

NORTHWESTERN UNIVERSITY RESIDENTIAL SERVICES

FALL 2022/WINTER 2023/SPRING 2023

CONTRACT TERMS AND CONDITIONS

The Residential Services Housing Contract ("Contract") establishes an agreement between Northwestern University ("University") and the student ("Student") for use of assigned space and facilities of a residence for and in consideration of the keeping and performing by Student of all understandings, agreements, terms and conditions of obligation enumerated herein.

The Contract does not guarantee assignment to a particular type of accommodation (room or apartment) or assignment to any preference indicated by Student. Student's preferences are requests only; preferences for room or apartment type, building of occupancy, and University's granting of roommate requests cannot be guaranteed. Please note that refunds of any prepayments made under this Contract are subject to the below listed Cancellation Fee Schedule, regardless of cause, including but not limited to reasons related to room or roommate assignment. The Contract does not determine final admission of the Student to the University. Assignment to on-campus housing is contingent upon the University's final acceptance of the Student for admission, approval of the Contract by the Executive Director of Residential Services ("Executive Director") or their designee and receipt of full payment. If the rate for space, as assigned, varies from the payment made, an additional charge or refund, as the case may be, will be made to the Student. Facilities may vary slightly from descriptions in brochures or from model rooms or apartments. No discounts in rental rates will be made for such variations.

The terms, conditions, and responsibilities are stated below:

- 1. CONTRACT DATES:** I understand that the term of this contract is for 2022-2023 Northwestern University academic year (Fall, Winter, and Spring quarters, excluding Summer quarter), effective as of the signature date of this contract. I agree to vacate my room within 24-hours of my last final examination in June, or if I am graduating, I agree to vacate my room by 6:00PM on the day after Commencement. I understand that unless formally released from this contract by the Executive Director (see Residence Hall Policies and Procedures [Release from Contract](#)) I am responsible for the room rental charges set forth in the below Cancellation Fee Schedule.
- 2. MEAL PLAN:** I understand that I am also required, as a condition of living in on-campus student housing, to purchase an on-campus board (meal) plan. The default board plan is provided as part of the residence and board contract. Additional information on the mandatory board (meal) plan is available at www.dining.northwestern.edu or (847) 491-2020.
- 3. STUDENT STATUS:** I understand that to be eligible for residence, I must be enrolled at Northwestern University as a full-time degree candidate or as a special student; and that if such enrollment is terminated for any reason, I am no longer eligible for residence in the premises, I am responsible to advise the Department of Residential Services immediately of such change in status, and I agree to vacate my room within 24 hours of such termination. I agree that I will not occupy nor reside in any space other than my assigned room except that I may have customary use of the common areas. I understand that this contract is not assignable, that subletting is not allowed, and that only the persons assigned by the Department of Residential Services may reside in my room at any time. I further agree that I may have one overnight guest staying in my room for no more than three consecutive nights and up to seven nights total per quarter. All roommates/suitemates must approve of guests. I further agree that I will not unreasonably interfere with my roommates' or any other resident's rights under similar residence hall contract.

4. **BUSINESS USE:** I understand that I may not use my residence hall room or any University housing facilities for commercial or business purposes. This includes, but is not limited to, use of phone, assigned bedspace or available community lounge, study or kitchen spaces, data, and cable TV lines, as well as voicemail and mailboxes to conduct or carry out any commercial business.
5. **ANIMALS:** I understand that, unless specifically authorized by the Executive Director or designee, or as otherwise allowed by law, no animal of any kind is permitted in the residence hall at any time; I agree that I will not bring in or keep any animal in any area of the residence hall and that I will not permit any guest or visitor of mine to do so.
6. **SOCIAL DUES:** Social dues are optional, becoming due and payable unless the resident takes appropriate action to opt out of such charges in accordance with the method determined by Residential Services.
7. **PAYMENTS:** I agree that payment for each quarter is due in advance, in accordance with deadlines stated in the University calendar. I understand that refunds of any prepayments made under this Contract are subject to the below Cancellation Fee Schedule, regardless of cause, including but not limited to reasons related to room or roommate assignment.
8. **CONDITION OF PREMISES:** I agree to accept and maintain the unit in its fully furnished condition throughout the duration of this contract. All furnishings, fixtures and equipment are to be kept in clean, sanitary, and working order. I shall return the premises in as good repair as when possession was taken, ordinary wear and tear excepted. If the premises are discovered to be in poor sanitary condition or in a manner that could lead to an unhealthy or unsafe environment for a suitemate or surrounding residents, I will be required to make the necessary changes and cleaning to the room or apartment at my expense. These changes must be approved by the Executive Director or designee. If I fail to make these changes within a reasonable amount of time, services will be provided to perform the necessary cleaning. I shall then be responsible for the payment of the provided services. I am at no time permitted to change the paint color in the room or apartment or make any physical alterations to the unit. Such action shall result in my being financially responsible for the work required to restore the unit to its original condition.
9. **MAINTENANCE REPAIRS:** Repairs necessitated by my negligence or that of my guests will be made by the University. Any such costs will be chargeable to me upon written notice from the University and shall be payable no later than the due date of the next installment of room charges following such notice. The University reserves the right to bill me up to 60 days after my departure from the premises for any damages caused by me or my guests.
10. **HEATING AND WATER:** The University shall furnish hot and cold water in fixtures provided by the University for that purpose and a reasonable amount of heat, except when prevented from so doing by causes beyond the control of the University or when the apparatus providing water or heat is being repaired.
11. **RESIDENT PROPERTY:** The University reserves the right to restrict the use of my furniture or other items if such use necessitates the removal of any of the University's property from the unit or if such furniture or other items are a health or safety hazard or interferes with the provision of services to other residents of the building. Where my personal property is left on the premises for more than 7 days after I vacate upon expiration or termination of the contract, the University shall have the right, at its sole option and without further notice, to either (a) dispose of such property, or (b) charge a reasonable storage charge for any such property. Washers, dryers, dishwashers, ceiling fans, window air conditioners, space heaters, large appliances, treadmills, either electrically or battery-operated or any other items that are considered by the University to be a safety or health hazard, are not permitted. The complete list of items not permitted for safety reasons can be found at <http://www.northwestern.edu/living/about-us/policies/policies-and-procedures/index.html>.

