

**2023-2024 HOUSING LICENSE AND MEAL PLAN AGREEMENT****1. DEFINITIONS:** As used herein, the term:

- a. "Academic Year" means August 24, 2023 or the date the student moves in (whichever is earlier), through May 10, 2024.
- b. "Fall Semester" means August 24, 2023 or the date the student moves in (whichever is earlier), through December 15, 2023.
- c. "Winter Break" means December 16, 2023 through 9 a.m. on January 13, 2024.
- d. "Spring Only" and "Spring Semester" mean January 13, 2024 or the date the student moves in (whichever is earlier), through May 10, 2024.
- e. "License Agreement" means this agreement and the terms, conditions, rules and regulations set forth in the housing portal, the [Standards of Residence](#) and the [Student Code of Conduct](#); which are incorporated by this reference as though fully set forth herein.

**2. TERM OF AGREEMENT**

- a. This is a binding agreement between Northern Arizona University (NAU), Campus Living, Campus Dining, and the student.
- b. All NAU students applying to live on campus must read and electronically or physically sign the License Agreement. If the student is under 18 at the time they electronically or physically sign the License Agreement, a parent or legal guardian electronic or physical signature is also required. Parent or legal guardian signature authorizes the student to enter the License Agreement, complete application steps in the housing portal and access their living unit without need for further signatures. Student, parent or legal guardian signature also demonstrates understanding that the student is financially liable for all charges and bound by the License Agreement.
- c. The term of this License Agreement becomes effective and binding upon electronic signature and continues until the residence halls close at the end of the spring semester; unless cancelled by NAU or the student prior to check-in, termination by Campus Living in accordance with this License Agreement's terms and conditions, or by an approved License Agreement Release after check-in.
- d. This License Agreement is for the entire Academic Year or Spring Only, as set forth in the housing application.
- e. Dates of occupancy may vary to accommodate changes in the academic calendar of the university.
- f. With the exception of campus living communities (CLCs) designated for winter break housing, all other CLCs will be closed and inaccessible during the winter break. Unless assigned to a designated winter break CLC, the student must vacate by 9 a.m. on the last day of the Fall Semester, but may leave personal belongings. Information about winter break housing options is available at [nau.edu/campus-living](http://nau.edu/campus-living); said information is incorporated by this reference as though fully set forth herein.

**3. TERMS AND CONDITIONS**

- a. The student agrees to payment of the \$100 non-refundable housing application fee within seven days of submitting the housing application. Failure to make the payment by the due date will result in the cancellation of the housing application.
- b. The relationship created by this License Agreement between NAU and the student is that of licensor and licensee, and not that of landlord and tenant.
- c. This License Agreement is for space only and NAU reserves the right to make changes in room assignments when the university deems it necessary.
- d. The student must be registered for, and complete, a minimum of twelve credit hours of coursework per semester (nine credits hours for graduate students), and be pursuing a degree to live in the CLCs. If space

has been made available to all full-time students, Campus Living will consider exceptions to this policy.

- e. The student must officially check out of the CLC within 24 hours if no longer enrolled in classes, withdraws or is withdrawn from NAU.
- f. This License Agreement is not transferable or assignable to any other person, organization, or department of Northern Arizona University. Sublicensing arrangements of any kind are prohibited.
- g. All first-year students living on campus are required to purchase a meal plan. Upper-division students may choose to purchase a meal plan. Initial selection of meal plan type occurs within the housing application. Changes to meal plan type can be made through the student LOUIE account. This License Agreement is binding for the full term of the chosen meal plan. Refer to Meal Plan Policies and Procedures at [nau.edu/dining](http://nau.edu/dining); said information is incorporated by this reference as though fully set forth herein.

#### **4. HOUSING RENT CONFIRMATION PAYMENT**

- a. A housing rent confirmation payment (HRCP) of \$175 is due on May 15, 2023 (November 15, 2023 for Spring Only). This payment applies toward first semester rent and confirms the student's intent to live on campus.
- b. If the housing application is received after May 15, 2023 (November 15, 2023 for Spring Only), the \$175 HRCP will be due within seven days of the charge being posted on the student account.
- c. If the \$175 HRCP is not paid by the posted due date, the housing application will be cancelled.
- d. If paid, the HRCP is only refundable for cancellations received by May 15, 2023 (November 15, 2023 for Spring Only).

