

2023-2024 University Housing Agreement Terms and Conditions

This Undergraduate Student Housing Agreement (“Agreement”) is between North Park University, hereafter referred to as “University” and the student whose signature appears on the Agreement (or parent(s) or legal guardian(s) if the student is under the age of 18), and hereafter referred to as “student”.

The University maintains three residence halls, Anderson, Burgh, and Ohlson House (“Residence Halls”) as well as Park North, Sawyer Court, apartments and houses on or near the campus (“Campus Houses and Apartments”, and together with Residence Halls, “Campus Housing”.)

1. **Campus Housing Requirement:** All first/freshman (less than 30 credits), second/sophomore (less than 60 credits), and third/junior (less than 90 credits) year students are required to live in Campus Housing (“Campus Housing Requirement”).

NOTE: First and second year students (less than 60 credits) are not eligible to live in Campus Houses and Apartments as well as Park North and Sawyer Court. They are assigned to Residence Halls.

2. **Exceptions to the Campus Housing Requirement:** Exceptions apply to commuter students, defined as those
 - a) Students commuting from a primary residence where they live with their parent(s) or guardian(s); not more than 30 miles from the campus.
 - b) Students registered for fewer than 12 credit hours.
 - c) Students having 90+ credits.
 - d) Students who are 21 years of age prior to -August 1 of the academic year.

NOTE: Students seeking an exception from the Campus Housing Requirement are required to complete a Commuter Application. The Director of Residence Life and Housing, in consultation with the Dean of Students, will make the final determination of Commuter status.

3. **Non-Compliance with the Campus Housing Requirement:** Any student found to be in violation of the Campus Housing Requirement will be assessed a **\$1,125** non-compliance fee for each semester that they are non-compliant. In addition, financial aid may be reduced by living off campus. (Students should consult the Financial Aid Office for information related to loss of financial aid.)

4. **Limits of Campus Housing Eligibility:** Campus Housing is not available for graduate students, part-time undergraduate students (unless they are in their final semester at the University), undergraduate students over the age of 24, married students, students who have children living with them (single or married), and/or non-traditional (SPS) undergraduate students. Students in these categories are encouraged to find housing independent of the University or to contact the Seminary and Graduate Housing Office. Exceptions to this policy will require written consent from the Director of Residence Life and Housing, or his/her designee.

5. **Applicable Term:** The term of this Agreement shall be the Fall and Spring semesters of the student’s academic year being applied for, and include any early arrivals to the semesters listed below:
 - Fall Semester-from 1st day of classes in August through December Commencement Day, or 24 hours after the last semester exam, whichever comes first.
 - Spring Semester-from 1st day of classes in January through May Commencement Day, or 24 hours after the last semester exam, whichever comes first.

Winter & Spring Break: There may be special circumstances when students need to occupy Campus Housing during Winter and Spring break. Students who meet the qualifications as outlined in the Winter and Spring Break Housing Contracts may apply for housing over these breaks in Campus Housing. There is an additional application process for Winter and Spring break housing. There is an additional charge for occupying Campus Housing during these breaks. For Winter break housing, students must be registered for the spring semester.

Summer Housing: Any student who lives in Campus Housing during the academic year and meets the qualifications outlined in the Summer Housing Contract may apply separately for Summer Campus Housing for the summer following the spring semester. For summer housing, students must be registered for the fall semester.

The University reserves the right to close Campus Housing during any published University break.

6. **Payment:** The student accepts responsibility for payment of Campus Housing at the rates established by the University, which shall be available from the Office of Residence Life and Housing and published with other pricing on the University's web site. Campus Housing and food service rates are determined on an annual basis and are published after Board of Trustees' approval. The University reserves the right to adjust the rates for room and board during the academic year if warranted by unusual economic conditions.
7. **Housing Deposit:** To reserve Campus Housing, a \$250 Housing Deposit must be paid by all students new to Campus Housing and shall be paid when the Housing Application is submitted. This deposit is refunded when the student withdraws from Campus Housing (see section 9 for more details). Any damages and/or cleaning charges incurred by the student will be subtracted from the deposit. Any damage and/or cleaning charges over \$250 will be added to the student's account. If a balance is owed to the University by the student at the time the deposit is refunded, the deposit will be applied to that balance on the student's account. Students returning to Campus Housing who have had all or a portion of the Housing Deposit deducted due to damage and/or cleaning charges agree to remit the amount necessary to maintain the \$250 Housing Deposit.

Housing Deposits will be refunded if the University cannot provide Campus Housing.

