



2022-23 Housing Residence Agreement

Residence Agreement Terms and Conditions

Welcome to NDNU Housing! This Residence Agreement includes the legal terms, conditions and policies you agree to each time you file a **Housing Application**. The Residence Agreement sets forth the expectations of NDNU to ensure that you and others in your community have a successful year in housing. Please feel free to send any questions you may have by email to housing@ndnu.edu.

General Provisions

This Residence Agreement is legal and binding. Please read and fully understand the terms of this Agreement.

By accepting the Residence Agreement, you are agreeing to abide by the legal terms, conditions and policies established by NDNU. This Agreement becomes valid once you have been assigned a space provided by NDNU Student Housing. The Agreement remains binding for the duration of the applicable university calendar year for all of the terms a student is in residence during that calendar year.

By agreeing to the terms of the Residence Agreement, you agree to pay the required room rates, and any other miscellaneous fees established by NDNU for the student residence to which you are assigned for your contract period.

You also agree to be considerate of other residents and all staff; and to respect the rights of others at all times. **Housing Rules & Regulations** cover expectations while living in housing. Students who are authorized to move in early or stay late are responsible for any applicable housing charges as established by NDNU for early arrival or late departure.

The Residence Agreement is not a lease and is not subject to California landlord-tenant laws. It is a license to occupy institutional housing as part of the academic community that NDNU has created as an integral aspect of the academic experience. A license is a revocable contract, and as such, NDNU retains the right to revoke the right to occupy NDNU residences at any time. This Agreement does not grant rights to or possession of a particular room or residence or type of housing (further references in this Agreement to "room" shall mean a room, apartment, and/or suite). Individual students have no entitlement to live in a specific residence. You may be

temporarily or permanently relocated to other housing or denied the privilege to live in any NDNU housing at any time in accordance with NDNU policies or as required by law.

Conduct in violation of the rights of others; unlawful discrimination, including on the basis of sex, gender or sexual orientation (Title IX violations); misrepresentation of facts during the assignment process or on your housing application; or violation of any of the terms of this Residence Agreement is grounds for the immediate termination of your occupancy and/or the withdrawal of future university housing privileges, and may result in disciplinary action. Students deemed ineligible for university housing and denied housing privileges for violation(s) of this Agreement remain financially liable for the entire term of the semester in which they are removed. The determination of violations of this Agreement and all decisions regarding petitions for exceptions to any policies in this Agreement are made by the Provost or their designee.

Governing Law and Claims

Governing Law. This Residence Agreement is to be construed and interpreted in accordance with the laws of the State of California, excluding its conflict-of-laws rules.

Jurisdiction and Venue. The venue for any legal action involving this Residence Agreement will be the Superior Court of California in the County of San Mateo. Exclusive jurisdiction as to any claim or action arising out of or relating to this Residence Agreement shall be in this Court, and you and NDNU hereby submit to the personal jurisdiction of this Court with respect to such claims and actions.

Eligibility for University Housing

Academic-year Eligibility

To be eligible to move into or live in NDNU housing during the academic year (fall, spring and summer semesters for all students), you must be an enrolled student as determined by the Office of the Registrar during each semester of occupancy, be in good academic and financial standing, and have no enrollment or housing holds.

If you choose not to enroll at NDNU, terminate your enrollment, are suspended or expelled from the NDNU, or have a housing hold placed on your account, you must file the **Termination of Occupancy** Form, vacate your residence, and return your key(s) immediately. Students auditing classes are not eligible for housing.

Graduate Students

- Must be enrolled in a minimum of nine units.
- Graduate students who are approved in their last semester and submit documentation from the Registrar that the courses they are enrolled in will complete their graduation requirements are eligible to continue their Residence Agreement even if enrolled in fewer than nine units but also can file a **Termination of Occupancy** form to end their contract.

Eligibility and Occupancy Requirements for Specific Categories of Housing

Single Student Housing

This housing is available to students who are attending NDNU by themselves. If you live in Single Housing, occupancy of your room shall be limited to you and your roommate(s), if any. When approved by the Office of Housing, a documented live-in personal care attendant may live with a student.

Couples Housing

This housing is available to students without minor children who are living with their spouse or domestic partner. For the purposes of this Agreement, a domestic partnership is defined as an established, long-term romantic partnership with an exclusive mutual commitment in which the partners share the necessities of life and ongoing responsibility for their common welfare.

Couples Housing occupancy is limited to you and the spouse/partner listed on your housing application, with the exception of a documented live-in personal care attendant. Couples made up of two NDNU students living in the same housing situation must both apply for Single Student Housing if their relationship dissolves. They will be assigned to single student housing. Student spouses who are not NDNU students are not eligible to stay in an apartment or apply for Single Student Housing if the NDNU student moves away, the relationship dissolves, or the NDNU student is living away from NDNU while enrolled.

Contract Start and End Dates

You are required to pay for all contracted dates even if you move in after your contract start date or move out before your contract end date. Additionally, if you are approved to move into your housing before your contract begins or stay after your contract ends, you will pay for these additional days in housing at the per diem rate.

