

2024-2025 Housing Contract Terms

Please read this Contract carefully. It is a legally binding contract and contains important information! INTRODUCTION: 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/forms/resident-handbook/) and Purdue University Northwest Student Code of Conduct (https://www.pnw.edu/dean-of-Students/policies/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 as follows:
 - a) Academic Year Contract: The 2024-2025 Academic Year contract begins on the Friday before the first day of classes of the Fall 2024 semester. The contract will begin even if the Student is unable to move into their space on the contract start date. Please reference Section 20 for additional information. The contract shall end 48 hours after the Student's last Spring 2025 semester final OR on the last day of final exams for the Spring 2025 semester at 5:00pm (whichever circumstance comes first).
 - b) Spring Only Contract: The Spring Only contract begins on the Friday before the first day of classes of the Spring 2025 semester. The contract will begin even if the Student is unable to move into their space on the contract start date. Please reference Section 20 for additional information. The Spring Only contract shall end 48 hours after the Student's last Spring 2025 semester final OR on the last day of final exams for the Spring 2025 semester at 5:00pm (whichever circumstance comes first).
 - c) Summer Only Contract: The Summer Only contract shall begin the day before the start of Summer 2025 session classes. The contract will begin even if the Student is unable to move into their space on the contract start date. Please reference Section 20 for additional information. 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 2024 semester final OR on the last day of final exams for the Fall 2024 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 1st will be charged a daily rate for the remainder of the contract period. Academic Year Contracts will not be accepted after October 15th, 2024. If a Student from a Waitlist is assigned a room after the standard contract start date, their contract begins the day they receive an assignment via email, whether or not they are able to move in on that date.

- 2. <u>ELIGIBILITY</u>: To be eligible for University housing, a Student must be 1) at least sixteen (16) years of age on the contract start date as set forth in Section 1 with a minor proxy housing contract agreement on file, and 2) enrolled as full time degree seeking Student (Undergraduate = 12 or more credit hours; Graduate = 8 or more credit hours) at Purdue University Northwest. Students in housing must continue to be classified as full-time Students in order to continue to live in housing, except when the Student is scheduled to graduate at the end of the academic term or as otherwise approved by HRE.
- 3. EARLY OCCUPANCY AND LATE CHECK OUT: Early arrival and/or late departure MUST BE pre-approved by the 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. Any Student that arrives without notice will be assessed a per day charge over and above the stated rate for their first nights stay.
- 4. BREAK PERIODS: University-provided housing 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 into the next term and continue enrollment with the University are eligible to stay in University-provided housing over the Break Periods. Students not living in University-provided housing 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 or risk being removed.

