
HOUSING/DINING AGREEMENT TERMS & CONDITIONS 2019-2020

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 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. **Record Release, Privacy Information, and Photograph Use Release:** (A) 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 Office of University Housing. (B) Resident gives permission to the Office of University Housing to use any photographic image taken of Resident while Resident is in any public spaces, grounds, offices, or any University sponsored public 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. These images may include educational materials, education broadcasts and websites, or promotion of the University. Resident understands that their photographic image may be used for legitimate business purposes. Resident hereby waives any right that Resident may have to inspect or approve any such use.

IV. **Notices:** Resident agrees that the University will communicate with Resident through their official University email account for all aspects of this Agreement, including but not limited to Housing and Meal Plan charges, notices of other charges, refunds, and housing information notices. Resident agrees to check their official University email account on a regular basis. Failure to check the official University email account does not relieve Resident from any obligations under this Agreement.

V. **Period of Agreement:** (A) This Agreement, unless otherwise stated, (e.g., Fall semester only, Spring semester only, Summer 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 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 15, 2019 and close Friday, May 8, 2020. (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 and receive permission in writing from the Office of University Housing.

VI. **Residency Requirement:** All first-year students who live outside of the following counties and are under the age of 21 years by September 1 of the academic year are required to live in University Housing for their first academic year. Students who are married, divorced, or widowed; who have parental custodial responsibilities; who have served 6-months in the

armed forces; who are enrolled in fewer than 12 credit hours (part-time status); or who are attending a University distributed learning center are also exempt from this residency requirement.

RESIDENCY REQUIREMENT EXEMPTION AREAS	
Indiana	Dearborn, Franklin, Jefferson, Ohio, Ripley, or Switzerland counties
Kentucky	Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, Owen, Mason, and Pendleton counties
Ohio	Brown, Butler, Clermont, Hamilton, and Warren counties

VII. **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 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, without prior written notification to, and written approval from, the Director of University Housing, 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.

VIII. **Proposed Room Rates and Fee Schedule**

(A) All rates are subject to change by action of the Northern Kentucky University Board of Regents. Room Rates and Fees will be posted at <https://housing.nku.edu/> for review. Proposed rates will be posted until such time that approval has been given by the Northern Kentucky University Board of Regents. Approved rates will be posted thereafter. (B) **Payment of Housing fees:** (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-payment 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 payment, must be approved by Student Account Services in advance of the payment due date. (3) The Resident agrees that failure to make payment as prescribed does not relieve the Resident of accumulated housing fees while in residence. The Resident understands that non-payment will result in denial of University Housing accommodations and services until the amounts due are paid. (C) **Space Buyout:** When space is available, University Housing may offer the Resident an option for reduced occupancy in the room or suite. There is an additional charge for Resident to live in rooms which are not occupied to capacity but wish to retain the reduced occupancy to give the remaining resident(s) additional space. The reduced occupancy option may include a two-person room used as a single room, or any three- or four-person room used at a lesser capacity. University Housing may restrict the number of reduced bed spaces allowed per room. Space buyouts are contingent upon availability at the sole determination of University Housing.

IX. **Cancellations:** (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. (E) Depending on the date of cancellation, Resident will be responsible for an associated percentage of semester housing fees, as detailed below.

ROOM CANCELLATION CHARGES, 2019-2020		
Cancellation Date	Resident Financial Responsibility	Meal Plan Credit
Academic year cancellations prior to June 30, 2019	Forfeiture of \$200 prepayment	
Academic year cancellations between July 1, 2019 and July 31, 2019	Forfeiture of \$200 prepayment, Resident is responsible for 25% of semester housing fees	

Academic year cancellations between August 1, 2019 and August 15, 2019	Forfeiture of \$200 prepayment, Resident is responsible for 50% of semester housing fees	
Academic year cancellations between August 15, 2019 and August 30, 2019	Forfeiture of \$200 prepayment, Resident is responsible for 75% of semester housing fees	Resident will receive prorated meal plan credit through November 1
Academic year cancellations between September 1, 2019 and December 31, 2019	Forfeiture of \$200 prepayment, Resident is responsible for 100% of fall semester housing fees AND 50% of spring semester housing fees (if enrolled for spring semester classes)	Resident will receive prorated meal plan credit through November 1
Spring semester cancellations between January 13, 2020 and January 25, 2020	Forfeiture of \$200 prepayment, Resident is responsible for 75% of semester housing fees	Resident will receive prorated meal plan credit through March 1
Spring semester cancellations on or after January 26, 2020	Forfeiture of \$200 prepayment, Resident is responsible for 100% of semester housing fees	Resident will receive prorated meal plan credit through March 1 for cancellations prior to March 1

X. Cancellations after the Beginning of the Academic Semester: (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. (E) 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. (F) 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, or 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. (G) 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.