#### **5. RENT AND MEAL PLAN PAYMENTS**

- a. After approval by the Arizona Board of Regents, rates will be available at [nau.edu/campus-living](http://nau.edu/campus-living) and [nau.edu/dining](http://nau.edu/dining); said information is incorporated by this reference as though fully set forth herein.
- b. **The student is responsible for both fall and spring semester housing rent and dining charges.** By taking occupancy of a living unit, the student specifically agrees to pay rent charges for the entire term of this License Agreement, regardless of the amount of time the student resides in the living unit.
- c. If applying for Spring Only, the student is financially responsible for the full Spring Only semester rent rate.
- d. Housing rent and meal plan payments must be made by the three installment due dates per semester posted on [nau.edu/campus-living](http://nau.edu/campus-living) and [nau.edu/dining](http://nau.edu/dining); said information is incorporated by this reference as though fully set forth herein. Academic year rent and meal plan charges are split 50% in the fall and 50% in the spring. Spring only charges are billed prior the start of the semester with three installment due dates.
- e. All charges are posted to the student LOUIE account at [nau.edu/louie/](http://nau.edu/louie/). Information regarding all payment options is available at [nau.edu/sdas/](http://nau.edu/sdas/); said information is incorporated by this reference as though fully set forth herein.
- f. A student receiving sufficient financial aid to cover tuition and housing rent may delay full payment until financial aid is disbursed at the beginning of the semester. When possible, financial aid recipients' full semester rent will be deducted automatically upon disbursement. The availability of financial aid, however, does not relieve the student of financial responsibility for all sums due under the License Agreement.
- g. Accounts with a past due balance are subject to applicable late fees per university guidelines. Detailed information related to late fees and collection costs is available at [nau.edu/sdas/](http://nau.edu/sdas/); said information is incorporated by this reference as though fully set forth herein.
- h. The License Agreement may be terminated upon failure to complete rent payments when due.
- i. NAU Campus Dining reserves the right to suspend a student's meal plan until payment or acceptable payment arrangements are made.
- j. The Arizona Board of Regents and/or NAU reserve the right to change housing rent rates and other charges and fees if circumstances require adjustments.

#### **6. OFFICIAL COMMUNICATION**

- a. All official communications are sent to the student's NAU email address as the primary method of communication.
- b. The student is responsible for checking NAU email on a regular basis and responding as requested.

## **7. CONDITIONS OF RESIDENCE**

- a. Room selection times/room assignments are based on date of housing application and space availability.
- b. Occupancy begins when the student accepts a key to the assigned room. Only students officially assigned and checked into a specific room may occupy that room.
- c. A student may occupy only one bed space in a shared room type, unless they have selected and been charged for a private room buyout. If the room is not a buyout, the student must ensure at all times that the other vacant bed space is clean and prepared for another assigned occupant to move in. In the event that the student takes occupancy of the other bed space or area of the room not assigned to them, the student will be held financially responsible for the buyout rate.
- d. Campus Living reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline/conduct, safety, health, or other administrative reasons.
- e. A transfer process exists in the housing portal for a student requesting to make a room or CLC transfer during the period of occupancy. Transfers may be limited due to timing or space availability, and must be approved by Campus Living. Said information is incorporated by this reference as though fully set forth herein.
- f. The student agrees to maintain the assigned living unit (including room and shared space in suites/apartments) in a safe manner and in good condition for the entire term of the License Agreement. Furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's living unit. It is the student's responsibility to restore the living unit to its original condition prior to checkout. Damages beyond reasonable wear will be billed to the student at the time damage occurs or when found upon the student checking out of their living unit.
- g. The student becomes responsible and liable for the room key upon check in. It is the student's responsibility to obtain and keep possession of the room key. When a key is lost or stolen, the student must inform Campus Living immediately. The student will be charged applicable key replacement and/or lock change fees for each time a new key is issued and/or locks are changed. The student is responsible for turning in the key at the time of check out, and if fails to do so, key replacement and/or lock change charges will apply.
- h. The student agrees to know, observe and comply with the terms and conditions of this License Agreement; all federal and state laws; all NAU policies and regulations governing student conduct including the Student Code of Conduct, Standards of Residence, and Appropriate Use of Information Technology Resources Policy; and any subsequent policies or regulations that the university adopts or publishes during the term of this License Agreement. Failure to do so may result in a sanction, administrative transfer to another room or termination of this License Agreement resulting in removal from housing.
- i. The student's living unit shall not be used for commercial purposes including attempting to solicit residents or others for commercial purposes. The use of campus housing facilities and/or property for commercial activities by residents, individuals or university organizations is prohibited.
- j. NAU staff, or other designated agents necessary to the operation of the CLCs, may be authorized by Campus Living to enter a student's living unit at any time to verify inventory records or occupancy; perform maintenance; enforce safety, health, Student Code of Conduct, Standards of Residence or other administrative policies; or during an emergency.
- k. NAU is not liable for loss, theft, or damaged personal property. NAU does not offer insurance coverage for personal property. The student should privately obtain insurance coverage for personal property and effects, if desired.