5. ROOM ASSIGNMENT:

- a) 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, the \$20.00 application fee, and vaccination records meeting the University's listed requirements, and any other University requirements, a room assignment will be considered. A room assignment is ensured ONLY when space is available, and all appropriate materials have been fully submitted.
- b) 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 Director or their designee. Additionally, in the case of Waitlisted Students, after the contract period has begun, the housing deposit is refundable if a Student cancels their contract while still in waitlist status, before receiving an assignment via email.
- c) 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.
- d) 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.
- e) In the event that campus housing is at capacity for the Fall 2024 or Spring 2025 term, the University reserves the right to rescind the Housing Contract for Students who are not enrolled full-time. Please reference the table in section 13 for registration deadlines.
 - Current Returning Students (those who, at the signing of this contract, have a room assignment)
 who are enrolled full-time for by their Registration Deadline will be given highest priority. Full-time
 Students who are new to housing and Previous Residents (those who have lived on campus in the
 past but do not currently, at the time of signing this contract) who are enrolled full-time by their
 Registration Deadline will be given the next highest priority.
 - 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 provided Housing for 8 or more semesters will have the lowest priority
 among full time Students.
- f) Waitlist: The goal of HRE is to offer housing to as many waitlisted Students as possible; however, we cannot guarantee that an on-campus residence hall assignment will be available to all waitlisted Students by the start of fall classes. Students will be automatically placed on a waiting list (pending space availability) should the University have demand that exceeds availability. If spaces are available, waitlisted Students will be contacted via PNW e-mail with an assignment. This assignment will be based on availability and may not be a room type the Student had listed in their application. While HRE will do their best to place the Student as successfully as possible, each Student on the waitlist will be given an available space when available and if the Student doesn't want to be/doesn't have a need to be placed in University Village, they should promptly remove themselves from the waitlist via the Housing Cancellation Form. Students should check their PNW e-mail daily Monday—Friday to ensure they do not miss an offer of housing. The Housing Contract is binding until Students are notified in writing that there are no vacancies.
 - Once Housing determines there will be space available, spaces may be offered to Part-Time
 Students on the Waitlist. Once Students on the waitlist are offered a space in University Village their
 charges will begin (as stated in section 1A of this contract.
 - If a Student on the waitlist declines placement in University Village, they will be charged a Cancellation Fee and be released from this contract.
 - Any Student that remains on the waitlist will be placed if space is made available.
- 6. <u>PAYMENT</u>: 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 Bursar's 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 Director of HRE before allowed to move in.

- a) If the Student is unable to secure payment or set up a payment plan with the University before the start of their contract and subsequent move-in, they will be required to attend an educational session with the Bursar's Office and Office of Financial Aid to help avoid defaulting on charges and subsequent removal from Housing.
- b) If payments are not received and a payment plan is not established by October 1st of the Fall Term, or February 1st of the Spring Term, the Student will be locked out of their assignment and their contract cancelled (see Section 15.b). Student will be removed from University-provided housing and will be responsible for 100% of the Contract amount.
- c) Students may return to Housing for any future academic terms only if their outstanding balance (including rent, fines, tuition, and fees) has been paid.
- d) Students with balances over \$300 will not be permitted to sign additional Housing contracts unless they are on an approved payment plan with the Bursar.
- e) Housing reserves the right to decline Housing contracts to any Student who has been previously unable to fulfill their financial obligations with regard to University Housing.
- f) The University may, at its sole discretion and in accordance with University policies, withhold services and housing from the Student or cancel this Contract if the Student fails to satisfy their financial obligations.
- 7. <u>SUMMER ASSIGNMENTS</u>: 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 2024 housing assignments, and Students may be re-assigned from their Spring 2024 assignment based on priority and departmental need.
- 8. <u>E-MAIL NOTIFICATIONS</u>: 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.
- 9. <u>IMPROPER CHECK OUT:</u> 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 or when this contract is terminated.
- 10. USE OF ROOM:
 - a) 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.
 - b) 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.
 - c) 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.
 - d) Furniture shall not be removed from the assigned room without prior approval by HRE.
 - e) HRE, as well as other Purdue University Northwest staff, reserves the right to enter the Student's room at any time, including weekends, holidays, and vacation periods, for routine maintenance and building service work, healthy and/or safety of residents, and for emergency purposes.
 - f) 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.
- 11. <u>ROOM VACANCIES</u>: 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 and taken through the HRE conduct process, where they will be charged any fees deemed necessary. The Resident also agrees to immediately (within 24 hours) return the space to a state that is deemed suitable by the HRE staff for a roommate to occupy.

