

YEAR-ROUND FAMILY HOUSING LICENSE AGREEMENT REVISED 07/2023

1. DEFINITIONS: As used herein, the term:

- a. "Month-to-month" means a renewable term of one month, with the License Agreement being renewed at the end of each month.
- b. "Intent to Vacate" means the student is required to provide Campus Living a 30-day notice of intent to move out of the family housing unit.
- c. "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, and the student signing this agreement.
- b. All NAU students applying to live on campus must read and electronically or physically sign the License Agreement. Student signature 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 check-in to the family housing unit; 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 the date submitted on the intent to vacate.

3. TERMS AND CONDITIONS

- a. The student agrees to payment of the \$100 non-refundable housing application fee within seven days of being offered and acceptance of a family housing living unit. 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. During the period of occupancy, the student must register and complete at least 12 undergraduate credit hours (9 graduate credit hours) each semester during the regular academic year.
- e. 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 family housing. The student must enroll and complete a minimum of three credit hours for the summer or be pre-registered full-time for the fall semester.
- f. The student must officially check out of the CLC within 48 hours if no longer enrolled in classes, withdraws, or is withdrawn from NAU.
- g. 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.
- h. Only the immediate family (spouse, dependents under the age of 18) of the student may live in the family housing unit. Individuals 18 years and older may not reside in family housing as dependents unless they are enrolled in and attending high school. Any exception must be requested in writing to Campus Living prior to moving in.
- i. The following documentation (where applicable) must be provided to Campus Living before the License Agreement will be considered complete: marriage license, birth certificates of children, and where

applicable in the case of divorced parents, papers proving custody of minor children.

- j. A student's spouse and/or children must reside with the student at all times for the student to remain eligible for family housing. The absence of the student's spouse and/or children may result in reassignment or removal from family housing. Any exception must be requested in writing to Campus Living to be considered.
- k. Each apartment has a maximum occupancy of 5 total occupants.
- l. If any change is made to the original License Agreement (e.g. adding a new baby, removing family members, spouse becomes a student, etc.), the student must submit a new and updated License Agreement to Campus Living, as well as supporting documentation (marriage license, birth certificate, etc.) within 5 business days of the change.
- m. The maximum length of occupancy for any student family is four calendar years. Students must be pursuing a degree program within the four-year maximum occupancy. Any exception must be requested in writing to Campus Living to be considered.

4. RENT AND MEAL PLAN PAYMENTS

- a. After approval by the Arizona Board of Regents, rates will be available at nau.edu/campus-living; said information is incorporated by this reference as though fully set forth herein.
- b. The student agrees to pay the university those charges as prescribed by the Arizona Board of Regents for rent owed according to the terms of this License Agreement. The annual change in rent goes into effect on August 1 of each year.
- c. The first full month's rent is due upon move-in. If the move-in date is not on the first day of a month, the second month will be prorated based on the move-in date. After move-in, rent is due on the first day of each month. Rent is considered delinquent by the second day of each month.
- d. All charges are posted to the student LOUIE account at nau.edu/louie/. Information regarding all payment options is available at nau.edu/sdas/; said information is incorporated by this reference as though fully set forth herein.
- e. 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.
- f. 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/; said information is incorporated by this reference as though fully set forth herein.
- g. The License Agreement may be terminated upon failure to complete rent payments when due.
- h. 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.

5. 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.

6. CONDITIONS OF RESIDENCE

- a. Apartment assignments will be made according to family size, date of housing application, and space availability.
- b. Occupancy begins when the student accepts a key to the assigned apartment. Only students and family members listed on the application, officially assigned and checked into a specific apartment may occupy that apartment.
- c. Campus Living reserves the right to change or cancel apartment assignments at any time due to academic ineligibility, discipline/conduct, safety, health, or other administrative reasons.
- d. The student agrees to maintain the assigned living unit 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 check-out. 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.

- e. The student becomes responsible and liable for the apartment key upon check-in. It is the student's responsibility to obtain and keep possession of the apartment 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 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.
- f. 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, Family Housing Policies at nau.edu/campus-living/family-housing-handbook/ 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 or termination of this License Agreement resulting in removal from housing.
- g. 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.
- h. 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.
- i. 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.
- j. Students with children are responsible for the behavior and supervision of their children in or around university premises. Children 8 years old and under are to have direct, immediate supervision at all times. Children 9-12 years old must have a parent or a responsible caregiver present in the complex. Children under 12 years of age are not permitted to provide direct supervision for children less than 6 years of age.

7. 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. 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. 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.

8. CANCELLATION PRIOR TO OCCUPANCY

- a. Cancellations must be made through the housing portal prior to the first day of the License Agreement.
- b. Campus Living reserves the right to use space not occupied by 5 p.m. on the scheduled arrival date. If the student needs to arrive later than the scheduled arrival date, communication must be provided by the student in advance to Campus Living to retain their assigned space.

9. TERMINATION OF LICENSE AGREEMENT

- a. The student is required to provide a 30-day notice to terminate their License Agreement by submitting an Intent to Vacate through the housing portal. Failure to submit a 30-day notice will result in the student being charged a full thirty days' rent from the date of check-out.
- b. Rent refunds, when applicable, are credited to the student's university account to pay outstanding university charges or refunded to the student.
- c. Campus Living reserves the right to terminate this License Agreement by written notice with due process and in accordance with Arizona State Statutes 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
- d. If the License Agreement is terminated for conduct reasons, the student will be charged rent through the effective date of removal or check-out date, whichever is later, and eligible for prorated rent.
- e. 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 License Agreement Release requirements and processes in response to such circumstances. NAU will determine the amount, if any, of housing adjustments, credits, or refunds.

10. MOVING OUT

- a. An official check-out consists of the student removing all personal belongings, cleaning, returning the living unit to the condition it was in at move-in, completing online check-out through the housing portal, and returning all keys to the CLC front desk.
- b. Upon check-out, 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 check-out.
- c. 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.

11. 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.