

This 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), hereafter referred to as “student”.

The University maintains four residence halls, Anderson, Burgh, Ohlson and Sohlberg (“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 (0-29 credits), second/sophomore (30-59 credits), and third/junior (60-89 credits) year students are required to live in Campus Housing (“Campus Housing Requirement”).
2. **Exceptions to the Campus Housing Requirement:** Exceptions apply to:
 - a) Commuter Students, defined as those 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 senior status (90+ credits).
 - d) Students who are 22 years of age prior to September 1 of the academic year.
 - e) Students who have received a written waiver of the Campus Housing Requirement from the Director of Residence Life and Housing who, in his or her sole and absolute discretion, upon written petition of the student, will determine if a waiver is appropriate.

3. **Non- Compliance with the Campus Housing Requirement**

Any student found not to be in compliance with the Campus Housing Requirement will be assessed a \$1,000 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, undergraduate students over the age of 24, married students, students with children (single or married), and/or non-traditional (SAL) undergraduate students. Students in these categories are encouraged to find housing independent of the University.

NOTE: First year students (fewer than 30 credits) are not eligible to live in Campus Houses and Apartments. They are assigned to Residence Halls.

5. **Applicable Term:** The term of this Agreement shall be the Fall and Spring semesters of the 2012-2013 academic year:
Fall Semester -- from August 25, 2012 through December 15, 2012, or 24 hours after the last semester exam, whichever comes first,
Spring Semester – from January 13, 2013 through May 11, 2013, or 24 hours after the last semester exam, whichever comes first.

Winter Break: Students who meet the qualifications outlined in the Winter Housing Contract may apply for housing over winter break in Campus Houses and Apartments (with the exception of Park North), but not in Residence Halls.

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.

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

6. **Payment:** The student accepts responsibility for payment 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 Agreement 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 charge 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 Student Handbook (<http://www.northpark.edu/studenthandbook>) are hereby incorporated into and made part of this Agreement. This Agreement, together with the Student Handbook, constitutes the full and complete terms and conditions of the Housing 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 May 1 for the Fall semester and December 15 for the Spring semester. (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 May 1 for the Fall semester and December 15 for the Spring semester.
- c) **\$1,000 cancellation fee:** (1) Returning students with a Housing Agreement who cancel prior to the start date of the Agreement and (2) students (new or returning) who occupy housing, but then cancel, after the start date of the Agreement. The start date of the Agreement is the date a student occupies Campus Housing or the first day of the semester, whichever is prior.

NOTE: Students in categories c. (1) & (2), above, who remain enrolled at the University but chose not to live in Campus Housing AND who do not meet an Exception to the Campus Housing Requirement, will also be assessed the \$1,000 non-compliance fee noted above in section 3., Non-Compliance with the Campus Housing Requirement. As noted there, financial aid may also be forfeited, so students should check with the Financial Aid Office for details.

- d) Students who withdraw or are academically dismissed from the University after the start date of the Agreement and before the 10th day of classes will be refunded 80% of the housing fee for the semester and will forfeit their \$250 housing deposit. Students who withdraw or are academically dismissed from the University after the 10th day of classes are responsible for paying full room fees for the semester and will forfeit their \$250 housing deposit.
- e) In addition to the above fees, board plan charges, if applicable, shall be pro-rated to the end of the week of the student's departure.
- 10. Cancellation by the University:** The University reserves the right to cancel this Agreement, with the applicable cancellation fees, 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 Administrative Services, 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 consecutive days on which classes are scheduled.
- 11. Food Service:** All students occupying Residence Halls are required to contract for the board plan, choosing the 10, 15, or 20 meals per week plan. Students are not permitted to reduce their meal plan after 4:30pm on the 5th day of classes in each semester.
- The board plan is encouraged, but optional, for students occupying Campus Houses and Apartments. These students are not permitted to reduce or drop their meal plan after 4:30pm on the 5th day of classes in each semester.
- Food service is not provided during published University breaks.
- Students with special dietary needs, either temporary or continuous, should contact the food service provider to make special provisions for their dietary needs.
- 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 Resident Director 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 at the time of submitting the Housing Agreement.
- 13. Access by the University:** The University reserves the right to enter a student's 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, Residence Life or Campus Security staff may enter the student's housing unit at any time, without prior notice.
- 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 their assigned space in a clean and orderly condition and make no alterations to the premises, including, but not limited to: removing doors or screens; installing locks or safes; erecting partitions or attaching anything structural to ceilings, walls, 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, or facility as appropriate.
- 15. Hold Harmless:** 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, liability, or loss to persons or property (including the student) caused or sustained as a result of the student's 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 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 10 days following termination of occupancy shall be deemed abandoned and the University shall be entitled to retain or dispose of such property.
- 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 endangers or threatens to endanger him/herself or others including, but not limited to, behavior related to alcohol or other substance abuse. 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 University Housing Agreement pertaining to any subsequent semesters not covered by this Agreement.

The student acknowledges that he/she has carefully and thoroughly read this Housing Agreement. Student agrees to all the terms and conditions of the same, including all charges and special fees, and further agrees to abide by the standards of conduct as outlined in the Student Handbook.