#### Department of Housing and Residential Life Residence Hall and Dining License Agreement 2021-2022

Undergraduate/Graduate/Law Students

## Introduction

Northeastern University's Housing and Residential Life system provides housing each term to eligible students. Accommodations include housing owned, leased, licensed, or controlled by the University. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Guide to Residence Hall Living, the Student Handbook, the Residence Hall and Dining License Agreement, applicable University COVID-19 policies and procedures, and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

## Acceptance of the License Agreement

In order to live in University housing, a student must read and agree to the terms of the 2021-2022 Residence Hall and Dining License Agreement (the "License Agreement") at the time the application is submitted. By signing the License Agreement online and/or by accepting keys or a keycard to enter a licensed room, suite, or apartment, the student shall be deemed to have acknowledged and accepted the terms and conditions of this agreement. Acceptance of the terms of the License Agreement, and applying to become a licensee, does not guarantee the student a space in University housing. Failure to accept the License Agreement may result in loss of housing privileges.

The University may, in its sole discretion, revoke this License Agreement and/or bring disciplinary action against a student for violations of any University policy or the terms of this License Agreement, the Guide to Residence Hall Living, or the Student Handbook. Students must comply with all requirements related to disciplinary proceedings, including but not limited to summonses to conferences or student-conduct hearings. Notices to a student will be considered received by the student if given to the student personally, e-mailed to the student's University e-mail account, mailed to the student's home address, or delivered to the student's on-campus mailbox.

If the University obtains legal services due to a student's violation of this License Agreement, or policies contained in either the Guide to Residence Hall Living or the Student Handbook, then that student must pay to the University (1) the costs of such legal services, including attorney's fees, and (2) any other related cost, in each case whether or not formal legal action is taken.

## Eligibility

I. Fall and Spring Semesters

During Fall and Spring Semesters, University housing is available only to full-time undergraduate and graduate students matriculated in a degree-granting program. All eligible students may apply for housing during the designated application periods. First year and second year students, who entered as traditional first years or through the NUin Program, are required to live in University housing unless they have successfully waived the residency requirement through the Residency Waiver process.

II. Summer Sessions I and II

Summer Session Housing eligibility is expanded, on a space available basis, to Northeastern students taking part-time coursework, working full-time on campus during the summer terms, or matriculating as a full-time undergraduate or graduate student in the terms prior to and following the summer term. First year students participating in NUterm session are required to live in University housing for NUterm session unless they have successfully waived the residency requirement through the Residency Waiver process or are participating in online or part-time coursework.

*III. Law Students (Fall and Spring Semester)* 

During Fall and Spring semesters, University housing is available to full-time law students matriculated in a degree granting program on a space available basis. All eligible students may apply for housing during the designated application periods.

## IV. Law Students (Summer Semester)

Summer semester housing eligibility is expanded, on a space available basis, to Northeastern students taking part-time coursework, working full-time on campus during the summer, participating in bar exam review, or matriculating as full-time law student in the semesters prior to and following the summer semester.

V. Residency Requirement

All first year and second year students, who entered as traditional first years or through the NUin Program, are required to live in University housing while taking classes or on a co-op assignment in the Boston area. This policy is in place due to the significant link between academic success and participation in the Residential Life program.

VI. Family Housing

The University does not provide housing for married couples, spousal equivalents, or dependent children. *VII. Age of Residents* 

All students residing in University housing that are under the age of 18 at the time of move-in must have a parent or legal guardian sign the License Agreement with the University prior to their move-in date.

# Length of Assignment

## I. First Year Students

The License Agreement period may be for up to one academic year, defined as two [2] consecutive terms, except for intersession periods when the residence halls are officially closed. First year students are required to submit an application and the non-refundable enrollment deposit.

II. Second Year Students

The License Agreement period may be for any or all terms which comprise the entire academic year. Second year students must submit a housing application by the scheduled deadline for all semesters/terms for which they are interested in securing housing. Housing deposits for the required semesters (Fall, Spring) will be waived for rising second year students; students must pay a non-refundable, non-transferable housing deposit for all non-required semesters/terms they may want to secure, according to the established deadline schedule.