12. **ACCESS TO PREMISES:** The University through its proper representatives shall have free access at all reasonable hours to the premises for the purpose of insuring compliance with all applicable laws and University regulations, and examining the residence for cleanliness and upkeep, or making alterations and repairs, as well as for the purpose of exhibiting the residency to prospective residents. The University agrees to make every effort, when practical, to inform me in advance of any entry and examination; it being understood that nothing shall hinder the University's right to enter the residence during an emergency to protect life and property from imminent injury or to enter the premises to save me from serious inconvenience. Within 30-days of my move-out date, I agree to permit the on-site maintenance staff to make a pre-move-out inspection of the unit.

13. **INSURANCE AND RELEASE OF CLAIMS:** The University does not assume any liability for the loss, damage, or theft of any personal property for any cause whatsoever; if protection from the possibility of such loss is desired, I should cover my own possessions with appropriate insurance. Further, I hereby release and hold the University harmless for any liability to me or anyone claiming through me and the University shall not be legally responsible in any respect for any loss or damage which I or anyone claiming through me may sustain by reason of: a) Any strike, lockout, work stoppage, or other disturbances, riot, civil commotion, pandemic or Act of God affecting me or the demised premises or any resident therein; b) Theft or burglary in or about the premises; c) Fire, water, flood, rain, frost, snow, gas odors or fumes from any source whatever; d) Any injury to any person or damage to any property not caused by the University's direct negligence.

14. **SURRENDER OF THE PREMISES:** At the expiration or other termination of this contract, I shall surrender possession of the unit and shall return all keys to the unit to the University's designated agent. Failure to do so will constitute a default of this contract as set forth in Section 14 and subject me to an obligation to pay the liquidated damages sum set forth in Section 14 for each day I continue to occupy the unit.

15. **DEFAULT:** I shall be considered in default of this contract in the event I am in violation of any term or condition hereof, including but not limited to payment of room charges as provided herein. In the event of such default, the University may, at its sole option, (a) re-enter and repossess the premises, or (b) require me to vacate the same within 30 days following written notice of default. The University may charge to my account all sums due and may, at its sole option (a) assess as liquidated damages the sum of \$75 per day up to 3 consecutive days of the continuation of such default and \$100 per day thereafter until the default is corrected and (b) bring suit for and collect all damages it sustained because of my default, notwithstanding any re-entry or repossession by the University. No waiver of any breach of any part of this contract agreement shall be a waiver of any succeeding breach.

16. **COUNTRY/STATE/CITY LAWS AND UNIVERSITY POLICY:** I agree to observe, in my use of the residence hall premises, and to cause my guests to observe, all laws of the United States, state of Illinois, and the City of Evanston, and all Northwestern University policies, rules, regulations, and expectations, including those set forth in the Northwestern Student Handbook and the University's expectations related to COVID-19 (including the Student Expectations and COVID-19 Code of Conduct). I acknowledge receipt of a copy of the Residence Hall [Policies and Procedures](#) and expectations for Undergraduate Residents during COVID-19 by reference herein and that both are made a part of this contract. I understand that failure to comply with any of the terms of this contract, including any University policies, rules, regulations, or expectations, shall be a default as described above. Upon termination of this Contract for any reason, room charges will become immediately due and payable in accordance with the Cancellation Fee Schedule set forth below.