XI. 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 or gender 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.

XII. Consolidation/Relocation: (A) The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consider vacancies and to require a student to move from one room or Residence Hall/Apartment to another in an attempt to achieve a more effective or efficient Residence Hall/Apartment program. (B) 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. (C) The Office of University Housing reserves the right to move a student in an ADA equipped room who does not require such accommodation to a comparable space on campus if an ADA need arises for that room. (D) 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.

XIII. 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 XX concerning liabilities). (C) The University agrees to provide each room with at least one physical high speed internet connection. Residents shall also have access to high speed wireless internet in residential areas. Internet speeds will be adjusted to accommodate the needs of all residential students. Residents are required to adhere to the University *IT Acceptable Use Policy*. (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.

XIV. 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).

XV. 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 Addendum 1 of this document and on the University Housing website at <https://housing.nku.edu/>. (B) If the Resident commits one of the acts described below and outlined in Addendum 1, it shall automatically result in review of their 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, electric vehicles or scooters, 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 Programs and Services), 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, including emotional support animals, must be approved by the Office of Disability Programs and 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.

XVI. 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 limited/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.

XVII. Right of Entry: The University reserves the right to enter any room with or without notice: (A) For the purpose of inspection, health/safety inspection, maintenance, pest control, 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.

XVIII. Force Majeure: 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 and other unforeseeable accidents, the 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 a housing facility is closed due to an emergency or natural disaster, the University may suspend or terminate this Agreement without prior notice. If a housing facility is closed pursuant to this paragraph, the University will use their best efforts to provide Resident with alternative housing. Further, although not obligated to do so, the University will use its best efforts to rebuild or replace the affected housing facility.

XIX. Release; Indemnification; Hold Harmless: (A) Resident agrees that 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 or apartment assigned to Resident or the housing facility in which Resident resides. Resident agrees to indemnify and hold harmless the University and their respective directors, trustees, agents, 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 housing 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 the University or their agents. Resident hereby releases and forever discharges and holds harmless the University and their respective directors, trustees, agents, 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 in 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.

XX. University Liability/Renter's Insurance: (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 strongly recommends that the Resident contact an insurance carrier concerning the availability of protection against such losses. University Housing is not responsible for damages or loss.

-- Please retain a copy of this document for your records --

Schedule of Rates, Fees, and Service Charges

University Housing Fees and Service Charges	
Buyout of room for reduced occupancy, Double as Single	140% semester rate
Buyout of room for reduced occupancy, Triple as Double (per resident remaining in room)	130% semester rate
Buyout of room for reduced occupancy, Triple as Single	175% semester rate
Buyout of room for reduced occupancy, Quad as Triple (per resident remaining in room)	120% semester rate
Buyout of room for reduced occupancy, Quad as Double (per resident remaining in room)	150% semester rate
Damage Assessment (based on assessment of damage to property)	Varies
Drug and/or Alcohol Violation, First Violation	\$50
Drug and/or Alcohol Violation, Second Violation	\$100
Drug and/or Alcohol Violation, Additional Violations (per violation)	\$200
Failure to Complete Disciplinary Action, First Violation	\$20
Failure to Complete Disciplinary Action, Additional Violations (per violation)	\$50
Improper Check Out Charge	\$200
Improper Disposal of Trash, First Violation	\$25
Improper Disposal of Trash, Additional Violations (per violation)	\$50
Landline Phone Charge (per semester)	\$60
Late Fee – Weekly Rentals	\$5
Late Fee – Monthly Rentals	\$15
Late Fee – Semester Rentals	\$30
Linen Packet Charge (“Dorm in a Box”)	\$80 - \$120
Lock Change Due to Lost Keys	\$125
Lock Out, First Violation	No Charge
Lock Out, Second Violation	\$5
Lock Out, Additional Violations (per violation)	\$10
Pet Policy Violation, First Violation (per day until pet is removed)	\$50
Pet Policy Violation, Additional Violations (per day until pet is removed)	\$100
Unauthorized Holdover Fee (per day)	\$150