## III. Entering Transfer Students

The License Agreement period may be for up to one academic year, defined as two [2] consecutive terms and are only assigned housing when it is determined that space is available. If space is available, transfer students are required to submit a non-refundable, non-transferable housing deposit.

IV. Upperclass and Graduate students

The License Agreement period may be for any or all terms which comprise the entire academic year until capacity is reached. Upperclass and Graduate students must submit a housing application by the scheduled deadline for all semesters/terms for which they are interested in securing housing. When determined that space is available, students must pay a non-refundable, non-transferable housing deposit for all semesters/terms they may want to secure, according to the established deadline schedule.

V. Law Students

Law students may be licensed on a term-by-term basis by submitting a non-refundable, non-transferable housing deposit for each semester of housing requested during the designated application periods. The License Agreement period may be for any or all terms which comprise the entire academic year until capacity is reached. When determined that space is available, Law students are required to submit a non-refundable, non-transferable housing deposit.

VI. Undergraduate/Graduate Move-in/out dates:

	dent is enrolled classes	When a student is enrolled in co-op		
Move-IN	Move-OUT	Move-IN	Move-OUT	
Fall Move-In*	24 hours after final exam or by 7:00pm on 12/17/21	Fall Move-In*	12/29/21 by 9:00PM	
Spring Move-In*	24 hours after final exam or by 7:00pm on 4/29/22	1/3/22 3-9:00pm*	4/29/22 by 9:00PM	
5/8/22 3-9:00pm*	24 hours after final exam or by 7:00pm on 6/28/22	5/8/22 3-9:00pm*	6/29/22 by 9:00PM	
	Move-IN Fall Move-In* Spring Move-In* 5/8/22	Fall Move-In* 24 hours after final exam or by 7:00pm on 12/17/21   Spring Move-In* 24 hours after final exam or by 7:00pm on 4/29/22   5/8/22 24 hours after final exam or by 7:00pm on 4/29/22	Move-INMove-OUTMove-INFall Move-In*24 hours after final exam or by 7:00pm on 12/17/21Fall Move-In*Spring Move-In*24 hours after final exam or by 7:00pm on 4/29/221/3/22 3-9:00pm*5/8/22 3-9:00pm*24 hours after final exam or by 7:00pm on 4/29/225/8/22 3-9:00pm*	

Summer Session	7/3/22	 7/3/22	8/23/22
II 2022	3-9:00pm*	3-9:00pm*	by 9:00PM**

\*Specific information and instructions for move-ins (including dates and times) will be communicated to students and families each term. All dates and times are subject to change.

\*\*Since the Summer II move-out date is firm, students who are NOT remaining in University housing for the Fall Semester will be required to move out on the last day of finals. Please be aware that University housing is not available from the move-out date until September 1.

## VII. Continuing Contracts/Move-To-From Between Semesters/Terms

Students have a continuing contract if they have secured housing for consecutive semesters/terms. Students with continuing contracts do not have to move out between semesters. If a student will be staying in the same licensed space, then no action is required. If a student will be moving to a new licensed space there is a move-to-from period between semesters during which the move from a current assignment to a new assignment must be completed. Such moves are coordinated with Residential Life staff as they are contingent upon accommodations being ready. If a student will be living in University housing for the Fall Semester, they must remain in their Summer II assignment until their Fall Semester licensed space is available; if a student will be living in University housing for the Summer I term, they must remain in their Spring assignment until their Summer I licensed space is available. The move to a new licensed space must be completed within 24 hours of it becoming available; therefore, no travel plans should be made until this information is available.

## VIII. Closed Periods: Intersession (period between Fall and Spring semesters)

## • First Year Residence Halls-close during intersession

First year residence halls typically close on the last day of Final Exams at 7:00 PM, and remain closed throughout intersession. Residence halls must be vacated at this time. Between the Fall and Spring terms, if a student has a continuing housing contract, they do not need to remove all of their belongings; however it is suggested that valuables be removed during this time.

First year students living in an open building with continuing housing contracts in the same licensed room may stay in their rooms during the intersession period.

Students who reside in a Residence Hall closed during intersession that need to remain in University housing may be asked to temporarily relocate to an open building.

