
HOUSING/DINING AGREEMENT TERMS & CONDITIONS 2022-2023

1. **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.

2. **Eligibility:** (A) Any person who has been admitted or will be enrolled as a student with a minimum of (6) credit hours 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.

3. **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 University Housing office. (B) 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 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.

4. **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.

5. **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 18, 2022 through Saturday, May 6, 2023 at 12:00pm. (C) Individuals needing to reside past the period of agreement dates for graduation or extenuating circumstances must discuss potential arrangements with the Residence Life Coordinators of the individual's area and receive permission in writing from University Housing. (D) Individuals needing to arrive earlier than the official opening date must discuss potential arrangements with the University Housing office and must receive permission in writing from University Housing.

6. **Residency Requirement:** All first-year students who live outside of the following counties and do not live with their parent or legal guardian 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 6 credit hours (part-time

status); or who are attending the University distributed learning center and/or satellite campus are also exempt from this residency requirement. The full Housing first-year residency requirement can be read on the Housing website (<https://housing.nku.edu/>) and on the NKU University policy website (<https://inside.nku.edu/policy/policies/azlisting.html>).

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	Adams, Brown, Butler, Clermont, Hamilton, and Warren counties

7. **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. (2) The Resident agrees that any deviation from the established schedule of 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.
8. **Cancellations:** (A) To avoid additional cancellation charges, written notice of cancellation must be made to University Housing through the established contract cancellation form located in the housing portal - visit the University Housing website (<https://housing.nku.edu/>). (B) A Resident who is denied admission to the University will receive a full credit of housing and dining fees paid if the notice of cancellation is received prior to the first day of classes. (C) If a Resident from the waiting list is offered a room assignment and the Resident refuses that room the Resident is cancelled from the waiting list. (D) Depending on the date of cancellation, Resident will be responsible for an associated percentage of semester housing fees, as detailed below. (E) A resident shall have 72 hours from the time of room assignment to cancel their Housing contract without penalty regardless of the stated cancellation charges in the schedule below. After 72 hours, the cancellation charges outlined in the schedule below come into effect. (F) Exceptions to the Cancellation Charge will only be made for: marriage, graduation, 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.

ROOM CANCELLATION CHARGES, 2021-2022		
Cancellation Date	Resident Financial Responsibility	Meal Plan Credit
Academic year cancellations prior to June 1, 2022	Resident is responsible for zero percent of the semester housing charges	
Academic year cancellations between June 1, 2022 and June 30, 2022	Resident is responsible for 25% of fall semester housing charges	
Academic year cancellations between July 1, 2022 and July 31, 2022	Resident is responsible for 50% of fall semester housing charges	

Academic year cancellations between August 1, 2022 and August 17, 2022	Resident is responsible for 75% of fall semester housing charges	
Academic year cancellations between August 18, 2022 and September 30, 2022	Resident is responsible for 100% of fall semester housing charges AND 25% of spring semester housing charges	Resident will receive prorated meal plan credit through November 1
Academic year cancellations between October 1, 2022 and October 31, 2022	Resident is responsible for 100% of fall semester housing charges AND 50% of spring semester housing charges	Resident will receive prorated meal plan credit through November 1
Academic year cancellations between November 1, 2022 and January 7, 2023	Resident is responsible for 100% of fall semester housing fees AND 75% of spring semester housing charges	Resident will receive prorated meal plan credit through November 1
Spring semester cancellations beginning January 8, 2023	Resident is responsible for 100% of spring semester housing charges	Resident will receive prorated meal plan credit through March 1

9. **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 or official withdrawal if applicable. (C) 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. (D) 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. (E) 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 ten (10) days after cancellation of the housing agreement or expiration of the Agreement. After 10 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. (F) If resident requests abandoned properties be sent to them via established postal service, the resident shall bear all associated costs of packaging and mailing of items. (G) Residents who do not officially check out by dates established by University Housing (e.g. Terms & Conditions, room change approval dates, consolidation dates, etc.), may be subject to Holdover and/or Improper Checkout charges.

10. **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 based on 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 specific 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 FLEX 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 follows 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.

11. 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 Residential Community to another in an attempt to achieve a more effective or efficient Residential Community 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. If the agreement is cancelled or terminated due to disciplinary reasons, the Resident will be financially responsible for the full terms of the contract. (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. 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.

12. 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 Section 20 concerning liabilities). (C) Residents shall 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 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.

13. 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).

14. 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 Housing Policies, Rules, and Regulations section 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 the Housing Policies, Rules, and Regulations section, 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 student will be responsible for the full terms of the contract. (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 in contravention of established University policy and procedure or in violation of local or state laws. (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, hoverboards, 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 and emotional support animals), 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 Student Accessibility as part of an accommodation approval. Weightlifting 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.

15. Food Service: (A) All Residents must have a meal plan with on-campus dining during their stay in residential housing except residents occupying a room with a full kitchen. (B) Dining Service Opening and Closing Dates: During official University closure period's 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, Winter 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. (C) 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. (D) 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. (E) Remaining fall semester flex dollars roll over to the Resident's spring semester residential meal plan. Fall semester flex dollars do not rollover if Resident cancels housing and/or residential meal plan for the spring semester. Unused flex dollars expire at the end of the spring semester. (F) Resident may request a value meal plan if they are able to demonstrate financial need. To request a value meal plan, resident should email housing@nku.edu for further instructions and information. (G) Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University or Housing, set forth in Section 21 of this Agreement, Dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns. Modification of dining parameters does not constitute a termination or modification of the residential student's housing or dining contract.

16. 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.

17. 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.

18. 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.

19. 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 to personal property.

20. Public Health Informed Policies: The University aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of a communicable disease within our community. As a resident in housing, pandemic communicable diseases may impact your housing experience. In the face of a pandemic disease, Housing and the University will make health-informed decisions in the best interest of the health and safety of students, staff, faculty, administrators, and the University. (A) We expect that all members of the Housing community – residents, staff, and visitors – act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within Housing, and the University may request or require a resident to leave Housing if their continued presence in the Housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations, and health and safety guidance adopted by the University or Housing as it relates to emergent public health crises. This guidance may evolve as a public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a facial covering, diagnostic and surveillance testing (including before arrival to campus, upon arrival to campus, or after arrival to campus), contact tracing, disinfection protocols, limitations / prohibition on guests into residence halls, and quarantine / isolation requirements (including before arrival to campus, upon arrival to campus, or after arrival to campus). Adherence to health and safety requirements applies to all residents, staff, and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, and other common or shared spaces in the residential communities. (B) At any time, the University may request or require a resident to leave Housing when that resident's continued presence in the Housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Housing to leave their assigned space due to public health emergencies and failure to do so is a violation of the Housing/Dining Agreement Terms & Conditions and may subject a resident to emergency removal from their assigned space. As needed, residents may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements in the event a resident is assigned to quarantine or isolation. Removal or relocation from Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract. (C) Residential students are required to comply with any mitigation efforts needed on campus due to public health emergencies, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination or modification of a residential student's housing contract. In the event Housing must relocate students as part of a mitigation strategy due to public health concerns for an extended period of time and alternative housing is not available, the University will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time. (D) Housing will modify its cleaning protocols, or implement more stringent cleaning protocols, to address public health emergencies in the interest of minimizing the spread of disease. Housing will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of communicable diseases within residence halls and communities. (E) Upon reasonable notice, Housing reserves the right to terminate housing contracts due to public health emergency needs. In the event Housing terminates housing contracts due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

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