**PURDUE UNIVERSITY NORTHWEST | DEPARTMENT OF HOUSING AND RESIDENTIAL EDUCATION | HOUSING CONTRACT 2019-2020**

1. TERM. Subject to the terms of this Contract, the University agrees to provide housing for the Student for the 2019-2020 “Academic Year” contract beginning on the Friday before the first day of classes of the fall 2019 semester. The “Academic Year” contract shall end 48 hours after the Student’s last Spring 2019 semester final OR on the last day of final exams for the Spring 2020 semester (whichever circumstance comes first). The “Annual Year” Contract shall begin on the Friday before classes start for the Fall 2019 semester. The “Annual Year” contract shall end 48 hours after the Student’s last Summer 2020 final OR on the last day of final exams for the Summer 2020 session (whichever circumstance comes first). “Summer Only” contracts begin at 5:00pm the day before the start of summer 2019 session classes. “Summer Only” contracts end 48 hours after the Student’s last final OR on the last day of finals for the summer session (whichever circumstance comes first). In the event an emergency is declared by the University, students may be required to leave their assigned spaces early. The Student agrees to make payment of the assessed rates to the University for the assigned room for the term of this Contract according to the payment option and payment method selected. ONCE THE STUDENT ACCEPTS THE TERMS OF THE CONTRACT VIA THE ONLINE APPLICATION PORTAL OR SIGNS AND RETURNS AN APPROVED ALTERNATE FORM OF THIS CONTRACT, THE STUDENT WILL BE EXPECTED TO FULFILL ALL CONDITIONS STATED IN THE CONTRACT FOR THE ENTIRE PERIOD OF THE CONTRACT.
2. EARLY OCCUPANCY AND LATE CHECK OUT. Early arrival and/or late departure MUST BE pre-approved by the Executive Director of Housing and Residential Education or their designee. An additional per day charge will be assessed over and above the stated rate for the CONTRACT for early occupancy and/or late checkout.
3. ROOM ASSIGNMENT. The acceptance of a housing application and a $20.00 non-refundable application fee DOES NOT ensure a room assignment. Upon completion and with submission of the Housing Contract and the $200.00 housing deposit a room assignment will be considered. A completed immunization form must also be submitted in order to be considered for a room assignment. A room assignment is ensured ONLY when space is available and appropriate materials have been fully submitted.

The housing deposit is refundable until the terms of the contract have been accepted via the online housing portal or by physical signatures on an approved alternate contract by the student and Executive Director or their designee. *Submitting a complete Housing Contract and a $200.00 deposit does not guarantee a room assignment. Room assignments are limited and will be* *available on a first come, first served basis. A room assignment is reserved only upon execution of the Housing Contract by all parties.*  HRE reserves the rights of room assignment and of reassignment for the benefit of the individual student or the community. HRE endeavors to assign students to rooms based upon the housing preference of the individual Student. However, a specific housing assignment based upon the Student’s preference is not guaranteed or implied. HRE’s inability to honor housing preferences or preliminary room assignments shall not constitute a breach of this contract. HRE reserves the right to change room assignments for any reason deemed appropriate. In the event of a national or regional emergency, HRE reserves the right to reassign a Student and to increase the occupancy of apartments and rooms.

