



# UNIVERSITY HOUSING CONTRACT 2023-2024 NORTHERN KENTUCKY UNIVERSITY

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**Definitions:** As used herein, the term:

- a. "Academic Year" means August 17, 2023 or the date you move in (whichever is earlier), through May 4, 2023.
- b. "Fall Semester" means August 17, 2023 or the date you move in (whichever is earlier), through December 16, 2023.
- c. "Winter Semester" means December 16, 2023 or the date you move-in (whichever is earlier, through January 8, 2024.
- d. "Spring Semester" means January 8, 2024 or the date you move in (whichever is earlier), through May 4, 2024.

All Northern Kentucky University First Year Students are required to live on-campus per the First-Year Residency requirement and secure a housing assignment upon admittance to the Northern Kentucky University. Upper-class (non-first-time freshmen), students admitted to NKU Online (upper-class and FYS), and Graduate students may apply for Housing; however, space is not guaranteed.

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

### FIRST YEAR RESIDENCY REQUIREMENT

All first-year students who live outside of the exempt area 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 a University distributed learning center 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>.)

### TERMS AND CONDITIONS

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

During the winter break period, students living in **Norse Hall, Callahan Hall, and University Suites** will be allowed to stay on-campus during the winter break period. Students living in Norse Hall and University Suites will be required to pay an additional fee for staying on campus during the winter break period. Winter Break fees will be assessed for students staying on-campus during the winter break time period. Winter Break fees are still being determined and are subject to approval by the NKU Board of Regents. All other students will need to vacate their residence hall space and make alternate arrangements during the Winter 2023 break period.

All on-campus residential students are required to carry a meal plan regardless of their assigned residence hall. Only if a student is released from their Housing Contract will the student's meal plan be cancelled or financial adjustments made. Once the deadline for financial adjustments has passed (see the 2023-2024 Schedule of Charges and Deadlines available online and incorporated by reference in this Housing Contract Agreement), no room or meal plan adjustments will be made. Meal plan changes will only be processed during the meal plan change period at the start of each semester. University Housing highly recommends that you purchase renters' insurance that covers theft, damage and personal liability.

### TERM OF THE AGREEMENT

The terms of the Housing Contract begin when a student is admitted to Northern Kentucky University and continues until the residence halls close at the end of the spring semester; unless cancelled by NKU or the student prior to check-in, cancelled by breach, termination by University Housing in accordance with this Housing Contract or by an approved Housing Contract Cancellation after check-in (see Schedule of Charges and Deadlines for valid reasons for Housing Contract Cancellation). Exceptions or changes to this Housing Contract are not valid unless the Director of University Housing or their designee has confirmed them in writing.

### ROOM CANCELLATION CHARGES, 2023-2024

Cancellation Date	Resident Financial Responsibility	Meal Plan Credit
Academic year cancellations prior to May 31, 2023		
Academic year cancellations between June 1, 2023 and June 30, 2023	Resident is responsible for 25% of fall semester housing fees	
Academic year cancellations between July 1, 2023 and July 31, 2023	Resident is responsible for 50% of fall semester housing fees	
Academic year cancellations between August 1, 2023 and August 17, 2023	Resident is responsible for 75% of fall semester housing fees	
Academic year cancellations between August 23, 2023 and October 31, 2023	Resident is responsible for 100% of fall semester housing fees	Resident will receive prorated meal plan credit through November 1
Academic year cancellations between November 1, 2023 and October 31, 2023	Resident is responsible for 100% of fall semester housing fees <b>AND</b> 25% of spring semester housing fees (if enrolled for spring semester classes)	Resident will receive prorated meal plan credit through November 1
Academic year cancellations between December 1, 2023 and January 1, 2024	Resident is responsible for 100% of fall semester housing fees <b>AND</b> 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 1, 2024 to January 7, 2024	Resident is responsible for 75% of spring semester housing fees	Resident will receive prorated meal plan credit through March 1
Spring semester cancellations January 8, 2024 and there after	Resident is responsible for 100% of spring semester housing fees	Resident will receive prorated meal plan credit through March 1 for cancellations prior to March 1

