



Addendum to Terms and Conditions of the Housing Agreement for Fall 2020, Winter 2021, and Summer 2021

Nova Southeastern University aims to provide housing to support its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within Residential Life and Housing, the 2019 Novel Coronavirus (COVID-19) or similar public health crisis may impact your housing experience as we continue to make public health-informed decisions. The below policies and guidelines are incorporated into your 2020-2021 Housing Contract and are applicable to all residential students effective immediately. As always, we will continue to update you with timely information about specific health and safety guidance important for our residential students.

Force Majeure Statement

NSU's duties and obligations to the student shall be suspended immediately, without notice, during all periods that the university is closed or ceases or curtails operations because of force majeure events including, but not limited to, any fire or any casualty, flood, earthquake, lightning, explosion, strikes, lockouts, prolonged shortage of energy supplies, riots or civil commotion, act(s) of God, hurricane, war, governmental action, act(s) of terrorism, epidemic, pandemic, or any other event beyond the university's control. If such an event occurs, NSU's duties and obligations to the student will be postponed until such time as the school, in its sole discretion, may safely reopen or resume operations. Under no circumstances, except as otherwise required by Federal or State statute, will NSU be obligated to refund any portion of tuition, housing, meal plans, fees, or any other cost or charge attributable to any location or service affected by any such force majeure event.

Modifications to 2020-2021 Residential Life and Housing Contract

COVID-19. Nova Southeastern University holds as paramount the health, safety and welfare of every member of its community. NSU, however, cannot guarantee a COVID-19-free environment. Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at NSU is a shared responsibility. Every member of our community – including you – must do their part. This means adhering to national, state, and local health guidelines and requirements, and adhering to those measures NSU deems safe and appropriate for its campus. Each resident understands that if they return to a physical campus of NSU, there is a risk of being exposed to or contracting COVID-19. By returning to campus, each resident understands that this is possible, and does so knowingly and voluntarily.

- 1. Health and Safety.** We expect that all members of the Residential Life and Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within Residential Life and Housing and NSU may request or require a resident to leave NSU Housing if their continued presence in the housing

community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by NSU or the Office of Residential Life and Housing as it relates to public health crises, including COVID-19. Specific details will be provided as circumstances dictate, but this may include, and is not limited to, social/physical distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of housing, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces. You agree to do all of this not just for yourself, but for the safety of others, and because this is consistent with the spirit of NSU.

- 2. Quarantine / Isolation / Separation.** At any time, Residential Life and Housing may request or require a resident to leave NSU Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from the Office of Residential Life and Housing to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the Housing Agreement and may subject a student to emergency removal from their assigned space. Not all NSU Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and/or will be provided alternative housing arrangements as needed. Removal from NSU Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.
- 3. De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract, but can modify the cost of your previous housing assignment.
- 4. Cleaning.** In collaboration with the Office of Facilities Management, Residential Life and Housing will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency in the interest of attempting to minimize the spread of disease. Residential Life and Housing will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to attempt to reduce the spread of COVID-19 within residence halls. Residents will be responsible for obtaining cleaning supplies to maintain a clean-living environment within their assigned space.
- 5. Amenities and Common Areas.** Residential Life and Housing may limit access to some amenities and common areas for the health and safety of the community. This is inclusive of, but not limited to pools, pavilions, grills, community rooms, classrooms, and courtyard areas throughout the residential community. This will be based on the guidance from health professionals or in accordance to any laws or emergency orders in response to COVID-19.
- 6. Guest and Visitors.** NSU Residential students will not be allowed guests or visitors until such time as NSU deems it safe to lift this restriction. An exception will be made during the move-in process. During move in, students will be limited to two (2) guests. All guests assisting students will be required to wear masks while inside the buildings.
- 7. Termination.** Upon reasonable notice, the Office of Residential Life and Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19.

In the event of a conflict between this Addendum and the remaining sections of the Housing Agreement, this Addendum will prevail.