



Department of Residential Operations
& Facilities Management
Telephone: 832 230 5555
housing@na.edu

Residence Halls Contract Agreement

This Residence Hall Contract Agreement (this "*Agreement*") is entered into between North American University, on behalf of the Department of Residential Operations & Facilities Management (hereinafter referred to as "*University*"), and

Name: _____

Address: _____

Phone: _____

(hereinafter referred to as "*Resident*").

Please check the appropriate space for the term of this agreement:

Fall Semester 2019

Spring Semester 2020

For Gulf Language School Students ONLY:

Fall I 2019

Spring I 2020

Fall II 2019

Spring II 2020

University agrees to provide a space in Willow Residence Hall or Chestnut Residence Hall (the "*University-Operated Residence Halls*") during the designated term indicated above (the "*License Term*").

Residency in University-operated Residence Halls available only to full-time students enrolled and in good standing at North American University (each a "*Student*"). If Resident does not qualify at the time this Agreement is signed and submitted to the University, or at any time during License Term, University will terminate this Agreement in accordance with the provisions of the Residence Halls Contract Agreement Terms and Conditions attached to and incorporated within this Agreement for all purposes (the "*Terms and Conditions*"). This Agreement is Resident's personal, non-transferrable license to occupy and use the residence space assigned to Resident (the "*Unit*") for limited purposes and is not a lease of University property.

University reserves the right, as its sole discretion to determine if any past behavior, conduct, or activity of any student is such that the interest of University, Resident, and/or other students would best be served by terminating this Agreement. In addition, Resident acknowledges that convicted and/or registered sexual offenders are not allowed to live in University-Operated Residence Halls and hereby certifies that Resident is not a convicted and/or registered sexual offender and covenants that Resident will not permit access to University-Operated Residence Halls to any convicted and/or registered sexual offender.

If Resident has not previously resided in University-Operated Residence Halls, Resident must submit, with this Agreement, one hundred twenty-five dollars (\$125) in good and immediate funds to be held by University as a deposit for Resident's housing costs under this Agreement (the "*Deposit*"). Resident's attention is directed to Terms and Conditions Section 1, Rates and Payments, and Section 4, Termination of Agreement, for additional information regarding treatment of the Deposit.

This Agreement is legal and binding for the term set forth above in this Agreement and is in effect when University receives the Deposit and an executed copy of this Agreement, which may be accomplished via electronic means. If Resident is not yet eighteen (18) years of age at the time this Agreement is executed, Resident's parent or legal guardian must also execute and be a party to this Agreement for the Agreement to be valid and enforceable. Resident's occupancy of the Unit is governed by and subject to Resident's compliance with the Terms and Conditions, the Residential Handbook and Resource Guide (as amended or modified from time to time, the "*Resource Guide*") published by the Department of Residential Operations & Facilities Management on its website (http://www.na.edu/documents/campus_life/resident-handbook.pdf), and the Student Handbook (as amended or modified from time to time, the "*Student Handbook*") published by the University Office of the Director of Student Affairs on its website (<http://www.na.edu/documents/students/student-handbook.pdf>). By requesting housing and signing below, each Resident and his or her parent or guardian (if applicable) acknowledges that Resident is subject to the Terms and Conditions, the Residential Handbook and Resource Guide, and the Student Handbook and agrees and covenants that Student will abide by them.

State law requires that you be informed of the following: (1) with few exceptions, you are entitled on request to be informed about the information University collects about you by use of this form; (2) under sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review the information; and (3) under section 559.004 of the Texas Government Code, you are entitled to have University correct information about you that is incorrect.

Student Signature Date
Student ID, SSN, or SEVIS #: _____

Parent/Guardian Signature Date
Name: _____

If Student is completing a hard copy of this Agreement, please return or mail your Residence Hall Contract Agreement to:
NAU – Main Building, Department of Residential Operations & Facilities Management, 11929 W Airport Blvd, Stafford, TX 77477

Residence Halls Contract Agreement Terms & Conditions

The provisions of this document, identified and defined as the Terms and Conditions is the attached Residence Halls Contract Agreement (the "Agreement"), further describes the terms and conditions applicable to Resident's license to occupy a Unit pursuant Agreement and constitute materials terms of such Agreement. A capitalized term not specifically defined in these Terms and Conditions shall have the meaning assigned to it in the Agreement.

