

University Housing Contract

Terms and Conditions

North Park University maintains Residence Halls (Anderson, Burgh, Olson, Park North and Solhberg, the “Residence Halls”) as well as houses and apartments (“Campus Houses and Apartments”) on or near the campus (“Campus Housing”) which accommodate approximately 60% of the undergraduate student enrollment. All first, second, and third year undergraduate students are required to live in Campus Housing (“Campus Housing Requirement”). Exceptions to the Campus Housing Requirement apply to:

- (i) Commuter Students, defined as those students commuting from a primary residence where they live with their parent(s) or legal guardian(s);
- (ii) Students registered for fewer than 12 credit hours;
- (iii) Students having senior status (90+ credits);
- (iv) Students who are 22 years of age prior to September 1 of the academic year; or
- (v) Students who have received a written waiver of the Campus Housing Requirement from the Director of Residence Life and Housing, in his or her sole and absolute discretion, upon written petition of the student (together with i-iv above, the “Exceptions to Campus Housing Requirement”).

Campus Housing is not available for part-time undergraduate students, undergraduate students over the age of 24, single undergraduate students with children, married students, or non-traditional undergraduates (GOAL students). Students in these categories are encouraged to find housing independent of the University.

*Students’ financial aid may be reduced by not living in on campus housing facilities. Please see the Financial Aid Department for details.

All Campus Housing is under the direction of the Vice President of Student Development and the Director of Residence Life and Housing. A Resident Director resides in each Residence Hall and is assisted by trained student Resident Assistants, one per floor or living unit. Campus Houses and Apartments are supervised by Resident Assistants and an apartment Resident Director. The Residence Life staff provides supervision, programming, minor discipline, referral services, and general assistance for students in Campus Housing.

I. Contract Obligations

1. This contract is between North Park University, hereafter referred to as the University, and the student (or parent(s) or legal guardian(s)), hereafter referred to as the student, whose signature appears on the contract.
2. This contract is effective from the date set forth in the Housing Application and Contract as the Effective Date, until terminated as provided herein. Summer housing is not covered by this contract. (Note: Students who fail to comply with the Campus Housing Requirement will be charged for Campus Housing for the period of time in which they are out of compliance with such requirement. In addition, there may be financial aid consequences for such non-compliance.)
3. The University agrees, as space is available, to assign Campus Housing and to provide applicable food service to each student who has been issued a University Housing Contract in consideration of the payment by the student of the applicable room and board fees in effect at the time of occupancy. The agreement is further subject to the terms and conditions as stated herein.
4. The student agrees to care daily for his/her residence living area, to exercise reasonable care in the use of common facilities, to conduct himself/herself in the best interest of group living, and to become thoroughly familiar with and abide by all University Campus Housing regulations as published and as amended from time to time in the Student Handbook and in separate housing policy statements.

II. Application Process

All Campus Housing applicants must complete and sign a University Housing Contract and Application form and submit it to the Office of Residence Life and Housing. All contracts that are received must include the applicable \$250 Campus Housing Deposit and are subject to the following procedures:

1. Students initially entering the University will indicate their need for Campus Housing upon acceptance to the University. The Office of Admissions will send all accepted students a University Housing Application and Contract, University Housing Contract Terms and Conditions, and a Campus Housing Deposit form. A Campus Housing Deposit of \$250.00 is required. This deposit is refunded when the student withdraws from Campus Housing. Any damages incurred in Campus Housing occupied by the student will be subtracted from the deposit. Additionally the Campus Housing Deposit will not be refunded if the student fails to notify The Office of Residence Life and Housing of cancellation by May 1st

for fall semester or December 15th for spring semester. In the event that all or a portion of the Campus Housing Deposit has been used to repair damages to Campus Housing, and this contract remains in effect, the student agrees to remit the amount necessary to maintain the \$250.00 Campus Housing Deposit.

2. Students currently enrolled in and returning to the University for the following year must participate in the Housing Lottery which takes place in the spring semester. At the time of the Housing Lottery, the student selects a roommate(s) and a room, apartment, or house for the following year. Students enrolled in the University but entering Campus Housing for the first time or after a semester (or more) of absence need to contact the Office of University Residence Life and Housing to arrange their residence accommodations.

III. Housing and Roommate Assignments

1. The University reserves the right to make assignments and to make reassignments of roommates and of Campus Housing throughout the school year. Student preferences will be taken into consideration, but no guarantee of a specific roommate or Campus Housing assignment is implied therein.

2. Priority in roommate and Campus Housing assignments are made according to the date on which the housing contract is received by the Office of Residence Life and Housing.

3. Changes in Residence Hall room assignments may be made at appropriate times with the approval of the Resident Director in charge of the hall.