Your room will not be considered vacated until all belongings are removed and the key is returned to the Director of Facilities. If a key has been lost, you must send notification in writing to housing@ndnu.edu. Students will be charged for their room, including unauthorized occupancy charges, if applicable, until the Facilities office has confirmed that the room has been vacated.

Unauthorized Occupancy

If you refuse to vacate a room or residence when no longer authorized to remain in NDNU housing, you will be liable for any costs incurred by NDNU in removing such student, including attorneys' fees, court costs, or storage fees. You may not remain as a guest in someone else's room after checking out. Occupying a room or residence without authorization may result in withdrawal of current and/or future housing privileges and/or referral to the Office of the Provost.

Additionally, if you or your guest occupies a room or residence without authorization, you will be charged an administrative fee of \$100 for unauthorized occupancy for each day or portion thereof until the space is completely vacated.

Cancelling or Terminating Your Residence Agreement

You can cancel your assignment up until the time you accept your key and/or move into housing with the payment of an administrative fee (shown below). If you wish to terminate your contract after you have picked up your key or moved into housing, you will need to apply to terminate by filing a **Termination of Occupancy** Form. There may be administrative fees and/or housing charges required for terminating your contract and vacating your residence early (see Terminating your Agreement below). The administrative fees are determined by the date that you cancel your assignment or fail to move into housing. Subject to the payment of the administrative fees described below, NDNU will credit any housing charges for the cancelled period.

Pre-occupancy Cancellation Dates and Administrative Fees

NDNU has established certain administrative fees (the “administrative fees”) to compensate NDNU for the cost of administering requests for particular exceptions to the terms of this Agreement, and in some instances to reflect the damages NDNU is likely to suffer as a result of noncompliance with this Agreement. By signing this Agreement, you agree that the administrative fees are a reasonable estimate of the additional administrative costs that will be incurred by NDNU in these circumstances, and the administrative fees are presumed to be the amount of damage or expense NDNU will sustain, since it would be impracticable or extremely difficult to fix the actual cost or expense.

Academic Term	Cancellation Dates & Administrative Fees
Fall Semester	10 days prior to the start of the semester – \$100 1-10 days after the start of the semester – \$100 More than 10 days after the start of the semester – \$200
Spring Semester	10 days prior to the start of the semester – \$100 1-10 days after the start of the semester – \$100 More than 10 days after the start of the semester – \$200
Summer Semester	10 days prior to the start of the semester – \$100 1-10 days after the start of the semester – \$100 More than 10 days after the start of the semester – \$200

Terminating your Agreement After Moving in to Housing

Permitted Reasons to be Released from Your Residence Agreement

You will be released from your Residence Agreement without charge if you:

1. File a **Termination of Occupancy** Form by the end of the fifth week of the semester prior to the semester in which you are leaving. For example, if you wish to move out at the end of the fall semester or during spring semester, you must file your **Termination of Occupancy** form before the end of the 5th week of fall semester.
2. Meet one of the following criteria to be released without a fee:
 - a. *Eligibility has ended:* You are or will no longer be eligible for housing (e.g. no longer enrolled, taking or placed on leave of absence, housing hold, etc.).
 - b. *Studying or conducting research away from the Bay Area in an approved NDNU program:* You will be an enrolled student, but will be studying or doing research outside of the Bay Area

If you are released from your Residence Agreement for any of these permitted reasons, NDNU will credit a pro-rata portion of any housing charges billed for the academic term minus any applicable fees described herein, from the effective date of termination until the end of the applicable academic term.

NDNU-Initiated Termination of Agreement

NDNU may terminate your Agreement under any of the following circumstances.

1. *You are no longer eligible for housing and did not file a Termination of Occupancy form:* If you lose eligibility for housing you must move out of housing immediately. Students who refuse to move out after being notified that they are no longer eligible for housing will be charged unauthorized occupancy administrative fees until they move out of housing (\$100 per day).
2. *You breached the terms of the Residence Agreement:* NDNU may terminate this Agreement and a student's occupancy rights at any time after giving notice for any of the following reasons.
 - a. You have failed to pay any amount due to NDNU under this Agreement.
 - b. You have breached this Agreement (including, but not limited to, a breach of NDNU residence policies, conduct in violation of the rights of others, misrepresentation of facts during application or assignment process). Termination by NDNU does not terminate your obligation to pay housing charges.
3. *Emergency Situation:* NDNU may terminate this Agreement and your occupancy rights at any time after giving you notice for the following reasons:
 - a. If NDNU is closed or experiencing an emergency, NDNU immediately and without notice may terminate this Residence Agreement and close residences and/or terminate this Housing Residence Agreement. Whether NDNU is experiencing an emergency under this provision is to be determined at the sole discretion of NDNU. A campus emergency includes any emergency, even if it is within NDNU's control and/or authority, which may threaten the safety and wellbeing of its students, employees and/or community members.
 - b. If an on-campus residence is totally or partially destroyed or becomes temporarily or permanently uninhabitable by any cause, NDNU is not obligated to rebuild or replace it, and may terminate occupancy and all residence contracts upon notice to residents.
 - c. NDNU assumes no responsibility, and will not be deemed in default of this Residence Agreement, for any delay or failure to perform any terms or conditions of this Residence Agreement or modification to accommodations due to any unforeseen circumstances. In the event of such circumstances, you are required to pay for housing for as long as you remain in housing. The term "unforeseen circumstances" shall mean fire, earthquake, flood, act of