1. Rates and Payments:

- a. University reserves the right to change rates no less than sixty (60) days by written notice prior to subsequent NAU semester to Resident.
- b. The Unit is charged by semester and payment is due concurrently with the deadline for payment of tuition and fees (approximately the first [1st] day of class each semester, subject to change by University). If any payment is ten (10) or more days past due, University will place a negative service indicator (or 'Hold') on Resident's account (which impacts Resident's official University records). University has the right to terminate this Agreement and require that Resident vacate the Unit if any payment is fifteen (15) days past due or more.
- c. Student Fee Statements are available online via the Student Portal. If Resident has neither paid in full nor come to terms with University on alternate arrangements by the due date posted on the Student Academic Calendar, Resident will be excluded from the Unit. Payments can be made by check or money order payable to "North American University" and mailed or couriered to: NAU – Main Building, Business Office, 11929 W Airport Blvd, Stafford, TX 77477 or hand-delivered to the Business Office located in the Main Building. **DO NOT SEND CASH.**
- d. Resident acknowledges and agrees that failure to make payments as and when required by the Agreement (including the Student Handbook) can result in the cancellation, suspension or termination of Resident's meal plan, or placing a negative service indicator on Resident's account, and/or termination of Student's Residence Halls Contract Agreement and removal of Resident from University-Operated Residence Halls. All costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorneys' fees, cost of court and other related fees, will be assessed against Resident.
- e. Student agrees and understands that he or she waives his or her right to appeal any additional charge related to the Unit (such as, by way of example and not of limitation, damage, cleaning and/or fire safety) unless the written appeal received by the Housing Manager is within thirty (30) business days of the check-out.

2. Assignment of Unit: The Agreement does not cover a specific room or building.

- a. Resident acknowledges and agrees that University has the right to reassign Student to Units and/or adjust the occupancy of Units to maximize space utilization, all as set forth in the Residential Handbook and Resource Guide. Resident agrees to accept any other Student as a roommate/suitemate.
- b. University, in compliance with the Civil Rights Act of 1964 and Title 9 of the Higher Education Act, does not discriminate based on age, race, ethnic background, national origin, handicap, veteran status, or gender in any of its policies, practices or procedures. However, men and women will not be assigned to the same Unit or suite.

3. Termination of Agreement by University:

- a. University may terminate the Agreement on written notice to Resident because of Resident's default of its obligations to University, including but not limited to Resident's obligations under the Agreement (including the Residential Handbook and Resource Guide and Student Handbook). The amount of notice Resident will receive of University's termination depends on the seriousness of the cause. For example, if the cause is Resident's nonpayment or that Resident is no longer enrolled as a full-time student at North American University, University's notice will provide sufficient opportunity for Resident to cure his or her default. Conversely (and by way of example, only), if University has reasonable cause to believe that Resident's conduct constitutes a threat of imminent harm to Resident, others, or to University property, University shall have the immediate right to exclude Resident from University-Operated Residence Halls on an interim basis in accordance with University policy.
- b. Resident's dismissal from University for any reason, or Resident's violation of the rules and regulations of University (including, but not limited to, these Terms and Conditions, the Residential Handbook and Resource Guide and/or the Student Handbook), or any other conduct by Resident for which the sanction of removal from University-Operated Residence Halls is assessed, shall constitute a material breach of the Agreement by Resident and shall be grounds for the immediate termination of the Agreement at University's discretion.

- c. Resident's account at the University will be debited for all costs, charges and fees incurred by Resident or by University on behalf of or because of Resident through the effective date of termination for any termination in accordance with Section 4a. In addition, Resident's account will be charged a termination fee of \$350 (the "*Termination Fee*").

4. Termination of Agreement by Resident:

- a. Resident may terminate the Agreement by submitting the Request for Release from Student Housing Contract Agreement to housing@na.edu specifying an effective date of termination no less than seven (7) days after the University's receipt of such notice for any of the following reasons, each a "*Qualifying Event*":
 - i. Resident withdraws from University for medical reasons. Resident's notice must be accompanied by documentation from Resident's physician;
 - ii. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to the University that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty;
 - iii. Resident enrolls and participates in an approved University study abroad program. Resident's notice must be accompanied by documentation from University Registrar or the appropriate Dean; or

In addition, a Resident graduating in December may terminate the Agreement effective on the date of graduation or commencement so long as Resident submits Request for Release from Student Housing Contract Agreement to housing@na.edu on or before the thirtieth (30th) consecutive calendar day before the date of graduation or commencement, as the case may be. Within thirty (30) days after receipt of a timely termination notice (together with the required documentation) from Resident, University will advise Resident in writing of the charges and fees known as of that date that will be offset against any deposit on Resident's account. Resident's account will be charged the Termination Fee upon receipt of Resident's termination notice; provided, however, the Termination Fee will not be charged in the event of termination for December graduation, or any Qualifying Event in accordance with Section 4a.

- b. Refunds Prior to Occupancy. University will refund the deposit in full to Resident's account within thirty (30) days after the effective date of Resident's termination if Resident delivers its termination notice thirty (30) prior to the end of the applicable current semester or session. If Resident's termination notice is received after the date required in accordance with the immediately preceding sentence, but before the deadline for payment of tuition and fees, the deposit will not be refunded but University will not charge Resident the Termination Fee.
- c. Refunds Subsequent to Occupancy. If resident terminates pursuant to Section 4a subsequent to the deadline for payment of tuition and fees, University will refund housing charges to Resident's account in accordance with the schedule below:

<u>Receipt of Termination Notice</u>	<u>Room Charge Refund Amount</u>
On or before thirty (30) days prior to applicable semester or session start	100% of room charges
On or after the scheduled move-in date	Prorated per diem based on occupancy. (Occupancy begins on Resident's check-in date and ends on the date the Resident vacates the Unit.)

