

2021-2022 Housing Contract Terms

INTRODUCTION: Please read this Contract carefully. It is a legally binding contract and contains important information. All material contained in this document is, and shall be deemed, an integral and binding part of this Contract. 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. It is Student's responsibility to become familiar with and to abide by all provisions of this Contract, and by executing this Contract, Student is acknowledging that they have done so. Student shall also comply with all rules, regulations, policies, and procedures set forth in the Office of Housing and Residential Education (HRE) Resident Handbook (<https://www.pnw.edu/housing/handbook/>) and Purdue University Northwest Student Code of Conduct, all of which are hereby incorporated by this reference.

- 1. TERM.** Subject to the terms of this Contract, the University agrees to provide housing for the Student for the 2021-2022 Academic Year contract beginning on the Friday before the first day of classes of the Fall 2021 semester. The contract shall end 48 hours after the Student's last Spring 2022 semester final OR on the last day of final exams for the Spring 2022 semester at 5:00pm (whichever circumstance comes first). The Spring Only contracts begin on the Friday before the first day of classes of the Spring 2022 semester. The Spring Only contract shall end 48 hours after the Student's last Spring 2022 semester final OR on the last day of final exams for the Spring 2022 semester at 5:00pm (whichever circumstance comes first). The Summer Only contract shall begin the day before the start of Summer 2022 session classes. The Summer Only contract shall end 48 hours after the Student's last final OR on the last day of finals for the summer session at 5:00pm (whichever circumstance comes first). In the event an emergency is declared by the University, students may be required to leave their assigned spaces early. Students who do not intend to stay for the spring semester will need to vacate their room 48 hours after the Student's last Fall 2021 semester final OR on the last day of final exams for the Fall 2021 semester at 5:00pm (whichever circumstance comes first). Applications submitted after the start of the contract Term will be processed and assigned as space is available. Students moving in after October 1 will be charged a daily rate for the remainder of the contract period. Academic contracts will not be accepted after November 1, 2021.
- 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. A per day charge will be assessed over and above the stated rate for the contract for early occupancy and/or late checkout. New international students' contracts will begin the Friday prior to the start of the contract period defined in section 1 due to New International Student Orientation. Any new international student that arrives prior to that Friday will be assessed over and above the stated rate for the contract for early occupancy.
- 3. BREAK PERIODS.** University Village will remain open throughout the terms listed in section 1 of this contract, including during semester recess, which is defined as: the Saturday of fall finals week at 5:00pm through the Saturday before the first day of classes at 8:00am; Saturday of spring finals week at 5:00pm through Sunday prior to start of Summer session 1 classes at 8:00am; Saturday of end of Summer session classes through the start of the next academic contracts (the "Break Periods"). Only students who plan to maintain their contracts fully, are eligible to stay in University Village over the Break Periods. Students not living in University Village for the next semester of their contract must vacate their rooms by the Saturday of their finals week at 5:00pm, absent prior written permission from HRE to remain in their rooms beyond this date. All students remaining in their assignment over the Break Periods, must maintain good conduct standing with the University.
- 4. 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, the \$200.00 housing deposit and the \$20.00 application fee 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 when space is available and appropriate materials have been fully submitted. 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. Failure to receive a housing assignment notification via email does not cancel the contract.
- 5. PAYMENT:** The Student agrees to make full payment of the assessed rates to the University for the assigned room for the term of this Contract by the date communicated by the PNW Bursars office. If not able to pay in full, the Student must set up a payment method within the first two weeks of the start of this contract. Any student assigned after the first day of this contract must provide proof of financial solvency to the Executive Director of HRE.
- 6. SUMMER ASSIGNMENTS.** Students with Summer Only contracts will be re-assigned depending on the need for space for summer conference groups and special summer contracts. Students entering into a Summer Contract acknowledge that they may have to move to a different assignment in the summer based on facility inventory. Summer assignments will be prioritized based on Fall 2022 housing assignments, students may be re-assigned from their Spring 2022 assignment based on priority and departmental need.
- 7. E-MAIL NOTIFICATIONS.** All assignment communications and information will be disseminated using the students PNW assigned e-mail address provided by Purdue University Northwest. HRE reserves the right to use the email address the applicant indicated on the housing contract as a secondary contact method. University assigned email addresses will be used for the dissemination of all communications from HRE.
- 8. 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.
- 9. 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 from the Student's room or other HRE facilities. 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 roommate or roommates, the Student agrees to refrain from behavior that makes the room inhospitable to the roommate or roommates. The assigned room shall be occupied only by students to which the room is assigned. Occupancy by individuals to whom the room is not assigned 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 by HRE. HRE reserves the right to enter the Student's room for routine maintenance, inspections related to the health and/or safety of residents, and for emergency purposes. **By signing this Agreement, the Student specifically consents to all such entries and inspections.** 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, apartment, wing or the entire building to which the Student is assigned.