17. **RELOCATION AND REMOVAL:** Notwithstanding any other provisions of this contract, including but not limited to Sections 15 and 16 above, I acknowledge, understand, and agree to the following:

- (a) **Relocation:** At all times, the University reserves the right to relocate residents with or without prior written notice for any reason in its discretion. Such reasons may include, but are not limited to, space availability, community health or safety, to protect University property, to restore operations, to reduce costs, or for such other reasons as deemed necessary by the

Executive Director of Residential Services or designee.

(b) **Administrative Action:** The Executive Director of Residential Services, or designee, may act administratively to maintain the residence hall living and learning environment by moving a student to a room other than the one to which he or she was initially assigned. In consultation with the appropriate university departments the Executive Director of Residential Services or designee may restrict guest privileges when there is a community health or safety concern. These actions shall become effective immediately without prior notice, are considered final, and not subject to further review. These actions shall become effective immediately without prior notice, are considered final, and not subject to further review.

(c) **UHAS Process:** Housing removal, relocation, suspension, probation, and warning, as well as restriction on guest privileges and financial housing restitution are all potential sanctions the University may impose through its University Hearing and Appeals System (UHAS), as set forth in the Northwestern Student Handbook. Administrative action taken in accordance with Section 17 of this Contract is not – and should not be construed as – a determination on the merits of any underlying disciplinary charge filed by or against an affected student(s).

(d) **Housing Removal:** Students removed from University housing for disciplinary reasons may be held responsible for paying any remaining room and board fees for the remaining portion of their contract term.

(e) **COVID-19 and other health or safety concerns:** I recognize that the University may need to make sudden changes to the campus environment due to health and safety concerns, including but not limited to concerns related to COVID-19, and that this may include (but is not limited to) requiring me to vacate my building on short notice, move rooms, and/or change housing plans for a given quarter.

18. **COURSE REGISTRATION.** Until all sums due and owing under this contract are fully paid, I understand that I may not register for future course work in the University or receive transcripts, diplomas, or degrees.

19. **CONTRACT ENFORCEABILITY.** Should any part of this Contract be held invalid or unenforceable or contrary to law, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect.

20. **CONTRACT CANCELLATION.** Students may request to cancel their housing contract for reasons outlined in the housing policy, entitled, "[Release From Contract](#)" on the NU Residential Services website. Submitting a cancellation request is not an automatic release from your contract, nor does it guarantee that you will be released from your housing contract. Each release request is reviewed on a case-by-case basis. If approved and depending upon the date you submit your cancellation request, you may be responsible for a \$300 cancellation fee or part/all of the contracted rate.

21. **HEADINGS:** The headings contained in this Contract are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

22. **PHOTO RELEASE:** The student grants to University permission for the Division of Student Affairs to: record Student's participation and appearance on videotape, audiotape, film, photograph or any other medium, whether now known or hereafter conceived or created (collectively, "Recordings"); use Student's name, likeness, voice and biographical material in connection with such Recordings; exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any legal purpose; including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such Recordings in its own name or to publish, to market and to license or assign rights in such Recordings without consideration, compensation, accounting or report to Student.

23. **MINORS:** If Student is under the age of 18 at the time of signing this Contract, Student and

their parent or guardian will be required to sign and accept the "Minor Students in the Residence Halls Contract Addendum" portion of this Contract, the terms of which are incorporated as part of this Contract.

24. **ILLINOIS LAW:** The laws of the State of Illinois shall govern this contract and any attachment or addendum hereto and shall govern any potential dispute arising out of this contract.

Minor Students in the Residence Halls Contract Addendum

(Minors: Students under the age of 18 years old)

The purpose of this contract addendum is to make certain that all minor students and their parent/guardian have a clear understanding of the implications of having a minor student live on campus at Northwestern University. It is important that all involved parties have a shared understanding of how the University views the presence of minor students in the residence halls, and how the staff will approach certain issues, should they arise, in this adult environment. As such, this document must be signed by the student and their parent or guardian and received by Residential Services before the student will be allowed to move on campus.

First, it is our expectation that both the student and their parent or guardian understand that the student will be living in an environment that is designed for adult students. The staff, therefore, will not be assuming the role of substitute parents to minor residents, nor will they monitor minor students' behavior or view their choices differently than they would those of students aged 18 years and older.

Secondly, Residential Services expects that the student and their parent or guardian have had a discussion of the realities and potential risks of living away from home in an adult environment, and that they have determined that the student has the maturity to live and function in this setting. We also expect that the student is empowered and capable of making day-to-day academic and life-style decisions and choices on their own. This is extremely important, as the student will be held accountable for their actions. Both the parents or guardians and minor student understand that the student will be subject to and expected to comply with the same Residence Hall Rules & Regulations <http://www.northwestern.edu/living/about-us/policies/index.html> as students who are 18 and over.

NOTE: If the resident is an emancipated minor, the resident may sign and submit this addendum without the signature of a parent/guardian, but a copy of the court documents that corroborate their emancipated status must be attached or already on file with Residential Services.