University Housing Facility Rental Rates – Norse Commons		
<i>Reservation Type</i>	<i>Nonprofit Group</i>	<i>Profit Group</i>
Meeting Room (NC 140) – Full Day	\$40	\$70
Meeting Room (NC 140) – Half Day	\$25	\$35
Recreation Room (NC 118) – Full Day	\$100	\$150
Recreation Room (NC 118) – Half Day	\$50	\$75
Lobby & Misc. Rooms (NC 116) – Full Day	\$40	\$70
Lobby & Misc. Rooms (NC 116) – Half Day	\$25	\$35

University Housing Residential Leases to non-Students	
Residential Leases	\$Market Rate/month
Late Penalty	\$50/month
Pet Fee	\$200

Addendum 1 – Housing Polices, Rules, and Regulations

These policies and procedures exist in tandem with established policies and procedures of the University including, but not limited to, the Student Code of Conduct, the University Sexual Misconduct Policy, and the IT Acceptable Use Policy. When conflict exists between these regulations and those outlined by the University, the University policies will take precedence.

- I. **Abandoned Property:** (A) Abandoned and unclaimed property left in residential facilities, on breezeways, in stairwells, laundry rooms, or on the premises may be disposed of within 24 hours. Property left in residential rooms after check out periods and/or after a resident's cancellation/contract termination will be disposed of as indicated above. (B) *Storage Space:* Storage space is not available. Residents are responsible for the removal of all personal belongings. University Housing is not responsible for the residents' or other person's loss of money, valuables, or personal property.
- II. **Alcohol:** (A) In addition to federal, state, and local laws governing the use and/or possession of alcoholic beverages, the University prohibits the possession, furnishing, or use of alcoholic beverages (including beer, wine, and liquors) by all persons while in the residence halls. Residents and their guests are not permitted to appear in a public place or at activities manifestly under the influence of a controlled or other intoxicating substance. (B) The presence of empty alcoholic beverage containers and/or alcohol paraphernalia (e.g. beer bong) that could be construed as possession, consumption, or distribution of alcoholic beverages, is prohibited. (C) Violation of this regulation may result in disciplinary action, which could result in removal from the residential facilities. (D) Violations may result in legal consequences for the Resident. (E) Non-residents found in violation will be issued a no-trespassing sanction.
- III. **Appliances:** (A) All appliances must be UL approved. Safety and sanitation standards do not permit major appliances in the residence halls. Non-grounded extension cords are not permitted in any residential facility. (B) Up to six (6) additional cubic foot of refrigerator space is permitted in Woodcrest Apartments. Up to two (2) additional cubic foot of refrigerator space is permitted in all other residential facilities. (C) Stove cooking is permissible in apartment kitchens with ventilation hoods. Microwave cooking may occur in all residential rooms. Washing machines, dryers, toaster ovens, and dishwashers are NOT permitted in any residential facility. Coffee pots and George Foreman grills may only be used in the kitchens of Woodcrest Apartments.
- IV. **Bicycles:** Bicycle racks are located outside of various residential buildings. It is recommended that bicycles be removed from campus during break and vacation periods. For Norse Hall and Woodcrest Apartment residents, bicycles may be kept in one's apartment with the roommate(s)' approval. Residents of Callahan Hall may store bicycles in the area bicycle room, located on the ground floor near the laundry facility. Bicycles may not be stored in breezeways, or access ways, as this creates a fire hazard. Failure to follow this policy will be considered a violation of the fire safety policy. All bicycles abandoned for 30 days will become property of the University and will be disposed of in accordance with procedures for abandoned property.
- V. **Candles/Holiday Lights:** (A) Any open flame, including but not limited to candles that are either lit or unlit, is not permitted in the residential facilities. (B) Holiday lights are permitted in the residence halls, but may not be hung from the ceiling or from the walls within 6 inches of the ceiling. Lights or wires may not run under carpet, rugs, or mattresses. Lights may not be hung around doors (except for closet doors), in hallways, or in any way that may impede egress from an area if they should fall. All lights must be UL approved cool bulbs.
- VI. **Check In/Check Out Procedures:** Residents of University Housing will check in and check out of their Housing assignment at their area's desk, unless otherwise specified. Hall Directors will provide residents with specific instructions regarding check out dates for end of the year closing. If a resident cancels their Agreement, the resident must consult with the Hall Director of the area for special instructions.
- VII. **Cleanliness and Sanitation:** Residents are not permitted to sweep dirt, trash, or waste out of doors or throw such items from windows or balconies. Additionally, allowing dirty dishes/laundry to pile up, allowing spoiled or otherwise inedible foodstuffs to accumulate, or the creation of any unsanitary condition is prohibited. Clotheslines are not permitted on apartment balconies. University Housing staff will complete room safety