God, strikes, work stoppages or other labor disturbances, riots or civil commotions, crimes, 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 NDNU and either makes performance of the Residence Agreement illegal, impractical, and/or in the reasonable judgement of NDNU, threatens the safety and wellness of its students, employees and/or community members

Rate, Billing, and Payment Information

Room Fees

Housing charges are based on the room rates that are approved for the 2022-2023 university calendar year. The apartments at NDNU are charged at a rate of \$7,500 per semester or \$22,500 per year.

If two NDNU students share an apartment space, each student will be charged \$3,750 per semester or \$11,250 per year.

If three NDNU students share an apartment space, each student will be charged \$2,500 per semester or \$7,500 per year."

Security Deposit Charges

NDNU requires a security deposit which can only be used by NDNU for four reasons:

1. For unpaid housing payments;
2. For cleaning the housing unit when you move out, but only to make the unit as clean as it was when you first moved in;
3. For repair of damages, other than normal wear and tear, caused by the you or your guests; and
4. For the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), due to damage other than normal wear and tear.

NDNU can withhold from the security deposit only those amounts that are reasonably necessary. The security deposit cannot be used for repairing defects that existed in the unit before you moved in, for conditions caused by normal wear and tear during tenancy or previous tenancies, or for cleaning a rental unit that is as clean as it was when the existing tenant moved in.

You will have the opportunity to conduct a walkthrough of your unit at the point of moving in, and upon move out using an assessment tool called the Room Inventory form. You will receive a copy of the completed room inventory for your own records each time one is conducted.

You will receive a statement of the charges to be assessed which would apply against the Security Deposit. Questions about any charge can be directed to housing@ndnu.edu.

For a student who takes the apartment as a solo renter without any roommates, the Security Deposit held will be \$1,875.

If two NDNU students share an apartment space, each student will be required to provide \$1,400 for their security deposit.

If three NDNU students share an apartment space, each student will be required to provide \$900 for their security deposit.

Billing Information

Charges for room, administrative fees, and any security deposit costs are charged for each academic semester or when the fee is assessed. If you change residences during the year, your rates may also change. You agree to pay the rates for the new assignment starting on your move. All billing disputes must be raised with the Business Office.

Payment Information

Outstanding balances not paid by the due date may result in late fees and holds on your account that block enrollment and degree conferral. Acceptance of payment of delinquent housing charges does not waive NDNU's right to terminate your occupancy for any other breach of this Agreement. Acceptance of partial payment of delinquent housing charges does not waive NDNU's right to terminate your occupancy for failure to pay other outstanding housing charges.

All fees, charges and payments described in this Residence Agreement are not subject to refund or credit, except as expressly provided in this Agreement.

Building Security

NDNU policy is to secure residences 24 hours per day, seven days per week. Students are expected to ensure that doors latch behind them when they enter or leave a building and to not prop doors open. All security failures must be reported as soon as they are found to Public Safety.

Keys

Students in single student housing receive one key to their apartment. In housing containing multiple tenants, each student will receive one key at check-in. You are responsible for the keys issued to you. Only residents noted on housing contracts will be issued an apartment key; guests or service providers will not be issued keys. Keys may not be duplicated, and a non-university locksmith may not alter or repair a lock. Students found violating this policy will be charged an administrative fee of \$150 for the re-keying and have the incident referred to the students Dean or the Provost.

If your key is damaged, return the key to the Facilities Department and it will be replaced without a fee as long as the key is identifiable as the one you were issued. Lost keys must be reported immediately. If a door must be re-keyed because of a lost key, the student(s) responsible for losing the key is charged for the re-keying. Students who fail to return key(s) issued to them to the Conference Services Office or the Facilities Department on the day and time of their expected move-out are charged to re-key their room.

Lock-Outs

If you are locked out, call Public Safety (650) 504-0656 for after-hours lockout assistance. A member of Public Safety will respond and assist you after you present an NDNU ID or government-issued ID to confirm residency and identity. After-hours lock out assistance is free for the first service provided but students are subject to administrative fees of \$50 for additional lock out requests.

Residence Agreement Policies and Procedures

By submitting your housing application and agreeing to the terms of the Housing Residence Agreement and the **NDNU Housing Rules and Regulations**, you are agreeing to abide by all Policies and Procedures stated in this document. Students are expected to read and familiarize themselves with these policies at the start of each semester in residence. NDNU reserves the right to make changes to the Housing Residence Agreement and related Policies at any time without prior notice. The most recent Housing Residence Agreement will be available on the NDNU housing webpage.

Signed Name _____ Date _____

Printed Name _____ Date _____