing Agreement for the purpose of room and roommate assignments. (B) The University agrees to determine room assignments on the basis of the date of receipt of the Housing/Dining Agreement and the Resident's priority status. **The University's Agreement is to provide residential living services in university housing but not a particular room/apartment, and the University reserves the right to determine the particular space to which the resident is assigned.** Residents of the opposite sex will not be assigned to, nor may they reside in the same room/apartment unless approved for flexible housing. The University may alter the specific room or apartment assignment, if necessary during the assignment process. (C) The Resident agrees that roommate assignments are contingent upon the housing status of both Residents, date of receipt of their Housing/Dining Agreements, and joint or mutual request for one another. (D) The Resident understands and agrees that the Office of University Housing makes all room assignments in accordance with the University Affirmative Action Policy. Northern Kentucky University does not discriminate based on national origin, race, color, age, gender, gender identity, gender expression, sexual orientation, religion, political affiliation, physical or mental disability, genetic information, pregnancy, and Uniform Services or veteran status. This policy is in compliance with state and federal guidelines and is enforced as a matter of philosophy of the University in seeking a diverse student body. (E) The Resident agrees to observe the room change procedure established by the University and to have prior written approval as required in the room change process, before making a change of room assignment. (F) The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall/apartment to another. Requests for private room will be approved on a first-come, first-served basis provided space is available. (G) The University reserves the right to modify room assignments for disciplinary reasons, catastrophe, facility related concerns, unresolved incompatibility of roommates, and to cancel or terminate this Agreement for disciplinary reasons (See XVI). (H) If housing demand exceeds room capacity, the University will maintain a waiting list of Housing/Dining Agreements with prepayments. Residents who do not receive a room assignment initially are automatically placed on a waiting list. Vacancies will be filled from the waiting list in order of application date and priority status.

XIV. Services: (A) The University agrees to furnish all assigned Residents a room in and to grant the Resident the use of public areas in University Housing. (B) The University agrees that the Resident, at a Resident's own risk, may leave personal property in assigned rooms during recess periods and breaks. However, the University urges the Resident to take such items as televisions, computers, jewelry, and other items of personal property home during recess periods. (See XVIII concerning liabilities). (C) The University agrees to provide each room with at least one high speed internet connection. (D) Interruptions of any one or all of these services on a temporary basis for reasons of maintenance, repair, or catastrophe will not be considered a breach of this Agreement and the University assumes no responsibility for damages which may occur. If an interruption occurs, the University agrees to restore the affected services within a reasonable time.

XV. Care of Facilities: (A) The Resident agrees to be directly and financially responsible for keeping the room/apartment and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise the University Housing Staff of any deteriorated conditions of the room/apartment or its furnishings. (B) The Resident agrees not to modify, cause or allow the modification of the assigned room/apartment furnishings, equipment, or other parts of the buildings. (C) The Resident agrees to pay charges when assessed for room/apartment damages or special housekeeping or maintenance services necessary due to misuse, abuse, or improper care of facilities, equipment, and furnishings for which the Resident is responsible. (D) The Resident agrees to use public areas and residential corridors in a careful and proper manner and to contribute to the orderliness and cleanliness of all areas used by Residents and guests. (E) The Resident agrees to report loss of any key issued by University Housing and to pay the charges for all necessary replacement keys and for changing of the lock(s).

XVI. Rules, Policies, and Regulations: (A) The Resident agrees and acknowledges it is his/her responsibility to become aware of and observe all published policies, rules, and regulations affecting his or her status with the

University. Specifically, the student agrees to abide by all policies, rules, and regulations outlined in the University Housing Policies and Procedures section which is located on the University Housing website: <http://housing.nku.edu>. Paper copies of this document may be requested in the Office of University Housing in Norse Commons 101 and will be mailed to the student at his or her request. (B) If the Resident commits one of the acts described below, it shall automatically result in review of his/her status as a Resident by the Office of University Housing. Should the Resident be found in violation of one of these acts, immediate revocation of the Housing Agreement, termination of residency, and loss of any and all housing fees may occur.

1. Use, possession, or distribution of narcotics or dangerous drugs as defined by local, state, and federal laws and not prescribed by a medical doctor
2. Use and/or possession of alcoholic beverages in individual rooms or other Residence Hall areas, or university-owned or controlled property
3. Possession of and/or use of firearms, fireworks, or explosive materials
4. Tampering with or improper use of fire fighting, detection, and alarm equipment
5. The threat of, or intentional commission of any act in University Housing which poses a threat to the health and safety of any person;

(C) The following items are not permitted to be used or stored in Resident rooms/apartments or any other area of Housing: any internal combustion engine, any acids, automobile batteries, gasoline, firearms, ammunition, or other weapons, fireworks, water beds or other water filled furniture. Due to health standards and possible inconvenience to other Residents, no animals (except service animals approved through the Office of Disability Services as an accommodation approval), birds, or pets of any kind other than fish, with a maximum tank size of 10 gallons, are to be housed or kept in the residential facilities. Service animals must be approved by the Office of Disability Services as part of an accommodation approval. Weight lifting equipment and devices, musical instruments with amplifying devices, and instruments equipped with amplifying devices, and instruments which disturb other Residents may not be used in the residential facilities unless so designated by the University. They may not be used in student rooms. (D) Personal business enterprises shall not be conducted in or from the University facilities. (E) Residents are held responsible for the conduct of their guests and are responsible for informing them of pertinent housing and/or University regulations. Guests who abuse these privileges may be denied the opportunity to revisit housing facilities. All non-residents must comply with the escort policy of University Housing in which they are a guest.

XVII. Food Service: (A) Dining Service Opening and Closing Dates: During official University vacation periods meals are not served. During the period of occupancy, the University will provide meals seven days a week except that no meals are provided during Thanksgiving Break, Semester Break, or Spring Break. Please note that if there are date changes to the Academic Calendar for the University, food service operation dates may be adjusted.

(B) Because absenteeism is anticipated in establishing prices, no refunds will be made for meals missed. Reasonable arrangements may be made for carry out meals, sick trays or special diets upon request. (C) The meal plan identification card (NKU All Card/Student ID) must be used for admission to the Village Café and other food services areas only by the student to whom it is issued. (D) Remaining fall semester flex dollars roll over to the Resident's spring semester residential meal plan. Fall semester flex dollars do not roll over if Resident cancels housing and/or residential meal plan for the spring semester. Unused flex dollars expire at the end of the spring semester.

XVIII. Right of Entry: The University reserves the right to enter any room with or without notice: (A) For the purpose of inspection, maintenance or repair; (B) Without notice to or permission of the resident thereof, for the purpose of (1) inspecting for dangerous/illegal drugs, alcohol, or narcotics; and (2) inspecting for firearms, fireworks, explosives, weapons, or any other substances, materials or goods the possession of which is a breach of this Agreement, of the standards and regulations of the University, or the laws of the state of Kentucky. Such entry and inspection, however, should be made only when the University has reasonable cause to believe that such items are present in the room; (C) When there is reason to believe that the occupants of the room are in serious physical or psychological distress.

XIX. University Liability: (A) The University does not assume responsibility for the Resident's or other persons' loss of money or valuables, or for damage to personal property within University Housing facilities. (B) If the Resident is not covered by insurance for loss of personal property through policies held by the Resident or the Resident's family, the University recommends that the Resident contact an insurance carrier concerning the availability of protection against such losses.