checks throughout the year and Residents who are found responsible for unsanitary room conditions will be asked to remedy the situation. If a Resident does not comply, they will be referred to the student conduct process.

- VIII. **Complicity:** A student shall not, through act or omission, assist another student, individual, or group in committing or attempting to commit a violation of University Housing policies. A student who has knowledge of another committing or attempting to commit a violation of the Code of Conduct or University Housing policies is required to remove themselves from the situation. Failure to do so when reasonable under the circumstances may be regarded as a violation of this policy.
- IX. **Computers:** Computer labs are available for Residents of University Housing. Computer labs are available in University Suites and Callahan Hall. For more information regarding computer usage and IT policies, please reference <https://it.nku.edu/>.
- X. **Defenestration:** Entry and/or exit through a residence hall or apartment window is prohibited. Throwing or dropping objects out of a window or from a breezeway is also prohibited and may result in disciplinary action.
- XI. **Disability Services:** Handicapped accessible rooms and rooms with modified facilities are available for students with documented needs. Students with special needs must register with the Office of Disability Programs and Services. The Office of Disability Programs and Services will collaborate with the Office of University Housing to arrange reasonable accommodations for students requiring such accommodations. To register with, or for more information regarding, the Office of Disability Programs and Services, please reference <https://disability.nku.edu/>.
- XII. **Disorderly Behavior:** (A) Residents are not to engage in any behavior that, by reasonable community standards, would be considered lewd, indecent, obscene, disorderly, harmful, or potentially harmful to self or others. (B) This type of behavior, as well as practical jokes and/or pranks, often leads to injuries, damage of personal or University property, and/or confrontations that may become violent. Therefore, any student involved in this misconduct will be subject to disciplinary action and possible dismissal from the residence halls or apartments. (C) The University reserves the right to remove a resident from a residence hall or apartment who, over a period of time, indicates that they are not willing to abide by or adjust to residential policy and procedure. If a violation occurs, the alleged violator may be arrested and go through the appropriate criminal justice proceedings, in addition to administrative sanctions placed by the University.
- XIII. **Disregarding Reasonable Directives:** University Housing Residents are not to disregard the reasonable directive, verbal or written, of any University official, University Police officer, or member of University Housing staff. Residents are not to obstruct emergency personnel, University officials, University Police officers, or members of University Housing staff as they conduct their assigned duties.
- XIV. **Disrupting University Housing Functions:** Conduct which, by itself or in conjunction with the conduct of others, disrupts or impairs the performance of normal University Housing functions is prohibited.
- XV. **Drugs:** (A) Use, possession, or distribution of illegal drugs as defined by local, state, and federal laws, and not prescribed by a properly certified and licensed medical practitioner is prohibited on University-owned or controlled property. (B) The possession of drug paraphernalia is also prohibited under law and University policy. Drug paraphernalia includes all equipment, products, and material of any kind that could be reasonably construed to facilitate, or intended or designed to facilitate, violations of law. (C) The offender is subject to disciplinary action, including dismissal from University Housing and possible suspension from the University. If, in fact, a violation of law occurs on campus, the alleged violator will be arrested and go through the appropriate criminal justice proceedings.