1. SUMMER ASSIGNMENTS. Students with Annual or Summer Only contracts may be re-assigned depending on the need for space for summer conference groups and special summer contracts.
2. E-MAIL NOTIFICATIONS. All assignment communications and information will be disseminated using the e-mail address provided by the applicant on the housing contract. University assigned email addresses will be used for the dissemination of all other communications.
3. IMPROPER CHECK OUT. Student agrees that a fee of $50.00 will be assessed by HRE for failure to properly check out of the assigned room at the end of the contract term.
4. USE OF ROOM. The Student agrees that the room assigned shall be used solely as a personal residence related to the Student’s enrollment at Purdue University Northwest and, in no event, shall the Student conduct any commercial activity. The Student agrees to keep the assigned room sanitary and safe at all times. The Student agrees to pay a reasonable cleaning fee if the Student fails to clean the assigned room after reasonable notice of the need to do so from HRE. If the Student’s housing assignment includes a suitemate or suitemates, the Student agrees to refrain from behavior that makes the room inhospitable to the suitemate or suitemates. The assigned room shall be occupied only by students to which the room is assigned. Occupancy for more than three (3) consecutive nights more than once per calendar month by any other person, shall constitute a breach of this contract. Furniture shall not be removed from the assigned room without prior approval. HRE reserves the right to enter the Student’s room for routine maintenance, health and safety inspections, and for emergency purposes consistent with the Student’s constitutional right to be free of unreasonable search and seizure. The Student agrees to be responsible for all damage to University property in the Student’s room. Additionally, the Student agrees that HRE may assess a general breakage charge for damage to common areas in cases where the identity of the responsible individual is not known. The Student agrees that a general breakage fee may be assessed to a floor, unit, wing or the entire housing unit to which the Student is assigned.
5. LOSS OR DAMAGE TO PROPERTY. The University shall have no responsibility for the theft, destruction, or loss of property belonging to or in the custody of the Student, from any cause whatsoever, whether such losses occur anywhere in University Village or in baggage handling related to shipment. Students are encouraged to carry their own renter’s or personal property insurance.
6. ENROLLMENT STATUS.  Students considered full time (Undergraduate = 12 or more credit hours; Graduate = 8 or more credit hours) will be given priority for campus housing.  In the event that campus housing is at capacity for the Fall 2019 term, the University reserves the right to rescind the Housing Contract for students who are not enrolled full time.  Students who are enrolled full time for the Fall 2019 semester as of 15 days prior to the start of the contract will be given highest priority. Full-time students who are new to housing will be given the next highest priority, followed by all other full-time students.  In the event that housing is at capacity for the Spring 2020 term, the University reserves the right to rescind the Housing Contract for students who are not enrolled full time.  Students who are enrolled full time for the Spring 2020 semester as of 15 days prior to the start of semester will be given highest priority. Full-time students who are new to housing will be given the next highest priority, followed by all other full-time students. Students who lived in housing during the Fall 2019 term *are not guaranteed Spring 2019 housing if they do not maintain their full time enrollment status.*  Students with the same level of priority will generally be considered based on the date the university has received all required contract materials. However, additional consideration will also be given to the student’s conduct history and length of tenure as a resident in campus housing.  Students who have resided in University Housing for 8 or more semesters will have the lowest priority among full time students.  For the purposes of this policy, a semester shall be defined as any part of the Fall and Spring semesters and shall exclude summer semesters. If, at any time, after the start of the housing contract, a resident student falls below full time status, the Department of Housing and Residential Education reserves the right, with two weeks’ notice, to remove the student from housing in the event there are full time students requesting housing.
7. GENERAL PROVISIONS.
   1. A student must be enrolled at Purdue University Northwest to be eligible to live in University Village. The execution and performance of the provisions of this Contract by the University are conditioned upon the Student’s fulfilling and maintaining the admission requirements, registration requirements, and financial requirements of Purdue University Northwest and HRE.
   2. The Student agrees that compliance with the terms of this Contract and all of the rules and regulations (as may be in force from time to time) of Purdue University Northwest, including those of University Village and University Village Student organizations (including payment each semester of dues established by the student organizations), is a condition of this Contract. **Violation of any term of this Contract or any rule or regulation of Purdue University Northwest and/or HRE shall entitle the University, at its sole option and without notice, to cancel this contract.** An election by the University not to exercise this option under this section shall not preclude or waive the exercise of that option in the event of continuing or subsequent violations.
   3. The Student agrees to accept responsibility for the actions of the Student and for the actions of their guests.
   4. Students and their guests are prohibited from consuming, transporting, and distributing alcohol; possessing or being in the presence of alcohol; or exhibiting disruptive behavior influenced by the use of alcohol. Regardless of age, alcohol is not allowed on the premises, unless otherwise designated by the *Resident Handbook.*
   5. Smoking and/or vaping is not permitted anywhere within University Village, on University Village property, or on the Purdue Northwest campus.
   6. Possession or consumption of illegal substances is not allowed and will result in student conduct proceedings and possible legal consequences.
   7. All weapons are strictly prohibited in University Village or on campus property, which includes all parking lots.
   8. The University reserves the right not to enter into and/or to terminate a contract for anyone who, in the sole discretion and judgment of HRE, represents a threat to the health or safety of University students, employees, or others in the University Village community.
   9. The University reserves the right, in its sole discretion and judgment, to determine that past behavior including, but not limited, to criminal activity is such that the interests of the University, University Students and employees and the University Village community, would best be served by the termination of the Contract. It is the policy of HRE that convicted sexual offenders shall not reside in University Village. If the University becomes aware that a student has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the University Village community environment, the University may not accept or may cancel the Contract.
   10. The Student agrees to update and complete all HRE-required forms, including but not limited to Missing Persons Contact, Emergency Information, Roommate Agreement, and Unit Condition Checklist.
   11. The Student agrees not to sell, sublease, or assign this Contract to anyone.
   12. The Student agrees to pay charges assessed under this Contract as provided in the Term, Early Occupancy and Late Check Out, Improper Check Out, Use of Room, Voluntary Cancellation and Non-Voluntary Cancellation Fees sections.
   13. The University reserves the right to cancel this Contract due to the inability or refusal of the Student to adjust to the concept and requirements of living in a student residence environment.
8. VOLUNTARY CANCELLATION BY THE STUDENT. The Student may voluntarily cancel this Contract at any time prior to 21 days before the end of the Contract upon paying the Voluntary Cancellation Fee and forfeiting their housing deposit. Cancellation for any reason other than
   1. withdrawal from the University, 2) being dropped by the University, or 3) cancellation by the University pursuant to Paragraph 10 of this Contract, 4) enters into a marriage, 5) requires a medical release, 6) demonstrates a significant change in familial financial circumstances, or 7) demonstrates a significant family concern that is documented and proven to directly impact the student shall be considered voluntary. The Voluntary Cancellation Fee shall be calculated as follows:
      * The Daily Rate = [(the total amount due under this Contract) ÷ (the number of days between the Starting Date and the Final Date)]
      * Voluntary Contract Cancellation Amount = [(the Daily Rate) x (the number of days between the Starting Date and the cancellation date) + [(.60) x (the Daily Rate) x (the number of days between the cancellation date and the Final Date)]
      * Voluntary Cancellation Fee = [(Voluntary Contract Cancellation Amount) – (the amount previously paid by the Student under this contract)]