- d. Non-Qualifying Event Termination. If Resident terminates the Agreement for a reason other than identified in Section 4a (i.e., Qualifying Event or December graduation), or if Student fails to take occupancy of the Unit assigned to him or her, University is entitled to recover the full amount due under the Agreement for the License Term from Resident; *provided, however*, if University subsequently licenses the Unit, Resident's account will be credited for the period (prorated on a per diem basis) the replacement Resident pays for the Unit. Notwithstanding anything to the contrary contained herein, Resident's account will be charged the Termination Fee in full.

- 5. **Notices:** Any notice required or permitted to be given under the Agreement must be submitted by email to housing@na.edu. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent.

6. **Rules and Regulations:** The Agreement and Resident's occupancy of the Unit is subject to all University rules, regulation, policies and procedures applicable to students and residents of University-Operated Residence Halls, including the terms, provisions and conditions of the Residential Handbook and Resource Guide and the Student Handbook.
- a. Among the rights reserved by the University and further explained in those publications, University reserves the right:
 - i. To prohibit convicted sexual offenders from living in campus housing.
 - ii. To enter any room (including the Unit) for the purpose of inspection, cleaning, inventory, health and safety reviews, and emergencies.
 - iii. To change or cancel Resident's Unit assignment in the interest of order, health or safety, discipline, or other administrative reasons.
 - iv. To levy and collect charges for:
 1. Damages to room, furnishings, and/or the building, and/or
 2. Unauthorized use of room, furnishings, and/or the building, and/or
 3. Alterations of any room, furnishings, and/or building facilities, and/or
 4. Special cleaning and/or treatment necessitated by improper or unreasonable care of room, furnishings, and/or building.
 - v. To change rates on sixty (60) days' notice by written notice prior to subsequent NAU semester to Resident.
 - vi. To terminate the Agreement if Resident's accounts are not current.
 - b. Resident further acknowledges his or her obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to:
 - i. fire safety equipment and fire prevention guidelines;
 - ii. weapons;
 - iii. access / entry requirements and guests;
 - iv. alcohol and drugs;
 - v. maintenance and cleaning of the Unit;
 - vi. prevention of moisture accumulation and mold; and
 - vii. Wi-Fi services;
7. **Personal Property:** Resident may not, and will not authorize or empower another to, remove, alter or damage any furniture or other furnishings provided and located by University within the Unit or any University-Operated Residence Halls; such conduct is considered theft and Resident will be charged the full replacement cost of missing furniture. University is not responsible for loss or damage to personal property or injury to person, regardless of cause. Residents are strongly encouraged to insure their personal property and carry liability insurance. Any personal property remaining in the Unit after it has been vacated by Resident, whether willingly or not, will be removed and stored by University at Resident's cost and will be deemed abandoned if Resident has not paid all such charges and collected his or her property within thirty (30) days after the date of vacating the Unit. Abandoned property will be disposed of as determined by University in its sole discretion. Housing will be available for students who remain in University-Operated Residence Halls during the break between the Fall and Spring semesters. Resident may leave their belongings between Fall and Spring semesters provided the Residence Halls Contract Agreement has been renewed for the Spring semester. University is not responsible for loss or damage to items left in Unit during this time.
8. **Utilities; Services:** Each Unit in University-Operated Residence Halls is connected for utility service. University agrees to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, ventilation, heating and air conditions as well as, depending on the building and the Unit, elevator service, water, and wastewater). Under no circumstance will University be held responsible or liable for interruptions in utility service. Further, University's responsibility to restore utility-powered services after an interruption is limited to commercially reasonable efforts. University will provide light housekeeping to common areas.
9. **Indemnification:** TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND AS CONSIDERATION FOR THE TERMS AND CONDITIONS OF THE AGREEMENT, RESIDENT AGREES TO RELEASE INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND/OR ANY OF ITS DIRECTORS, BOARD MEMBERS, TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, EMPLOYEES, LICENSEES, CONTRACTORS, SUCCESSORS AND ASSIGNS ("**UNIVERSITY INDEMNITEES**") FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, COSTS AND/OR EXPENSES, (INCLUDING MEDIATION, SETTLEMENT, ATTORNEY FEES, AND OTHER COSTS OR EXPENSES) (EACH, A "**CLAIM**") IF THE CLAIM: (1) IS

RELATED TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR LOSS OR DAMAGE TO REAL OR PERSONAL PROERTY, INCLUDING ANY LOSS OF USE RESULTING THEREFROM (COLLECTIVELY, "**DAMAGE**"); AND (2) CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING: (A) A NEGLIGENT ACT OR OMISSION BY RESIDENT AND/OR RESIDENT'S INVITEES, GUESTS, PERMITTEES, LICENSEES, OR ANY OTHER PARTY FOR WHOSE ACTS RESIDENT MAY BE LIABLE (EACH, AND "**INDEMNIFYING PARTY**"); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THE AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.

- a. Notwithstanding the foregoing provisions of Section 9, Resident shall not be obligated to indemnify University Indemnitees from or against a Claim resulting from the negligence of a University Indemnitee when such negligence is the sole and proximate cause of the Damage which is the basis of the Claim. In the event University and Student are found jointly liable by a court of competent jurisdiction, liability for the claim will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses of the parties under Texas law.