

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 continuously enrolled in classes, withdraws,

- 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.
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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

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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. ~~Not to be used for any purpose other than the one stated in the license agreement.~~

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.