• Upperclass/Graduate/Law-open during intersession

Only Upperclass, Graduate and Law Students who are continuing in the same licensed room, in an open building, may stay in their room during intersession. All others must opt for one of the following:

- > Move from their old assignment to their new assignment, when the new assignment is available;
- > Vacate the residence hall by 7:00 PM on the last day of Final Exams.

Students who maintain residency during intersession and then cancel their housing for the subsequent term will be charged for intersession housing.

Students who are not authorized to stay during intersession will not be given access to the building.

## **Room Assignments**

I. First Year Students

Room assignments are completed by Housing and Residential Life staff in enrollment deposit date order based on students' preferences provided in their completed housing application, with priority given to matching students to their preferred Living Learning Community.

*II.* Entering Transfer Students

Room assignments are completed by Housing and Residential Life staff in housing deposit date order based on students' preferences provided in their completed housing application. Eligibility to submit a housing deposit is provided at the time of admission to the University.

## *III. Continuing Upperclass Students*

Room assignments are completed through the Housing Selection and Placement process. Eligibility to participate in the Housing Selection and Placement process is determined for students who apply and submit required deposits by advertised deadlines. Eligible students may select their room assignment through group selection,

individual selection, pull-in, secondary selection, or the PAWS placement form; however, not all of these processes may be available for each term.

- Graduate and Law students Room assignments are completed by Housing and Residential Life staff after the housing deposit deadline. Eligibility to submit a housing deposit is randomly selected through a computer-generated program of all applications submitted by the advertised application deadline.
- V. Students of the opposite sex may not be assigned to the same licensed space unless they are living, by choice, in an All Gender room, suite, apartment and/or floor. All Gender housing options are available to students of every undergraduate, graduate and law class year.
- VI. Every effort is made to honor a student's preference for roommate, room type, room rate and/or facility. However, the University does not guarantee the type or location of licensed space and/or roommate requests.
- VII. The University may change a student's room assignment or type, or revoke this License Agreement at any time. If a student does not check in within twenty-four (24) hours after the official move-in period, the housing space will be forfeited unless written notice from the student is provided to Housing and Residential Life before that time. However, housing space will not be held open indefinitely.
- VIII. Accessible Rooms

IV.

Housing and Residential Life utilizes specially designed rooms, suites, or apartments to provide for the residential needs of students with disabilities. The department reserves the right at any time to reassign non-disabled students from those spaces; however, effort will be made to conform to the move-out/room assignment period at the end of each term.

IX. Disclosure of Student Information

Housing and Residential Life may provide the email addresses for each roommate in a given housing unit to the other members of that housing unit since students may find it beneficial to contact each other in advance of move-in to determine what each will bring to campus.

Additionally, by signing the License Agreement, students consent to and authorize the University to release any information provided by or about the student, including but not limited to information related to the student's health, safety and/or well-being and emergency contact information, to University officials as the University deems appropriate and/or necessary. By signing the License Agreement, students also consent to and authorize the release of any such information from University officials to Housing and Residential Life. University officials/offices to which such information may be released or from which such information may be received include, but are not limited to, Northeastern University Police, Disability Resource Center, University Health and Counseling Services, Athletics, Facilities Services, and WeCare.

## **Room Change**

The University may accommodate students requesting a room change during the designated room change period each term, or in an emergency. Housing and Residential Life may disband any residential unit, up to and including a hall, floor, or room, should the department deem such action necessary in its sole discretion. In the event that a new roommate is assigned to a student's room, suite or apartment, the students are required to ensure that their personal belongings only occupy space allocated to them under this License Agreement (one bed, desk, dresser, respective portion of closet and common areas, etc.).

## **Rates/Charges/Adjustments**

Students are billed at the beginning of each term and must pay the full charge for the term in accordance with Student Financial Services policy.

The high demand for University housing makes it necessary for Housing and Residential Life to enforce its termination and cancellation policies strictly.

#### I. Termination Charge Policy

A student whose License Agreement is revoked due to a separation from the University is subject to the Termination Charge Policy and the financial assessments outlined below. All housing deposits on file will be forfeited. Students who are suspended or expelled from the University, or on a medical leave of absence or withdrawn from the University will have their current and any active future License Agreements, as well as any housing applications, revoked. Upon re-entry to the University, the student must reapply for housing and will be considered for housing accordingly, based upon eligibility and availability.