8. **University Policies:** University policies, as outlined in the Undergraduate Student Handbook (www.northpark.edu/studenthandbook) are hereby incorporated into and made part of this Agreement. Some examples of these policies include but are not limited to; possession and use of alcohol, possession and use of cannabis and tobacco. In addition, the University will review the Centers for Disease Control ("CDC") guidelines regarding COVID-19 and its variants, and higher education housing prior to August 1, 2023, and may require students to enter into a supplement to this Agreement addressing higher education housing protocols and COVID-19 ("Supplement"). This Agreement, any Supplement, and the Undergraduate Student Handbook constitute the full and complete terms and conditions of the Housing Application and Housing Terms and Agreement.
9. **Cancellation of Agreement by Students:** All cancellation notifications by the student must be made in writing to the Office of Residence Life and Housing. **Cancellation fees apply to all students who have executed a Housing Agreement.** Cancellation fees and their specific applicability are as follows:
 - a) **No cancellation fee:** Students who meet an Exception to the Campus Housing Requirement and who cancel before August 1 for the fall semester and December 15 for the spring semester will not be assessed a cancellation fee. (Paid Housing Deposits will be refunded in this instance.)
 - b) **Forfeiture of \$250 Housing Deposit:** Students will not be refunded the \$250 Housing Deposit if they fail to notify the Office of Residence Life and Housing of cancellation prior to August 1 for the fall semester and December 15 for the spring semester.
 - c) **\$1,000 cancellation fee:** (i) Returning students who have entered into a Housing Agreement and who cancel prior to the start date of the Agreement and do not remain enrolled, and (ii) students (new or returning) who occupy housing, but then cancel, after the start date of the Housing Agreement and before the 10th day of classes, and do not remain enrolled, shall be assessed a cancellation fee of \$1,000. The start date of the Housing Agreement is the earlier of the date a student occupies Campus Housing or the first day of the semester.
 - d) Students (new or returning) who cancel housing (and remain enrolled) by the end of the first week will not be charged for housing.
 - e) Students who withdraw from Campus Housing, withdraw from the University, or are dismissed, either for academics or student conduct, from the University before the end of the 2nd week will be charged 20% of the Housing Agreement charges for one semester; before the end of the 3rd week will be charged 40% of the Housing Agreement charges for one semester; before the end of the 4th week will be charged 50% of the Housing Agreement charges for one semester; enrollment beyond the 4th week of the semester will result in entire room charges for one semester. Prices shall be available from the Office of Residence Life and Housing and published with other pricing on the University's website.