- XVI. **Earthquake:** In the event of an earthquake, Resident should take the following steps: (1) If Resident is indoors, stay indoors. Get under a desk or table or stand in a doorway or corner. Stay clear of windows, bookcases, cabinets, and mirrors until shaking ceases. (2) If Resident is outdoors, stay outdoors. Get into the open, away from buildings, trees, walls, and power lines.
- XVII. **Emergencies:** For any type of medical emergency, Resident should immediately contact the University Police department at (859) 572-7777 or 911. Outside of life-threatening emergencies, Resident can contact the University Housing staff members on-call.
- XVIII. **Emergency Exit Doors:** Emergency exit doors are to be used to exit the residential facilities during emergencies only. If Residents exit these doors in non-emergency situations, this act is considered a violation of Fire Safety policy and disciplinary action may be taken.
- XIX. **Evacuations:** Failure to comply with residential facility guidelines whenever a fire or severe weather alarm sounds is strictly prohibited. All Residents must immediately vacate a residential facility upon the onset of an alarm indicating such evacuation.
- XX. **Falsifying Emergencies:** The intentional false report of, or the intentional failure to report a bomb, incendiary device, fire, weapon, or other emergency in a residential facility or on University property is strictly prohibited. This includes misuse of fire pull stations and the intentional activation of smoke alarms or fire sprinklers. If a violation occurs, the alleged violator may be arrested and go through normal criminal justice proceedings.
- XXI. **Fire:** (A) When a fire alarm is activated, Residents must evacuate the building as quickly as possible. Re-entry is not permitted until permission is given by authorized University staff including, but not limited to, University Police, Safety and Emergency Management, Operations & Maintenance, University Housing, or other designated staff. (B) Failure to evacuate is a violation of University policy.
- XXII. **Fire Safety:** (A) Sprinkler systems, smoke detectors, and fire alarms are provided in the residential facilities as specified by fire safety codes. Since the equipment is for safety of the residents, any abuse or misuse of it, either directly or indirectly, will be dealt with accordingly. (B) Intentionally causing a fire or fire hazard and unauthorized alteration, misuse or abuse of fire equipment endangers the entire community. Residents who abuse these items may not only face University disciplinary actions, but may also be subject to arrest. Abuse of fire safety equipment includes, but is not limited to, damage to smoke detectors, damage to exit signs, propping open fire doors, and/or damage to fire hose pipes. Additionally, failure to evacuate during a fire alarm is a violation of this policy. (C) Residents are not to tamper with, or obstruct, fire alarms, smoke detectors, or sprinklers in rooms. If a Resident suspects fire safety equipment to be faulty, or if incidental damage to fire equipment occurs, they should immediately report their concerns to the Office of University Housing for rectification. (D) The following non-exclusive list of items are prohibited in residential facilities, due to a significant risk of fire: high wattage electrical appliances (e.g. space heaters, heat lamps, open coil electrical devices); musical instrument amplifiers; candles; incense/aromatic herb burners; any device using halogen bulbs; toasters; hot plates; and/or tanning lamps. (E) Students are not permitted to bring or construct lofts in residential facilities, except as offered through the University Housing website. (F) Extension cords are not permitted in any residential facility. Power strips with built in breakers are allowed.
- XXIII. **Fraudulent Application or Eligibility:** If there is any reason to believe that a person or resident has fraudulently gained access to, or is no longer eligible for housing, the resident of the unit will be contacted to review the matter. If it is verified that the individual is fraudulently living in the unit, or the resident fails to respond to the inquiry, eviction procedures may begin immediately.
- XXIV. **Furnishings:** (A) Furnishings and fixtures belonging to the University are not to be moved out of the unit. (B) Common Area Furniture- All public areas of the Residential Village and East Village have furniture for your comfort. Furniture in these areas should not be moved from their designated space. Moving furniture from its location is prohibited and University Housing staff are authorized to require the return of furniture to its proper

location. (C) Room Furniture- Furniture found in residential living spaces may be arranged by Residents, given that the following conditions are met: (1) Furniture must rest on the floor and may not be suspended, stacked, or placed on supports; (2) Furniture may not be moved from one room to another or exchanged between rooms; (3) Extra furniture resulting from a vacancy may not be removed from a room; (4) Additional furniture may not be added to rooms in Kentucky or Commonwealth Halls due to fire safety regulations and space restrictions. A limited amount of additional furniture may be added to apartment units or University Suites. (D) Violation of these guidelines is considered unauthorized use of property.