Fall and Spring Semester

Date of Official Withdrawal from University		Percentage of Room Charge Adjustment		
1st week		100% of term room charge credited*		
2nd week		90% of term room charge credited*		
3rd week		80% of term room charge credited*		
4th week		60% of term room charge credited*		
5th week		40% of term room charge credited*		
After 5th week+		0% of term room charge credited		

Summer Session I and II

Date of Official Withdrawal from University		Percentage of Room Charge Adjustment	
1st week		100% of term room charge credited*	
2nd week		75% of term room charge credited*	
3rd week		50% of term room charge credited*	
4th week		25% of term room charge credited*	
After 4th week+		0% of term room charge credited	

+Students withdrawing after the referenced week incur a 100% room charge for the term.

\*This credit may be prorated based on the daily charges for time the room was actually used.

II. Cancellation Charge Policy

Cancellation charges apply if a student cancels or withdraws from a housing arrangement after the housing has been secured, as set forth in the tables below. Only students who are not required to live in University housing are permitted to cancel; first and second year students are required to live in University housing. Students who cancel because of co-op outside of the Boston area, study abroad, or a medical leave of absence can cancel housing without cancellation charges, subject to providing acceptable written verification; housing charges for time of occupancy may apply. Students who can demonstrate a significant change in circumstances may petition for a waiver of this charge.

Undergraduate/Graduate/Law Cancellation Charge Schedule

Amount Charged	Notification Received			
	Fall 2021	Spring 2022	Summer I 2022	Summer II 2022
Deposit refunded; NO Charge	Before 5/15/21	Before 10/1/21	Before 3/15/22	Before 4/15/22
\$1,000 (\$500 UG/Grad Summer) Charge	After 5/15/21	After 10/1/21		After 4/15/22
\$2,000 (\$1,000 UG/Grad Summer) Charge	After 6/15/21	After 10/15/21	After 3/15/22	After 4/30/22
\$3,000 (\$1,500 UG/Grad Summer) Charge	After 7/15/21	After 11/1/21	After 4/1/22	After 5/15/22
	After 8/1/21	After 12/1/21	After 4/15/22	After 5/29/22
Total Forfeiture				

## **Dining Services Requirements and Charges**

First year students are required to have a Dining Services meal plan. All students living in traditional or suite-style accommodations (without a kitchen) are automatically assigned to a 17-meal plan and have the option to increase to an unlimited meal plan at any time or decrease to a 12-meal plan before the scheduled deadline. Upperclass students living in traditional or suite-style accommodations have the additional option of decreasing to a minimum 7-meal plan. The 12-meal plan is the minimum requirement for first year students living in a traditional or suite-style accommodation. First year students scheduled to live in an apartment-style (with a kitchen) accommodation will be

automatically assigned to a 12-meal plan and have the option to decrease to a 7-meal plan before the scheduled deadline. Upperclass students living in apartment style accommodations are not automatically enrolled in a meal plan. However, students have the option to enroll in a meal plan by visiting the self-service tab on the myNortheastern portal. Students have until the second Saturday after the first day of classes to increase or decrease meal plans.

Meal plan changes are made through the self-service tab on the student's myNortheastern portal.

Each student participating in the Dining Services program must present their University identification card at the dining hall in order to be served a meal. This meal card is property of the University, non-transferable, and must be surrendered to any University official upon request. Alteration or use of the meal card for any unauthorized purpose will result in disciplinary action which could include loss of housing privileges and/or confiscation of the meal card. Food and related articles may not be taken from the dining room, except as permitted by Dining Services. To prevent loss and theft, the University reserves the right to inspect backpacks and bags at the exits of the dining halls. During weekends, vacations, and official closings, the University reserves the right to consolidate dining facilities (i.e., some facilities will be closed).

Dining Program Rates for the 2021-2022 academic year will be available late in the spring of 2021. Note charges are subject to revision by the University at any time. Charges are assessed each term and can be viewed on the student's account.