**THE STUDENT AGREES TO:**

<p>1. Know, observe and comply with the terms and conditions of this Housing Contract, all federal and state laws, all NKU policies and regulations governing student conduct including the NKU Student Code of Conduct and University Housing Policies and Procedures, and the NKU Technology Policies</p>	<p>2. Review and abide by the Schedule of Charges and Deadlines and Payment for all fees, living, and dining charges, and any other additional for the applicable period.</p>
<p>3. Notify university Housing in writing of non-attendance to NKU by the required deadlines; notification to other departments within the university does not constitute proper notification. Additional fees may apply for late submission of notice of non-attendance or cancellation notice as set in the Schedule of Charges and deadlines.</p>	<p>4. Agree that NKU is not liable for loss, theft, or damaged personal property. NKU does not offer insurance for personal property. The student may privately obtain or purchase GradGuard insurance coverage for personal or commercial purposes including attempting to solicit resident's property, if desired.</p>
<p>5. Maintain the assigned space in a safe manner and in good condition for the entire term of the Housing Contract. Room furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's room. It is the student's responsibility to restore the room to its original condition prior to checkout.</p>	<p>6. Make appropriate arrangement for any necessary personal attendant, vested service animal or emotional animal prior to the beginning of each academic term, if required due to a student's disability. The student has the sole financial responsibility for their own personal care attendant. Emotional support animals will be approved on a case-by-case basis by the Office of Student Accessibility. Service and emotional support animals will need to have up-to-date vaccination records to be retained by housing staff.</p>
<p>7. Move to a different room if required by University Housing staff for behavioral, safety, health or other administrative purposes</p>	<p>8. Not sell, sublease, or assign the room to anyone at any time.</p>
<p>9. Not move out of the residence hall without obtaining an approved Housing Contract Cancellation approval and officially completing the check-out process. A student vacating their assigned space will be responsible for the financial commitments of the entire Housing Contract, including the portion remaining after the student vacates the room.</p>	<p>10. Ensure that the Student's room or suite shall not be used for other commercial purposes. The use of University Housing facilities and/or property for commercial activities by residents, individuals, or University organizations is prohibited.</p>
<p>11. Under the conditions of the Family Educational Rights and Privacy Act (FERPA), resident's housing records are held private except to those with an educational need to know or to which the resident has specifically released housing records by filling out a FERPA Records Release form in the University Housing office. Resident gives permission to University Housing to use any photographic image taken of resident while resident is in any public spaces, grounds, offices, or any University sponsored events without payment or other compensation. Resident releases all claim to audio and video recordings or photographs and assigns all rights to these images or recordings to the University. Resident hereby waives any right to inspect or approve such use.</p>	<p>12. In the event of an unforeseeable cause beyond the control of the University, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, pandemic or epidemic, and other unforeseeable accidents or events, University reserves the right to maintain the safety of the housing facilities, including but not limited to temporarily or permanently removing resident from on-campus housing. If the housing facilities and/or all or part of the housing facility is closed due to an emergency or natural disaster or pandemic or epidemic, the University may suspend or terminate the Agreement without prior notice. If a housing is closed pursuant to this paragraph, the University will use their best efforts to provide resident with alternative housing, when possible. Further, although not obligated to do so, the University will use its best efforts to rebuild or replace the affected housing facility.</p>
<p>13. 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. 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 facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement or participation by resident or any of their guests in any event sponsored by University), unless such injury is caused by the negligence or intentional conduct of University or its agents. Resident hereby releases and forever discharges and holds harmless the University and its 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 tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the housing facility. This release will be binding upon the resident.</p>	

## GENERAL PROVISIONS

1. NKU staff or other designated agents necessary to the operation of the residence halls may be authorized by the Director of University Housing to enter a student's room at any time to verify inventory records or occupancy, perform maintenance, perform security investigations under the [NKU Information Technology Acceptable Use Policy](#)
2. University Housing reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or other administrative reasons.
3. University Housing reserves the right to terminate this Housing Contract by written notice with due process if a student fails to comply with any terms and conditions of this Housing Contract Agreement.
4. The NKU Board of Regents, NKU, and/or designated facility management companies reserve the right to change room rates and other charges and fees if circumstances require adjustments.
5. University Housing may immediately terminate this Housing Contract Agreement for any purpose including but not limited to
  - Behaviors that disrupt the residential community or the educational environment, including but not limited to:
  - Safety and security of community to include harming or threatening to harm oneself or others
  - Use, misuse, and/or possession of alcohol and/or other drugs
  - Outstanding account balances owed for student housing fees
6. In the event the University suggests, encourages, or requires students to vacate the residence halls on the advisement, recommendation or requirement of federal, state and/or local authorities, the University may establish Housing Contract requirements and processes in response to such circumstances. The University will determine the amount, if any, of housing and meal plan adjustments, credits, or refunds. The University may also extend the deadline for such adjustments, credits, or refunds beyond the normally established deadline.

## NKU VACCINE POLICY

**NKU does not require any immunizations, or proof of immunizations, for admission to the University.** However, the Health, Counseling & Student Wellness staff, along with the American College Health Association, strongly recommend that all incoming students, especially those living in campus housing, are up-to-date on all routine immunizations. It is also recommended that students submit their immunization records to the Health Center to be kept on their electronic health file in the event of an infectious disease outbreak; there may be an immediate need to access the student's immunization records.

## COVID – 19 IMPACT

NKU continues to work closely with the University Health, Counseling & Student Wellness staff, the Board of Regents, and local and state public health officials to monitor COVID-19. NKU cannot guarantee that you will not become exposed to or infected with COVID-19 while living in on-campus facilities. Further, living on campus could elevate the risk of contracting any contagious illness simply to the dense populations of the residence halls. The top priority in these uncertain times remains the health, safety and well-being all members of our campus community. University Housing will not financially release or cancel a students' housing assignment as a result of any COVID-19 related reasons.

Students who live on campus are encouraged to:

- Get vaccinated; unvaccinated individuals are strongly encouraged to continue social distancing from others (when possible) and wear a face covering while inside campus facilities
- Remain diligent in following the latest Centers for Disease Control (CDC) and Kentucky Department of Health (KYDPH) health and safety protocols
- Practice good hand hygiene by either washing hands often with soap and water for at least 20 seconds or by using alcohol-based hand sanitizer which contains at least 60% alcohol
- Avoid close contact with people who are sick
- Stay home when feeling sick and contact the University Health, Counseling & Student Wellness center regarding symptoms
- Report COVID-like symptoms and exposure through Healthy@NKU in their myNKU dashboard

**I acknowledge the contagious nature of COVID-19 and the risk of possible exposure by living on campus. I further acknowledge that the risk of becoming exposed to or infected by COVID-19 in the residence halls may result from actions, omissions or negligence of myself and others.**

## ROOM KEY

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

## MAILBOX SERVICES AGREEMENT

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

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