- XXV. **Games of Chance:** Gambling and games of chance are prohibited in University Housing. Violation of this policy is considered a violation of federal, state, and municipal law.
- XXVI. **Harassment:** Any behavior that creates an intimidating, hostile, or offensive environment or unreasonably interferes with the educational or work performance of any individual at any time is prohibited. Harassment can be verbal, nonverbal, physical or written, and includes the use of technology such as the telephone, voicemail, answering machine, email, or other electronic communication media.
- XXVII. **Health & Safety Checks:** Residents are responsible for maintaining rooms in a reasonably neat and clean condition. Monthly health and safety checks will be conducted by staff of University Housing. The inspection ensures safe and sanitary conditions in residential rooms and the maintenance of residence hall policies. If necessary, damage charges may be assessed for documented issues. If a residential room contains conditions that need to be corrected, staff will provide resident with notice of corrections to be made and will re-inspect the room within three business days. If the corrections have not been made, the Resident(s) assigned to the space may be subject to disciplinary action. Any prohibited items found during these inspections will be immediately confiscated.
- XXVIII. **Keys/NKU All-Card:** (A) If a Resident gets locked out of their space, they must contact a University Housing staff member and show a picture identification in order to re-gain access to their space, consistent with procedures established by University Housing. (B) Residents are prohibited from possessing residential facility keys and/or All-Cards that have not been issued in that Resident's name. Residents are prohibited from lending residential facility keys or their assigned All-Card to any other person. Residents found responsible for giving their residential facility keys or their assigned All-Card to another person shall be referred to the student conduct process.
- XXIX. **Lockout Policy:** (A) When residents become locked out of their room, regardless of the reason, they should take immediate action to regain access to their room and notify the proper University Housing staff member. If the floor or area staff member is temporarily unavailable, the resident should next contact their respective desk in order for the desk staff to contact the RA on duty. The RA on Duty should respond with due diligence. (B) The Resident will be required to fill out a lock-out form. (C) The first lock-out is free of charge. Subsequent lock-outs will be subject to fines as outlined under Fees in this document. (D) While we provide lockout services, all residents are responsible for having their keys at all times and they should remain patient with staff. (E) After three lock-out incidents, disciplinary action may be taken and door locks may be changed at the Resident's expense.
- XXX. **Lost Keys:** If a Resident's keys are lost, the Resident should notify University Housing immediately. Locks will be changed, consistent with University Housing policy, to ensure personal and property safety. The Resident shall be billed for all charges, as stipulated in the Schedule of Fees.
- XXXI. **Mail Services:** Mail service and package pick-up is available for Residents at each area's desk. Daily incoming mail will be delivered to residents' mailboxes Monday through Saturday (excluding Federal holidays). Area desk schedules will be posted for residents to pick up packages. Residents must present photo identification to retrieve a package.