4. The student is not authorized to sell, sublease, or assign his/her right of occupancy to another person, nor does this contract transfer any ownership rights in the Campus Housing to the student.

5. The University reserves the right to consolidate vacancies. If vacancies occur in a multiple occupancy room or apartment, the remaining student(s) agree to accept other roommate(s) as assigned, or to move into other spaces if requested. Should a student(s) refuse to accept a roommate, or attempt to force a roommate out of a room or apartment, the Director of Residence Life and Housing may at his/her discretion require such student(s) to be responsible for the total rent (all occupants) of the room or apartment. Further disciplinary action may be taken if space is needed or deemed essential to the management of Campus Housing.

6. Single rooms are not readily available. Requests for single rooms will be honored only on the basis of space availability. Students will be given preference first to medical needs, then according to class status, i.e. fourth-year students having preference over third-year students, etc. The University reserves the right to assign a roommate to occupants of single rooms, on the basis of space needed. Appropriate fee adjustments will be made under such circumstances.

7. Should space be limited at the commencement of a semester, the student may be offered a temporary assignment at the time of accepting this contract.

IV. Occupancy

1. Students may occupy Campus Housing at an assigned time published separately for each semester and/or break. Residents are expected to completely vacate Campus Housing by 10:00 a.m. on the day following withdrawal from the University or termination of the University Housing Contract, and by 10:00 a.m. following their last final examination each term.

2. Failure to occupy assigned Campus Housing before 10:00 a.m. of the first day of classes each semester without having given the Office of Residence Life and Housing prior notice of delayed arrival may result in the loss of assigned Campus Housing accommodations.

3. The University reserves the right to close Campus Housing during official University vacations such as Christmas break, spring break, etc. and between semesters as noted in the applicable academic calendar. Specific instructions shall be published separately for each recess. Students may normally leave possessions in their rooms during these recess periods at their own risk. The University may, upon advance notice, require the room to be vacated completely during the period between semesters to permit use for such purposes as it shall deem necessary.

Occupancy may be permitted under special circumstances during recess periods and between terms. Residents will be subject to additional charges for use of the living areas during such periods and may be temporarily assigned space in the same or another Residence Hall.

4. Residents of Campus Houses and Apartments may stay in their residence during spring break only in the current academic year. If a resident of Campus Houses and Apartments needs to stay during Christmas break for a school related commitment there will be an application process and extra charges; permission must be granted by the Office of Residence Life and Housing for students to stay for all or a portion of the Christmas break.

5. When a student terminates occupancy for any reason, he/she must give prior notice to the Director of Residence Life and Housing and to the respective Resident Director in writing. Failure to do so will automatically result in a complete loss of prepaid fees or continued liability for contractual obligations.

6. No storage is available in Campus Housing.

V. Keys

1. Room keys will be issued to the student at the time he/she checks into Campus Housing.
2. When a student loses a room key, he/she must replace it within three (3) days. The student will report the loss to the Office of Residence Life and Housing, where a charge of \$25.00 per key will be assessed and a receipt for monies received will be issued. The student will take the receipt directly to the Physical Plant office during regular business hours and will present the receipt to the receptionist who will in turn issue the appropriate replacement key(s). Duplication of the keys by anyone other than the Physical Plant is unlawful.
3. All keys must be returned to the University at the time the student checks out of Campus Housing at the end of the academic year or at the time the student withdraws or is dismissed from Campus Housing. Failure to turn in the full complement of resident keys will result in charges of \$25.00 per key and in charges for replacing the lock of the corresponding room.

VI. Food Service

1. All students occupying Residence Halls are required to contract for the board plan, choosing the 10, 15 or 20 meal plan, before the start of each semester. Residents are not permitted to reduce or drop their meal plans after the completion of the 5th day of classes in each semester. The board plan is a part of this contract and is mandatory for students occupying Residence Halls and optional for students occupying Campus Houses and Apartments. The board plan includes food service for residents only when Residence Halls are officially open to them. This contract does not include food service during published University vacation periods or the period between semesters.
2. Meals are available only upon presentation of the University Student Identification Card validated for food service.
3. It is understood that credit cannot be given for meals missed and that the board contract is non-transferable.
4. Students assigned to Campus Houses and Apartments may purchase one of the board plans; however, they are not required to do so.
5. Special diets, either temporary or continued, which cannot be accommodated by the contracted food service cannot be provided pursuant to the terms of this contract.
6. If a resident student selects the 10 or 15 meal plan, any 10 or 15 of the 20 meals in a week may be attended. The week begins on Thursday and ends each Wednesday. The 10 or 15 meal plan participants who use up all 10 or 15 meals before the week ends, will be expected to pay the casual meal rate for additional meals during that week. Sack meals will be counted as regular meals eaten. Uneaten meals in any given week do not carry over to the following week.