## **8. HEALTH AND SAFETY**

- a. Taking steps to reduce the risk of any spread of disease or risk to our community is the shared responsibility of every member of our community. The student agrees to abide by all CDC, local, state and federal health guidelines and university requirements.
- b. The student agrees to keep their personal living space in a sanitary condition and adhere to required sanitation standards and disinfectant protocols in shared spaces.
- c. For reasons of health and safety, pets, candles, incense, explosives, weapons, halogen lamps, water

furnishings, and some appliances are not permitted in student living units. Cooking is not permitted in traditional rooms; community kitchens are available for cooking. Students are responsible for abiding by university fire and safety regulations.

- d. Failure to comply with any of these guidelines may result in formal disciplinary action or termination of the License Agreement.
- e. Campus housing facilities and other buildings at NAU have been assumed or documented to contain asbestos in a variety of building materials. These materials do not pose any health risk as long as they remain undisturbed and maintained in good condition. Students are prohibited from performing any activities that would disturb or damage existing building materials in campus housing facilities. For more information, contact Environmental Health and Safety at 928-523-6435.
- f. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, property owners must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Review the federally approved pamphlet on lead poisoning prevention at [epa.gov/lead](http://epa.gov/lead). Licensor's Disclosure: NAU has no knowledge and no records or reports pertaining to lead-based paint and/or lead-based paint hazards in campus housing facilities.

## 9. CANCELLATION PRIOR TO OCCUPANCY

- a. Cancellations must be made through the housing portal prior to the first day of the License Agreement.
- b. Cancellations received by May 15, 2023 (November 15, 2023 for Spring Only) will not be subject to rent charges. Cancellations received after May 15, 2023 (November 15, 2023 for Spring Only) will forfeit the housing rent confirmation payment of \$175.
- c. Campus Living reserves the right to use space not occupied by 5 p.m. on the first day of classes. If the student needs to arrive later than the first day of class, communication must be provided by the student in advance to Campus Living in order to retain their assigned space.
- d. Cancellation of housing does not automatically cancel a selected meal plan. The student must contact Campus Dining to cancel a meal plan. Cancellation of a meal plan does not cancel housing.

## 10. TERMINATION OF LICENSE AGREEMENT

- a. The License Agreement is a binding financial agreement; therefore, the student must petition for release by submitting a License Agreement Release (LAR) request through the housing portal. An approved LAR is required for release from housing. It is the student's responsibility to supply all required documentation noted in the housing portal for a LAR request.
- b. A petition for release is considered **only** for the following five reasons:
  - i. Official withdrawal
  - ii. Not registered for classes
  - iii. Graduation
  - iv. Marriage, OR
  - v. Participation in a non-local program earning NAU credit, such as study abroad, internship or student teaching. This does not include remote learning if the student remains registered as a Flagstaff mountain campus student.
- c. Upon LAR approval, the student must complete the official online checkout process through the housing portal. If checking out before the end of the License Agreement term, rent is charged and must be paid until a LAR is approved and proper checkout is completed.
- d. If the student vacates the living unit without an approved written LAR from Campus Living, the student is held financially responsible for the entire term of the License Agreement, including the portion remaining after vacating the living unit. The student is still required to complete the online checkout process through the housing portal.
- e. Should the student vacate the living unit at any time during the term of the License Agreement and remain registered for classes, or later re-register during the term, the student is held responsible for rent and dining

charges for the entire term.