10. **ROOM VACANCIES:** If a vacancy occurs in an apartment, the remaining Resident(s) must keep the apartment clean and ready for another resident to move into the room at any time.
 - a) If a space is available in a room, HRE may assign a roommate at any time without prior notification to the remaining Residents.
 - b) When a Resident leaves for Break Periods, rooms with vacancies must be ready to receive a roommate.
 - c) Any apartment determined to not be ready for a roommate at any time will be deemed a breach of this Contract. The Resident will then be taken through the conduct process and charged any fees deemed necessary. The Resident also agrees to immediately return the space to a state that is ready for a roommate.
 - d) Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as a failure to comply with the terms and conditions of this Contract and the Resident will be taken through the conduct process. Additionally, failure to maintain an apartment in a state ready to receive a roommate, failure to accept a roommate or failure to accept reassignment to another space may result in conduct action.
 - e) Residents agree not to create or maintain an unwelcoming, hostile, or intimidating environment with the intent to drive out a roommate. Violating this agreement will be considered, along with other breaches of this Contract, a disciplinary issue resulting in possible Student Conduct sanctions as well as financial responsibility for Termination and Cancellation Fees.
 - f) Students who have not applied and paid for a private bathroom may have a roommate assigned to share their bathroom at any time during the semester. Failure to accept a roommate may result in the private bathroom fee being assessed.
11. **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.
12. **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 2021 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 2021 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 2022 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 2021 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 2021 term are not guaranteed Spring 2022 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.
13. **GENERAL PROVISIONS.**
 - a) 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.
 - b) 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 is a breach of this Agreement and 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.
 - c) 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.
 - d) 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.
 - e) The Student agrees to update and complete all HRE-required electronic forms, including but not limited to Missing Persons Contact, Emergency Information, Roommate Agreement, and Room Condition Report.
 - f) The Student agrees not to sell, sublease, or assign this Contract to anyone.
 - g) 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.
 - h) 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.
 - i) While living in University Village, all students are responsible for their own care including maintaining personal hygiene as well as management of medical and mental health conditions or illnesses. Students with disabilities who require reasonable accommodations from HRE should contact the Disability Access Center at (219)989-2455 or at dac@pnw.edu. Disability-related personal needs are the

responsibility of individual students. Students are expected to use the various resources available to provide care for themselves. Students who demonstrate the inability or refusal to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan or have their contract terminated.

- j) During the 2021/2022 academic year, it is particularly important for all Students to be aware of and fully comply with the Purdue Northwest Housing COVID-19 Protocol found in Section 24 of this contract.

14. **CANCELLATION OF CONTRACT:** This Contract is for the Term/s, which corresponds to section 1 of this contract. To cancel, Students must submit a request for cancellation to HRE. Cancellation requests must be submitted online through the HRE website at: <https://www.pnw.edu/housing/forms-and-docs/>. Cancellation requests submitted by any other means will not be honored or processed. Student acknowledges and agrees that HRE reserves the right to assess the following cancellation fees in the event HRE agrees to the termination of this Contract: (See charts below).

- a) **Contract Cancellations Prior to start of Contract:** Students wishing to cancel their contract prior to the contract start date will be subject to the following cancellation fees (see chart below). Student acknowledges and agrees that HRE reserves the right to assess the following cancellation fees in the event HRE agrees to the early termination of this Contract.

| Effective Dates- Fall | Cancellation Charge | Contract Owed |
|---|----------------------------|---|
| Date of Contract Submission through April 16 th , 2021 | \$0 | \$0 |
| April 17 th - July 21 st , 2021 | \$200.00 (forfeit deposit) | \$0 |
| July 22 nd – August 19 th , 2021 | \$200.00 (forfeit deposit) | 25% of contract + daily rate when room was occupied (when applicable) |
| Effective Dates- Spring | Cancellation Charge | Contract Owed |
| Date of Contract Submission through December 11, 2021 | \$0 | \$0 |
| December 12 th - December 23 rd , 2021 | \$200.00 (forfeit deposit) | \$0 |
| December 23 rd , 2021-January 6 th , 2022 | \$200.00 (forfeit deposit) | 25% of contract + daily rate when room was occupied (when applicable) |