- XXXII. **Meal Plan/Board Plan Changes:** Residents may change meal plans up to, and including, the first two weeks of each academic semester. For more information regarding meal plan options and meal plan rates, please reference <https://www.dineoncampus.com/nku/>.
- XXXIII. **Parking:** All vehicles parked on University property are subject to the regulations as stated in the Traffic and Parking Regulations Handbook. Please reference the Office of Parking Services for more information at <https://parking.nku.edu/>.
- XXXIV. **Pets:** (A) Pets are NOT permitted, except for fish in tanks no larger than 10 gallons. Residents living in residence hall rooms or apartments should not feed or otherwise encourage stray animals to frequent the area. Any resident wishing to register a complaint regarding the keeping of an illegal animal should not hesitate to contact their designated University Housing staff member. Residents who violate the Pet Policy will be assessed charges for maintenance/repair of the unit, as outlined under the Schedule of Fees. (B) The following maintenance/repairs may be made to a unit which has violated the Pet Policy: walls for the entire unit will be washed and/or the unit will be painted; Carpet will be cleaned; Entire unit will be treated for fleas, including bombing (damage fees for flea treatment will be assessed at the time of service and will include labor and materials). (C) Additional damage fees may be added for damage caused to furniture or carpet requiring replacement or additional cleaning beyond methods described above. (D) Damage fees may be assessed at any time during the academic term. Repairs and maintenance will be conducted when the Resident has vacated the unit. Residents who refuse to remove the animal(s) in question may have their Agreement terminated by the University.
- XXXV. **Physical Assault/Harm:** Residents are not to engage in any behavior which inflicts, or is intended to inflict, bodily harm upon any person, including taking reckless action which results in harm to another person or self.
- XXXVI. **Quiet Hours:** (A) The residence halls and apartments are communities. A reasonably quiet ambiance is required to create an atmosphere conducive to academic success. Excessive noise or disruptive conduct is not permitted at any time (including, but not limited to, music being played out of windows, slamming doors, loud yelling in public areas, etc.) Quiet hours have, therefore, been set for all residential facilities. (B) Quiet hours for the residential areas are Sunday through Thursday, 10:00 PM to 8:00 AM, and Friday and Saturday, 12:00 AM (midnight) to 8:00 AM. These hours include areas outside the buildings, in lobbies and lounge areas, and in rooms/apartments. (C) Residents are expected to respect the rights of others at all times. Noise in any room with the door closed should not excessively infringe upon the living conditions of adjacent rooms. (D) Beginning the Friday before and during finals week of any semester, 24-hour quiet hours are in effect throughout the residential areas. Pursuant to this policy, Residents are required to leave or check out of their space within 24-hours of their last final exam.
- XXXVII. **Residential Network Access:** (A) All computers and computing devices attempting to use the NKU Network(s) must have approved anti-virus software installed, be kept up-to-date, and should be scheduled to run scans at regular intervals. For information regarding free anti-virus software and times for using anti-virus software tools, see the IT anti-virus guidelines. (B) Staff from University Housing and the Office of Information Technology reserve the right to discontinue network access without prior notice to students whose continued network usage presents a clear and present danger to the integrity of the network or other users. (C) Students must follow all federal, state, and local laws related to the use of copyrighted works. If a student is not sure whether a certain work is under copyright, it should be assumed that it is. Ignorance of copyright laws does not provide a safe haven for infringers. Residents that utilize the campus network for downloading or sharing copyrighted files risk losing network access and/or potential prosecution from the copyright owners.
- XXXVIII. **Room Changes:** (A) Residents who desire a change of room or hall must submit a room change request in order to be considered. The ability to relocate is based on space limitations and an educational philosophy that residents have tried in good faith to solve any differences. In order to be considered for a room change during the academic year, residents must meet with their Hall Director. (B) Residents are prohibited from residing in a residence hall or apartment room that is not their assigned space. Room changes are only permitted with the

permission of University Housing.