- d) Refusal to accept a roommate or failure to accept reassignment to another room is 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.
- 12. 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-provided housing or in baggage handling related to shipment. Students are encouraged to carry their own renter's or personal property insurance.
- 13. <u>ENROLLMENT STATUS</u>: Only full-time registered PNW Students will be given priority for on campus housing. All Part-Time Students will automatically be placed on the Housing Waitlist. Any Student with a housing assignment that falls below full-time status during the semester will be allowed to remain in their assignment on a probationary status, if and only if, there are no Students on the waitlist. 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. Please reference the tables below for registration deadlines.
 - a) Deadlines:

Registration Deadline (Fall 2024)			
Current Residents	May 1, 2024		
Previous/New Residents	August 1, 2024		

Registration Deadline (Spring 2025)			
Current Residents	December 14, 2024		
Previous/New Residents	December 14, 2024		

- b) In the event that housing is at capacity for the Spring 2025 term, the University reserves the right to rescind the Housing Contract for Students who are not enrolled full-time. Please reference the table below for registration deadlines. Students who are enrolled full time for the Spring 2025 semester as of the Registration Deadline will be given highest priority. Students who lived in housing during the Fall 2024 term are not guaranteed Spring 2025 housing if they do not maintain their full-time enrollment status.
- 14. PRIORITY DEADLINE: Students whose application and whose application items (app fee, deposit, immunization) are completed by their respective Priority Deadline will be given, or shall maintain, priority placement within University-provided housing. If Returning/Current Students do not have their immunization items completed, they will not be eligible for Priority Placement. Any Student who applies and completes the housing application process after the Priority Deadlines below will be assigned based on application completion date and enrollment status (ie, full-time/part-time).

Priority Application Deadlines				
Fall 2024				
Current Residents	February 9, 2024			
Previous/New Residents	June 3, 2024			
Spring 2025				
Previous/New Residents	November 20, 2024			

15. GENERAL PROVISIONS:

- a) A Student must be enrolled full-time at Purdue University Northwest to be eligible to live in University-provided housing, except as set forth below. 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. The Student is subject to the Student Code of Conduct and may be required to move into another room or leave the residence halls if required to as a result of a conduct determination.
- 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 University-provided housing.
- 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-provided housing communities, 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-provided housing. 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-provided housing community environment, the University may not accept or may cancel the Contract at any time.
- e) The University reserves the right, in its sole discretion and judgment, to review any application of a Student previously removed from University-provided housing for conduct or financial reasons and deny or approve future Contracts based on review of the Student's conduct and/or financial status.
- f) 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. All contacts must be within the United States and or speak English.
- g) The Student agrees not to sell, sublease, or assign this Contract to anyone.
- h) 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, Cancellation of Contract section.
- i) 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.
- j) Students are responsible for their own actions and the actions of guests while on university property. This contract may be cancelled if the Student or a guest violates contract provisions, state law, federal law, University policies, or HRE policies.
- k) While living in University-provided housing, 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 Purdue University Northwest Accessibility Center at (219) 989-2455 or at pac @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.
- 16. <u>CANCELLATION OF CONTRACT</u>: 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. 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	Termination Fee	Contract Owed (Cancellation Fee)
Date of Contract Submission through April 12 th , 2024	\$0	\$0
April 13 th – July 19 th , 2024	\$200.00 (forfeit deposit)	\$0
July 20 th – August 15 th , 2024	\$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 9 th , 2024	\$0	\$0
December 10th- December 25th, 2024	\$200.00 (forfeit deposit)	\$0
December 26 th , 2024-January 9 th , 2025	\$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 15.a, a Student may be released from this contract early under limited circumstances upon receipt of the online Contract

Release Cancellation 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 (move-in date) until move-out paperwork is submitted and keys are returned; and/or (2) a termination fee which will result in either (a) forfeiture of their \$200 deposit or (b) an additional \$200 charge and/or (3) owing 60% of the remainder of the contract amount (Cancellation Fee). 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.