10. **Cancellation by the University:** The University reserves the right to cancel this Agreement, with the applicable cancellation fees (as set forth in Section 9 above), under the following circumstances: student's failure to occupy assigned Campus Housing by the 5th day of classes each semester, student's failure to pay housing fees within the terms and deadlines as outlined by Student Accounts, student's failure to remain an enrolled student in good standing with the University, student's failure to occupy the assigned Campus Housing for 10 (ten) consecutive days on which classes are scheduled.
11. **Food Service:** All first-year first semester students living in the Residence Halls must be on a Weekly 15 or All Access Plan during their first semester. All other students occupying residence halls must select either a Block 160, Weekly 15, or All Access Plan. Students are not permitted to reduce their meal plan after 4:30pm on the 5th day of classes in each semester.
 - a) The board plan is encouraged, but optional, for students occupying Campus Houses and Apartments, as well as Park North and Sawyer Court. These students are not permitted to reduce or drop their meal plan after 4:30pm on the 5th day of classes in each semester. Note: The housing contract for students in the apartments and houses provides them with special dining benefits. Consult the meal plan information to learn of these benefits.
 - b) Food service is not provided during published University breaks such as Thanksgiving, Winter Break, Spring Break, and Summer Break.
 - c) Students with special dietary needs, either temporary or continuous, should contact the food service provider and the ADA Office to make special provisions for their dietary needs.
 - d) If a meal plan is added during the semester the price will not be pro-rated. The full amount will be charged. Prices shall be available from the Office of Residence Life and Housing and published with other pricing on the University's web site.
 - e) Students who withdraw or are dismissed, either for academics or student conduct, from the University before the end of the 2nd week will be charged 20%; before the end of the 3rd week will be charged 40%; before the end of the 4th week will be charged 50%; enrollment beyond the 4th week of the semester will result in entire board charges. Prices shall be available from the Office of Residence Life and Housing and published with other pricing on the University's web site.
12. **Assignments:** Campus Housing assignments are made by the Office of Residence Life and Housing. This Agreement does not guarantee student assignment to a particular living unit within Campus Housing. The University will attempt to fulfill any roommate requests made by the student but cannot guarantee such requests will be fulfilled. In the case that a vacancy occurs in a living unit, the student agrees to accept an assigned roommate or move to another room at the request of the University. Where there is a vacant space, the room must be maintained in a manner that will allow another roommate to move in immediately. The University reserves the right to re-assign the student when the necessary circumstances arise. The student may request a change in assignment at appropriate times with the approval of the Area Coordinator in charge of the living area. The student is not authorized to sell, sublease, or assign his/her Campus Housing to another person. Students requesting medical, accessible, or other accommodations are responsible for providing appropriate documentation to the Office of Residence Life and Housing and the ADA Office at the time of submitting the Housing Application and Housing Agreement Terms and Conditions.
13. **Access by the University:** The University reserves the right to enter a Campus Housing unit for a variety of reasons, including, but not limited to: conducting inspections; making necessary repairs, alterations or improvements; supplying necessary services; when there is reasonable cause to believe a violation of University policy has occurred, is occurring or is likely to occur; examining the premises by service personnel or contractors; or as is otherwise necessary in the operation and protection of the premises or occupants therein. In the case of an apparent or actual emergency or a potential violation of University policy, authorized University personnel may enter a Campus Housing unit at any time, without prior notice. Authorized University personnel include professional members of the Division of Student Engagement (excluding clerical personnel), University security personnel, the Area Coordinator or Resident Assistant, the supervisor of the maintenance staff and/or their designated employee, and non-University personnel contracted to perform maintenance or repair services on behalf of the University.
14. **Care of Facilities:** The University shall keep all Campus Housing premises in reasonable repair during the term of this Agreement, including maintaining the premises in compliance with applicable regulations imposed by appropriate governmental authorities. The University will endeavor to make all repairs to Campus Housing within a reasonable time after receipt of notice from the student requesting the repairs via established procedures. The student shall maintain his or her assigned space in a clean and orderly condition and make no alterations to the premises, including, but not limited to: removing doors or screens; painting, installing locks or safes; installing cable TV or satellite TV, erecting partitions or attaching anything structural to

ceilings, walls, windows, floors or exteriors. Students agree to pay for any damage and/or cleaning charges to their assigned space, as well as any charges for missing items from their assigned space. When damage occurs in common areas and the Office of Residence Life and Housing does not know the source of the damage, charges will be split among the residents of that room, apartment, house, floor, or facility as appropriate.

15. **Hold Harmless, Release and Assumption of Risk:** The student agrees to hold the University and its agents, employees, faculty, trustees, officers and directors harmless and shall indemnify the University from all damages (including attorney’s fees and costs of suit), liability, or loss to persons or property (including the student) caused or sustained as a result of the student’s breach of the terms and conditions of this Agreement, and/or conduct that is negligent, illegal, violates University policies, or that is a misuse of the premises. Additionally, the student understands that the University does not provide protection, or reimbursement against lost, damaged or stolen personal property, and that the University advises students to obtain appropriate insurance coverage in order to obtain such protection (generally through a special personal effects policy or appropriate riders added to parent’s homeowner’s policy). Any personal property which remains on the premises for more than ten (10) days following termination of occupancy shall be deemed abandoned and the University shall be entitled to retain or dispose of such property. The student agrees to release the University, its agents, employees, faculty, trustees, officers and directors from any and all damages, liability, claims, expenses, or loss resulting from or arising out of student’s use of space within University Housing, including but not limited to, those related to the student’s exposure to contagious viruses including COVID-19 and its variants. Student understands that by residing in Campus Housing, student is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19 and its variants.
16. **Student Welfare:** The University, in its sole discretion, reserves the right to require a student to seek physical or psychological evaluation, at the student’s expense, if the student demonstrates behavior that poses a threat including, but not limited to, behavior related to alcohol or other substance abuse, or weapons. In such instances, as well as any other potentially serious conditions affecting or threatening to affect a student’s welfare, the University may advise the student’s parents or legal guardians of the situation.

The University reserves the right to modify the terms and conditions of the 2023-2024 University Housing Agreement pertaining to any subsequent semesters not covered by this Agreement. Please refer to the Student Handbook (www.northpark.edu/studenthandbook) for questions related to Campus Housing policies.

All students living in Campus Housing are required to sign this Agreement, and a Housing Application. Your signature confirms that you have read the Housing Terms and Agreement and agree to abide by the policies listed herein.

Student’s Signature: _____ **Date:** ____/____/____

Parent’s Signature (if student is under 18): _____ **Date:** ____/____/____