- XXXIX. **Room Damage:** (A) Decorations should be hung using adhesives that do not damage paint or wall surfaces. Double-faced tape, adhesive tape, and masking tape are prohibited. Painting of rooms, adding or removing locks, or altering any part of the building or building equipment is specifically prohibited. Nailing, boring, or screwing into walls or woodwork is prohibited. Curtains may be hung with tension rods only. Contact paper or wallpaper (including borders) are not permitted on any surface of an apartment or residence hall. All shelf and drawer paper must be completely removed when a space is vacated. (B) Any damage occurring to a room due to resident behavior, negligence, misuse, or accident can result in fines and/or fees charged to the Resident(s). Students have the opportunity to appeal damage charges/fees by contacting the Associate Director of Housing Operations within ten business days of billing notification. Resident relinquishes their right of appeal after ten business days. Routine damage from normal wear and tear may occur. Resident(s) should report such damage as soon as possible for repair.
- XL. **Sexual Misconduct:** Residents are prohibited from engaging in conduct that violates the University's policy on Sexual Misconduct. For details of the Sexual Misconduct policy for the University, please reference <https://inside.nku.edu/titleix/sexual-misconduct-policy.html>.
- XLI. **Smoking and Tobacco Free Campus:** All of the University's campus, including residence halls, are smoke and tobacco free. Tobacco use at all University owned, operated, and leased properties is prohibited. Tobacco products are, therefore, prohibited in all interior/exterior building spaces, outside ground areas, walkways and parking structures, indoor/outdoor athletic facilities, and vehicles. Prohibited products include, but are not limited to, cigarettes, cigars, pipes, hookah-smoked products, and oral tobacco, such as spit/spitless, smokeless, chew, and snuff products. Products that contain tobacco flavoring or simulate tobacco use, such as electronic cigarettes, are also prohibited. This policy is strictly enforced. Violators are subject to fines and/or judicial sanctions.
- XLII. **Solicitation:** Solicitation of products and services are prohibited for residents, guests, and visitors of University Housing. Students may not conduct any private business operations from their University residence.
- XLIII. **Threatening Behavior:** Threatening behavior constitutes any statement, communication, conduct, or gesture, including those in written form, directed toward any member of the University community, that causes a reasonable apprehension of physical harm to a person or property. A student can be guilty of threatening behavior even if the person who is the object of the threat does not observe or receive it, so long as a reasonable person would interpret the maker's statement, communication, conduct, or gesture as a serious expression of intent to physically harm.
- XLIV. **Tornado/Severe Weather:** In the event of a tornado or severe weather, Resident should stay away from windows and take shelter in the nearest bathroom or interior stairwell.
- XLV. **Trash Disposal:** Residents are responsible for removing one's own trash and placing it in the area's dumpster, rather than in common area trash cans. Trash should not be placed outside of any dumpster. Trash is prohibited from being stored temporarily in stairwells or in breezeways for any time frame. Garbage belonging to a Resident, found in hallways, stairwells, breezeways, or restrooms may be returned to the Resident for proper disposal. Disciplinary action may be taken for repeated offenses.
- XLVI. **Unauthorized Entry:** Forced or unauthorized entry into any residential facility, wing, room, or apartment is prohibited. If a violation occurs, the alleged violator may be arrest and will be subject to legal action.
- XLVII. **Vandalism:** Willful and/or malicious action that results in damage to property is prohibited. This includes damage to personal property, damage to University property or facilities, and unreported accidental damages. When those responsible for vandalism are unable to be identified, community billing may be assessed.

XLVIII. Visitation: (A) No Resident is permitted to have a guest in their room over the objection of a roommate. No Resident shall be denied access to their room at any time or be placed under undue hardship by the presence of a visitor. (B) Visitors should use the toilet facility designated for their gender or a single use restroom as provided in any residential facility. At no time may visitors use shower facilities designated for the opposite gender in shared shower spaces (Kentucky Hall, Commonwealth Hall, Callahan Hall), or without the consent of roommates in areas with private shower facilities. (C) Guests (occasional visitors) are not to abuse visitation privileges by residing in the residence halls or apartments. The Office of University Housing reserves the right to distinguish between a visiting guest and actual residency. Flagrant violations of the visitation guidelines could result in the cancellation of visitation privileges, cancellation of Agreement, or other disciplinary action. (D) All visitors and overnight guests are guests of the Resident(s) they are visiting. They may only stay as long as they observe procedures, policies, and regulations established by the residents, the staff, and the University. (E) Any guest must be 18 years of age or older, or a University student. Guests must be escorted by the Resident at all times while present in the residential facility. (F) Residents will be permitted 24-hour guest visitation, to allow students the flexibility to visit each other's rooms. However, this does not permit or condone cohabitation. Overnight guests are only permitted with the roommate(s)' approval. No guest may be an overnight guest for more than two consecutive nights or for more than ten total nights during the academic year. (G) The Resident is wholly responsible for the behavior of the guest during their stay. (H) Residents wishing to have a guest use a roommate's bed must first obtain permission for the use of the bed from said roommate. Temporary absence of the roommate does not constitute availability for use of the roommate's bed by the Resident or their guest.

XLIX. Weapons and Firearms: Possession or use of any type of firearm, ammunition, explosive device (including fireworks), or other weapon in residential facilities, surrounding areas, or on University-owned property is strictly prohibited. Weapons include, but are not limited to, martial arts weapons, knives (other than reasonable cooking utensils), bows and arrows, air guns, rifles, shotguns, and BB guns (e.g., Airsoft gun). If a violation occurs, the alleged violator may be arrested and go through the appropriate criminal justice procedure. Sanctions up to, and including, eviction are typical with weapons/firearms violations.