Result in Prorated Fee	Result in Termination Fee Only	Result in Cancellation Fee and Termination Fee	Result in Owing 100% of Contract and Termination Fee
Graduation	Withdrawing from University*	Moved out without HRE approval	Removed from Housing for Conduct Reasons
Significant Unforeseen Financial Hardship or Medical Release	Dismissal from University	No Show- Never moved in but registered for classes	Non-payment/Delinquent Account
Moved in but did/could not register for classes	Transferring*	Found off campus housing during contract period	Serious or repeated HRE conduct violations
Active duty for military service taking place during contract period			Failure to complete housing application items
Out of Area Internship/Study Away/Exchange Student			

* If a Student cancels their housing contract due to withdrawing/transfer from the University, and if the Student subsequently re-enrolls at the University within 330 days following the Starting date (section 1) the Student will be deemed to have voluntarily cancelled this Contract pursuant to Paragraph 15 of the contract terms. At the time of re-enrollment, the Student shall pay the 60% cancellation fee based on their checkout date. Failure to pay the full amount due will cancel the re-enrollment.

- c) Contract Cancellations Near End of Contract: All cancellations submitted and processed within twenty (20) days of the end-of-contract will not be prorated for the daily time in-hall; Students who do so will be required to pay the full contract amount and will be responsible for a cancellation fee.
- 17. <u>ENCUMBRANCE</u>: 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.
- 18. <u>RATES SUBJECT TO CHANGE:</u> 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.
- 19. <u>DISPUTE OF CHARGES (APPEAL) AND CANCELLATION FEES:</u> Any dispute over housing charges or cancellation fees assessed to a Student's University account pursuant to this contract must be made in writing by the Student. 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 Student's University account and must be submitted within 80 days of the charges appearing on Student account or last date of residency.
 - b) Should the Student disagree with the decision, they may submit an appeal in writing within 30 days of the original decision. The result of the appeal is final.
- 20. <u>LATE ARRIVAL</u>: Unless a Student requests an extension of the arrival period in writing from HRE within 48 hours of their assigned move-in date, HRE is not obligated to hold a space reservation past 12:00p.m. 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.
- 21. <u>ABANDONMENT</u>: 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 without written notification to HRE and without prior approval by the University; (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; or (3) the Student, in HRE's reasonable judgment, appears to have not moved into their assigned room. If the Student has abandoned the Student's room, HRE will terminate this contract and the Student will be held financially responsible for the entire Contract amount. Personal items left

- behind will be considered abandoned property. The University, in its sole discretion and without further notice, may dispose of the abandoned items as it deems appropriate and in accordance with any relevant policies or laws.
- 22. 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.
- 23. <u>SEVERABILITY</u>: 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.
- 24. <u>SUMMER HOUSING</u>: Residents wishing to continue living in University-provided housing after completion of the academic year must complete a Housing Contract Summer Extension between the first day of Spring classes and April 28, 2024 to receive a discounted housing rate for Summer 2024. Extension fees will apply, please see the conversion form schedule that will be sent to each Student via email in January. Students who miss the extension period noted above must complete a Summer Housing Contract after April 28, 2024 and will be charged the Summer Only housing rate. Students entering into a Summer Extension or Contract acknowledge that they may have to move to a different assignment in the summer based on facility inventory.
- 25. <u>IMMUNIZATIONS</u>: All University-provided housing Students are required to submit completed immunizations online through <u>www.medproctor.com</u>. Immunizations must be completed prior to assignment unless an appropriate waiver has been granted by the acting Director of Housing.
 - a) Once waivers have been granted, Students are required to fulfill the Immunization requirements (1) within two weeks of moving in to University-provided housing (as International residents) or (2) as soon as they are medically able to do so (as in the case with MMR and Meningococcal B/multi-dose vaccines). Failure to do so or communicate the delay to Housing staff will result in termination of the Housing Contract with responsibility for 100% of the Contract amount.
- 26. <u>COVID-19 HOUSING PROTOCOL:</u> 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 and as available. Removal from University Housing to isolate or quarantine does not constitute a termination of a residential Student's housing contract.
- 27. <u>FURNISHINGS:</u> 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.

- 28. <u>HEADINGS</u>: 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.
- 29. <u>EFFECT OF SIGNATURE</u>: By entering into this contract, you certify that you have read all the terms and conditions of the HRE 2024-2025 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.