#### **Use of University Housing Facilities**

University residence halls, suites, and apartments are available only to students living in our residence community, their invited guests, and other persons authorized by Housing and Residential Life. Unauthorized entry to, or use of, University housing facilities is prohibited. Students are not permitted to use their residence hall, housing unit or mailbox for the purpose of conducting profit or not-for-profit business transactions, commercial enterprises or any activity that violates applicable law or University policy.

#### I. Abandonment

Students must remove all personal possessions when they vacate their licensed room, suite, or apartment. Any possessions left in campus housing facilities after move-out, or upon the voluntary or involuntary termination of the License Agreement, will be considered abandoned and will be discarded by the University. The student will be billed an additional charge for removal.

#### II. Damage/Cleaning

The student is responsible for the condition of all University property in the licensed room, suite or apartment, including common spaces, and elsewhere in the residence hall. Upon check-in and check-out, students must complete a room, suite or apartment Condition Form with Residential Life staff. This form confirms the condition of the licensed room, suite, or apartment. Any pre-existing conditions in the licensed space should be noted at check-in by the student. Failure to do so may result in supplementary charges for any damage which has not been noted or may occur through the length of the student's occupancy in the licensed space. Students will be billed for damages that are beyond normal wear and tear. If a student does not complete the check-out process with hall staff, the student waives the right to appeal supplementary charges. If damage cannot be attributed to any one individual, charges will be assessed equally among all licensed room, suite or apartment occupants.

If there is loss/damage to common areas of any campus housing facility and the University cannot identify the individual(s) responsible, the University may require several or all of the hall's residents to pay a prorated group charge covering the cost of common area repair/replacement. Students will be billed for replacement of furniture and reinstallation costs in the case of vandalism. Additionally, students may also be referred to the Office of Student Conduct and Conflict Resolution for disciplinary action which could include loss of housing privileges.

#### III. Emergency Contact Information

All students must provide emergency contact information to the University and are responsible for keeping this information current and accurate. If a student is under the age of 18, the institution will notify the parent or guardian when they are reported missing, in addition to the student's designee. The contact information provided by the student will only be accessible to authorized campus officials or disclosed as required by applicable law. Local law enforcement agencies will be notified of a missing student.

#### IV. Health and Safety Inspections

The University may, in its sole discretion, inspect a student's licensed space to assess health and safety issues, and may enter the premises for any health or safety reasons or if the health and safety of residents are believed to be threatened. When feasible, Housing and Residential Life will notify a student (via poster, flyer, or e-mail) prior to entering a student's licensed space. University staff may, in the University's sole discretion, inspect a student's licensed space, including but not limited to inspection of the contents of any University-owned storage (e.g. closets, drawers, cabinets).

#### V. Leased and Licensed Properties

Any student licensee assigned to live in University housing that is leased or licensed by the University may be required to review and agree to additional terms and conditions concerning safety, fire safety, and security.

#### VI. Liability

The University will not be liable for loss or damage to students or students' guests' property located in any University housing facility. This includes, but is not limited to, damage caused by fire, flood, accidents, loss or interruption of heat or electricity, burglary, theft, infestations, pests or vandalism.

#### VII. Maintenance

Repairs to University-owned property or property leased, licensed, or controlled by the University must be completed by authorized University or property management personnel. Student requests for repairs to residence hall furnishings or equipment must be made online at the "Facilities Online Work Request," available through the myNortheastern portal or through the designated property manager for housing that is not University owned. For urgent matters, (i.e. flooding, heating problems, etc.) students should contact Facilities Customer Service at 617.373.2754 (available 24 hours/day, 7 days/week) or the designated property manager for housing that is not University owned.

Students are expected to keep their licensed space orderly, safe, and sanitary. The University provides professional housekeeping services in common areas such as lounges, hallways, and bathrooms. Please note that only traditional residence hall community bathrooms are cleaned by University personnel; bathrooms, kitchens, and common living areas in suites and apartments must be cleaned and maintained regularly throughout the term by the student(s). Failure to maintain a minimum standard of cleanliness in licensed space may result in a cleaning charge and/or disciplinary action which could include loss of housing privileges.