- b) **Contract Cancellations After Contract Start Date:** After the cancellation deadlines indicated in section 14.a, a student may be released from this contract early under limited circumstances upon receipt of the online Release from Housing Contract Petition form and accompanied by appropriate supporting documentation. Contract releases are not automatic. Contract cancellations under this section will be responsible for (1) prorated room charges that were incurred from the time they took occupancy until move out paperwork is completed and keys are returned and/or (2) a cancellation fee and/or (3) forfeiture of their deposit and/or (4) owing 60% of the remainder of the contract. Listed below are examples of these fees and reasons that would be considered. Other circumstances not listed below will be considered on a case by case basis. The student may cancel this contract at any time prior to 21 days before the end of the contract. Cancellations received 20 days prior to the end of the contract will receive no refund and forfeit deposit.

| Result in Prorated Fee | Result in Cancellation Fee | Result in Owing 60% of Remainder of Contract | Result in Owing 100% of Contract |
|---|-----------------------------|--|--|
| Graduation | Withdrawing from University | Moved out without HRE approval | Removed from Housing for Conduct Reasons |
| Significant Unforeseen Financial Hardship | Dismissal from University | Never moved in but registered for classes | Non-payment |
| Transferring | | | Serious or repeated HRE conduct violations |

15. **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 appraisal laws.

16. **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.

17. **DISPUTE OF CHARGES AND CANCELLATION FEES:** Any dispute over housing charges or cancellation fees assessed to a Resident's University account pursuant to this contract must be made in writing by the Resident. Appeal forms are available and should be completed at www.pnw.edu/housing/forms.

- a) Appeals can only be made after a charge has been assess to the Resident's University account and must be submitted within 90 days of the invoice for the charges or last date of residency.
- b) Should the Resident disagree with the decision, they may request in writing a review within 30 days of the original decision. The result of the review is final.

18. **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. When possible, HRE will hold a student's assignment for the first two weeks at the start of each semester.

19. **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.

20. **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.

21. **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.
22. **SUMMER HOUSING.** Residents wishing to continue living in University Village after completion of the academic year must complete a Summer Housing Contract between the first day of Spring classes and April 30, 2022 to receive a discounted housing rate for Summer 2022. Conversion fees will apply, please see the conversion form schedule that will be sent to each student via email in January. Students who complete a Summer Housing Contract after May 1, 2022 will be charged the Summer Only housing rate. Students entering into a Summer Contract acknowledge that they may have to move to a different assignment in the summer based on facility inventory.
23. **IMMUNIZATIONS.** All University Village Students are required to submit completed immunizations online through www.medproctor.com. Immunizations must be completed prior to assignment unless an appropriate waiver has been granted. Residents will be required to obtain a flu vaccine by October 31, 2021. Failure to provide proof of flu vaccination or provide a valid medical or religious reason for declining the vaccine by that date will result in cancellation of the resident's housing contract and remitting the balance owed as outlined in the cancellation policy of the housing contract.
24. **COVID-19 HOUSING PROTOCOL.** The University is committed to offering a safe experience in the residence halls; however, none of us can guarantee a COVID-19-free environment. While implementing the recommendations of the Center for Disease Control to mitigate risks, students should understand and acknowledge that exposure is a possibility.
 - a) **Health and Safety.** We expect that all members of the University Housing community—residents, staff and visitors—will take responsibility for their own health and safety and act in a manner that demonstrates respect and consideration for those around them. All residential students are prohibited from creating a health or safety hazard within University Housing, and the University may request or require a resident to leave University Housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or The Department of Housing and Residential Education as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, lounges, computer rooms, outdoor spaces and other common spaces.
 - b) **Quarantine/Isolation/Separation.** At any time, the University may request or require a resident to leave University Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from The Department of Housing and Residential Education to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the Housing Guidelines and may subject a student to emergency removal from their assigned space. Not all University Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from University Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.
25. **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.
26. **FURNISHINGS.** The University will furnish the Student's room 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 with 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 or assigned bedroom.
27. **EFFECT OF SIGNATURE:** By entering into this contract, you certify that you have read all the terms and conditions of the HRE 2021-2022 contract and agree to the terms stated therein. 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.