- f. Approved LAR requests will accrue a rent proration based on the following refund schedule:

<b>ACADEMIC YEAR CONTRACT</b>		
<b>Fall 2023 Semester</b>		
<b>Week #</b>	<b>Check-Out Dates</b>	<b>Refund % of semester</b>
1	On or before September 2, 2023	80%
2	September 3 - 9, 2023	60%
3	September 10 - 16, 2023	40%
4	September 17 - 23, 2023	20%
5 (or after)	On or after September 24, 2023	0%
<b>Spring 2024 Semester</b>		
<b>Week #</b>	<b>Check-Out Dates</b>	<b>Refund % of semester</b>
1	September 24, 2023 - January 20, 2024	80%
2	January 21 - 27, 2024	60%
3	January 28 - February 3, 2024	40%
4	February 4 - 10, 2024	20%
5 (or after)	On or after February 11, 2024	0%

<b>SPRING-ONLY CONTRACT (new incoming spring residents)</b>		
<b>Spring 2024 Semester</b>		
<b>Week #</b>	<b>Check-Out Dates</b>	<b>Refund % of semester</b>
1	On or before January 20, 2024	80%
2	January 21 - 27, 2024	60%
3	January 28 - February 3, 2024	40%
4	February 4 - 10, 2024	20%
5 (or after)	On or after February 11, 2024	0%

- g. Only if a student is released from their License Agreement will financial adjustments be made. Rent refunds, when applicable, are credited to the student's university account to pay outstanding university charges or refunded to the student. Once the refund schedule deadline for financial adjustments has passed, no rent adjustments will be made.
- h. Campus Living reserves the right to terminate this License Agreement by written notice with due process if a student fails to comply with any terms and conditions of this License Agreement, including but not limited to:
- i. Conduct or behaviors that disrupt the safety and security of the CLC or the educational environment, including but not limited to harming or threatening to harm oneself or others, or the use, misuse, possession, and/or sale of alcohol and/or other drugs
  - ii. Past due housing rent balances
- i. If the License Agreement is terminated for conduct reasons, the student will be charged rent through the effective date of removal or checkout date, whichever is later, and will be prorated according to the refund schedule above.
- j. In the event NAU suggests, encourages, or requires students to vacate the CLCs on the advisement, recommendation or requirement of federal, state and/or local authorities, the university may establish LAR requirements and processes in response to such circumstances. NAU will determine the amount, if any, of housing and meal plan adjustments, credits, or refunds. NAU may also extend the deadline for such adjustments, credits, or refunds beyond the normally established deadline.

## 11. MOVING OUT

- a. An official checkout consists of the student removing all personal belongings, cleaning, returning the living unit to the condition it was in at move-in, completing online checkout through the housing portal, and returning all keys to the CLC front desk.
- b. Upon checkout, a staff member will inspect the living unit for condition, including any damaged or missing items. The student will be billed for any damages, missing items, needs for cleaning and/or furniture resetting needs, or if they did not complete an official online checkout.
- c. The student is required to check out of the residence:
  - i. Within 24 hours after their last final exam, or by 9 a.m. on the last day of the term of the License Agreement, whichever comes first OR
  - ii. Within 24 hours after withdrawing from the university or no longer registered for classes
- d. If a student moves out of their living unit during or after the completion of the term of this License Agreement, and leaves personal property behind, the university may in its sole discretion, and following the passage of 14 days, dispose of that property. The student hereby agrees that a failure to remove personal property for 14 days after moving out shall constitute a knowing and voluntary relinquishment of any rights the student has with respect to that property and a total abandonment of that property. Therefore, under such circumstances, the student hereby agrees to waive any legal or equitable claims against the university it may otherwise have had with respect to that property. If the student decides to reclaim personal property left behind within that 14-day period, the university may charge a reasonable storage fee for the time the property was in the university's possession following the student's departure from the living unit, which fee the student shall pay before being entitled to reclaim the property.

## 12. FORCE MAJEURE

- a. The university assumes no responsibility for failure to perform any terms or conditions of this License Agreement due to any force majeure. For purposes of this agreement, the term "force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned above, which is beyond the control or authority of the university. Should the university choose (or be required) to close due to an emergency or force majeure or other exigency and/or choose (or be required) to temporarily or permanently suspend housing or housing services resulting from a force majeure, students will not be reimbursed, nor pro-rated, for any portion of the student's rent and/or meal plan. Nor will refunds or reimbursements be granted to students for rent who voluntarily choose to leave campus and/or campus housing relative to a force majeure. Nor shall recompense or compensation be provided to students for loss of a student's time in dealing with a displacement (either temporary or permanent) nor for the student's discomfort in connection with a force majeure event.

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.