## VIII. Room Entry

Northeastern University staff members may enter the licensed premises to make repairs, or to show the premises to a prospective purchaser, licensee, mortgagee, or its agents, or if the premises appear to have been abandoned by the licensee, or if it is believed that a University policy has been violated. Additionally, staff may enter the premises if any damage needs to be assessed, for maintenance concerns, lock-outs, or if otherwise permitted by law. Finally, if a student licensee is assigned to University housing in property that is leased or licensed by the University, building management of the leased or licensed property has the same entry rights as University staff members, as described above.

University staff may enter any space listed as "vacant" to inspect and prepare the space for a new arrival.

#### IX. Sublicense

Students may not assign or transfer to anyone, including but not limited to other students, this License Agreement or any of the student's rights or obligations hereunder. Students may not sublicense their licensed housing space or their License Agreement, or make any arrangements for someone to take over housing payments or move into their assigned licensed space without the prior express written permission of the University. A student who violates this policy will lose all future opportunities to apply for housing and will be liable for all costs incurred by the University including any expenses related to the removal of any third party. Students residing in University owned, leased, licensed, or controlled facilities without the written permission of the University are trespassing and will be removed immediately.

#### **Exceptions to Any Provision of This Agreement**

The Senior Vice Chancellor for Student Affairs (or designee) may alter or revoke this License Agreement and/or official administrative policies in the interests of order, health, safety, discipline, or for educational purposes. A student may request an exception to any provision of the License Agreement or may appeal any charge assessed by Housing and Residential Life. To request an exception, the student must submit a written petition explaining the nature of and reason(s) for the request to:

Housing and Residential Life Northeastern University 4 Speare Commons Boston, MA 02115-5000

Violation of any of the terms of this License Agreement may result in disciplinary action and/or revocation of the License Agreement and housing privileges.

I, the undersigned student, hereby apply to become a licensee in the Northeastern University Housing and Residential Life system for the 2021-2022 academic year, under the terms and conditions described in this License Agreement.

I also hereby apply for participation in the Dining Program if I am a first year student residing in University housing, or if I am an undergraduate student assigned to a traditional residence hall or suite-style residential accommodation.

I (and the guarantor, if applicable) understand and agree that the University, in its sole discretion, reserves the right to change the terms and conditions of the Residence Hall and Dining License Agreement upon written notice.

I agree to the Cancellation Charge Policy and the Cancellation Charge schedule for the Residential and Dining program as described in the Rates/Charges/Adjustments sections above. I (and the guarantor, if applicable) agree to pay in full all of the Residential and Dining charges prior to the beginning of that term's registration. I agree to occupy the licensed housing accommodations to which I may be assigned and to take the Dining program exclusively for my own use and not allow any portion of such housing accommodation or Dining program to be used by any other person. I understand that I may not sublicense the licensed space to which I have been assigned. Violation of this provision immediately terminates this License Agreement. I understand and agree that the University reserves the right to increase its Residential and Dining rates for any term, including the right to assess increases in energy costs associated with the operation of such facilities. Such increases, if assessed, shall be applied to the housing charge in the form of a pro-rated adjustment.

I (and the guarantor, if applicable) understand and agree that Northeastern University, in its sole discretion, reserves the right to assign and reassign students in the Housing and Residential Life system, or to revoke and terminate the License Agreement at any time for any reason set forth herein, including, but not limited to, the Rates/Charges/Adjustments sections above. I (and the guarantor, if applicable) understand and agree that, in the event that I am reassigned to a licensed space with a higher/lower charge than that for the accommodation initially assigned, I will be assessed/credited a pro-rated portion of the difference between the charge initially payable and the charge payable after reassignment.

I (and the guarantor, if applicable) understand and agree that the University shall not be responsible for any delay and/or non-delivery of utilities or other services to the residential facilities or any nonperformance and/or losses, both personal and property, resulting directly or indirectly from natural causes; the enactment or issuance of any law, ordinance, regulation, ruling or order; lack of the usual means of transportation; fire; flood; explosion; strike; or other accidents or other events or contingencies beyond the University's control.

I further agree to abide by the policies, procedures, rules, and regulations that may be established by Housing and Residential Life and by all other policies, rules, regulations, and codes formulated by the University, including, but not limited to, all academic and social conduct rules and regulations. Violation of any of the terms of the License Agreement may result in disciplinary action and/or revocation of the License Agreement and housing privileges.