If the amount previously paid by the Student under this contract exceeds the Voluntary Contract Cancellation Amount, the University will refund the excess to the Student, pending confirmation that all fees and/or fines that may have been assessed by HRE have been paid in full.

1. NON-VOLUNTARY CANCELLATION OF CONTRACT. If the Student cancels this Contract because the Student withdraws from the University or is dropped by the University, the Student will be charged a $200.00 cancellation fee. If cancellation due to student withdrawal under this Paragraph 12 occurs at the end of the Fall semester, the $200.00 cancellation fee will be waived if check out is completed no later than 48 hours after the student’s last final exam. If cancellation due to the student being dropped by the University occurs, the $200.00 cancellation fee will be waived if checkout is completed no later than 48 hours from when the student was notified by University staff of their drop status.

If the Student cancels this Contract under this Paragraph 12, and if the Student subsequently re-enrolls at the University within 330 days following the Starting Date, the Student will be deemed to have voluntarily cancelled this Contract pursuant to Paragraph 11. At the time of re-enrollment, the Student shall therefore pay the Voluntary Cancellation Fee calculated under Paragraph 11, less any Non-Voluntary Cancellation Fee which the Student shall have paid under this Paragraph 12. Failure to pay the full amount due will cancel the re-enrollment.

If the University cancels this Contract pursuant to Paragraph 10 of this Contract, the Student shall be charged a $200.00 cancellation fee and also be required to pay the Daily Room Rate (the total amount due under this contract) ÷ (the number of days between the Starting Date and the Final Date) for the balance of the term of the Contract.

1. ENCUMBRANCE. The Student hereby agrees that for so long as there is any sum due the University and related to this Contract, the University, at its sole option, may encumber the Student’s academic records. For purposes of this Contract, the term “encumber” shall mean that the University may lawfully refuse to surrender transcripts of the Student’s grades and courses and may refuse to permit the Student to enroll or register at the University for any academic term. This section shall not be construed as a waiver by the University of its Right to maintain any legal action against the Student in a court of competent jurisdiction. In the event the University files such legal action, the Student shall be liable for the University’s attorneys’ fees and any judgment entered shall be without relief from valuation and appraisement laws.
2. RATES SUBJECT TO CHANGE. Rates are subject to change by the Board of Trustees of Purdue University at the beginning of any semester or session. The Student shall either reject such new rates in writing within ten days after notice thereof has been forwarded to the Student or be conclusively deemed to have accepted such rate increase.
3. LATE ARRIVAL. Unless a Student requests an extension of the arrival period in writing from HRE, HRE is not obligated to hold a space reservation past 12:00 noon on the first day of classes. If the Student fails to check in prior to 12:00 noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the Student is subject to forfeiture of their housing deposit.
4. ABANDONMENT. HRE may determine in its sole discretion that the Student has abandoned the assigned room if (1) the Student, in HRE’s reasonable judgment, appears to have moved out; or (2) either the Contract Term has expired or the Student has not been in the room for five (5) consecutive days while any amount owed under this Contract is due and unpaid. If the Student has abandoned the Student’s room, then HRE may remove and dispose of the Student’s personal property. In addition, HRE will terminate this Contract and the Student will be charged 100% of this Contract term unpaid by the Student.
5. GOVERNING LAW. This Contract is to be governed by and construed in accordance with the laws of the State of Indiana. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Lake County, Indiana and the Student hereby consents to service of process from such courts.
6. SEVERABILITY. The invalidity of any provision of this Contract or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all the terms of this Contract shall be valid and enforceable to the fullest extent permitted by law.
7. CONVERSION POLICY. The Housing Contract may be converted from an Academic contract term to an Annual contract term if space allows. This conversion process takes place from April 1, 2020 – April 30, 2020. There is a conversion fee of $200.00 to convert the housing contract from an Academic to an Annual contract term. The contract may not be converted from an Annual to an Academic contract term. Students wishing to convert their contracts may need to be reassigned for summer housing.
8. IMMUNIZATIONS. All University Village Students are required to submit a completed Immunizations Information form.
9. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Contract terms.
10. FURNISHINGS. The University will furnish the Student’s apartment suite with only the following: a single bed, a mattress, a study desk, a desk chair, a shelving unit and nightstand/dresser.. The University will also furnish the shared living/dining area with only the following: a dining table w/ two to four chairs, a couch, a side chair, an end table, an entertainment center and a coffee table. Furnishings may not be removed from the apartment.

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