VII. Rates

1. Campus Housing and food service rates are determined on an annual basis and are published when established by the University. The University reserves the right to alter the rates for room and board or either if warranted by economic conditions.
2. In the event the student is authorized to change his/her Campus Housing assignment, which change involves an alteration of fees, the appropriate refund or billing will be made by the University.

VIII. Payment

Fees are payable in advance at the time of registration on a semester basis in accordance with the current fee schedule. Individual statements are forwarded to the student by the University. No final grades, transcripts of credits, or degree will be issued until all financial obligations hereunder have been settled with the University. Non-payment of fees may result in cancellation of current enrollment, in denial of housing and food services, and in denial of subsequent registration until the amounts due are paid.

IX. Cancellation by Student

1. Students may cancel this contract without incurring any liability hereunder other than forfeiture of the \$250 Campus Housing Deposit with written notice to the Director of Residence Life and Housing up to but not including the first day of each semester.
2. Following the cancellation dates set forth above, students may cancel this contract but shall forfeit the \$250 Campus Housing Deposit and shall pay the pro-rated Board and Room fees set forth in XI(3) and (4) below unless otherwise agreed by the Director of Residence Life and Housing.
3. Students may cancel this contract without forfeiture of the \$250 Campus Housing Deposit if notification of cancellation is given to the Office of Residence Life and Housing on or before (i) May 1st for the fall semester of (ii) December 15th for the spring semester.

X. Termination by University

1. This contract is effective for the first, second and third academic years (or the remainder thereof) of University undergraduate students who do not qualify for a University Housing Requirement Exception, but may be terminated earlier at the discretion of the Vice President of Student Development and the Director of Residence Life and Housing for one or more of the following reasons:

(*Please keep in mind that not living in Campus Housing may affect the student's overall financial aid package.)

- a. Graduation from the University-mandatory termination
- b. Withdrawal from the University-mandatory termination
- c. Academic dismissal-mandatory termination
- d. Non-attendance at the University –mandatory termination
- e. Marriage-mandatory termination
- f. Financial hardship
- g. Medical reasons
- h. University dismissal for disciplinary reasons-mandatory termination
(which may result in forfeiture of all prepaid housing charges)
- i. Part-time student status
- j. Breach of contract or submission of a falsified application for housing

2. It is the student's responsibility to formally seek contract release from the University. Failure to make the necessary arrangements will maintain in effect the student's contractual obligations, including responsibility for charges, and for the balance of the contract paid. Decisions regarding Campus Housing in the event of a student's dismissal will be decided by the Office of Residence Life and Housing on a case-by-case basis.

3. The University may terminate the contract and take possession of the living accommodations at any time for violation of the provisions herein, for violation of any University regulations, for health or social reasons, or for conduct otherwise detrimental to the welfare of the Campus Housing programs.

XI. Refunds

1. The Residence Housing Deposit of \$250.00 will be refunded if the University cannot provide Campus Housing. The Campus Housing Deposit will not be refunded for students canceling housing after May 1st for the fall semester and December 15th for the spring semester. If there is a balance on the Student Account, the housing deposit will be transferred as a credit in lieu of a refund.

2. The effective date for determination of refunds shall be the date on which the student officially checks out of, and completely vacates, Campus Housing, and the full complement of resident keys and University Student Identification Card are turned in to appropriate University personnel.

3. The Board fee shall be pro-rated to the end of the week of the student's departure.

4. The Room fee shall be pro-rated as follows:

- a. 100% refund if contract is terminated prior to the 1st day of the semester.
- b. 80% refund after the 1st day of the semester and before the end of the 10th day of classes.
- c. No refund after the end of the 10th day of classes.

5. Refunds will not be made for temporary absences from Campus Housing or for meals not taken.

6. Termination of this contract for disciplinary reasons may result in forfeiture of all remaining prepaid housing charges.

XII. Security

The Residence Halls are staffed 24 hours a day with a desk receptionist who is responsible for monitoring all entrants. Residents must show proper ID to gain entry. All other guests and visitors, including parents and family members, must provide photo ID and sign the visitor's log. The desk receptionist will hold the visitor's ID as well as the resident host/hostess' ID for the duration of the visit. All visitors and guests are to be escorted by their host or hostess during their visit in the Residence Hall. When the visitor departs, the desk receptionist returns the IDs. Guests under the age of 18 need prior authorization by the Resident Director. Without this authorization, these guests cannot be permitted entry into the Residence Hall.

XIII. Storage of Personal Items

Students are responsible to remove their personal belongings from Campus Housing over the summer break unless students sign up for summer housing. The University reserves the right to request students to remove their personal belongings from Campus Housing at any time if necessary. The University is not responsible for damage, loss or theft of any personal property.