



PLEASE READ CAREFULLY BEFORE COMPLETING APPLICATION.

LICENSE FOR RESIDENCE HALLS

North Dakota State University is fully committed to equal opportunity in educational programs and activities. This is in compliance with all applicable federal and state laws and includes appropriate affirmative action efforts for all individuals without regard to race, color, national origin, religion, sex (gender), disability, age, Vietnam Era Veterans status, sexual orientation, status with regard to marriage or public assistance, or participation in lawful activity off the employer's premises during nonworking hours which is not in direct conflict with the essential business-related interests of the employer. This commitment to equal opportunity includes such areas as admission, counseling, housing, financial aid, co-curricular activities and academic programs. The Department of Residence Life supports this commitment and will not make room assignments or changes contrary to this policy. Our students share living areas and are roommates with individuals who may have different life experiences and backgrounds. We are not asking that students change, but that they come with an open mind and are accepting of individual differences.

1. LICENSE

- a) The Residence Hall Contract creates a license for the student to use campus housing and is not a lease. The relationship between NDSU and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for students to use residential housing subject to the conditions of this contract and university regulations.

2. ELIGIBILITY/REQUIREMENTS

- a) Students who are enrolled at North Dakota State University are eligible to live in university housing.
- b) Housing may be refused to any student based on their current or past conduct, whether the student may pose a safety or security risk to persons or property. Housing also may be refused to students who have outstanding debts to the university.
- c) **All first-year students are required to live on campus.** For more information about this policy, visit the NDSU Residence Life Web site at www.ndsu.edu/reslife.

3. APPLICATION AND ASSIGNMENT PROCEDURES

- a) New students must remit a \$50 room reservation fee (check or money order payable to North Dakota State University) with an application to the Department of Residence Life, North Dakota State University, Dept. 5310, PO Box 6050, Fargo, ND 58108-6050. Information about applying online is available at www.ndsu.edu/reslife. An application does not guarantee a room reservation until the student has been so notified. Room assignments are made without regard to race, religion, color, creed or national origin. Assignment priority is determined according to the date the application and fee are received. The license contracts of current students reserving a room during the annual "Room Sign Up" are considered final.
- b) After moving into a room, the reservation fee is applied to the initial room/meal plan payment.
- c) On-campus housing is available to the extent that the university has regular space. However, students may be assigned to "overflow" housing when "regular" space has been filled. Overflow housing may include some larger single, double, triple/quad rooms, double rooms with study, area motels, and apartment units. Furnishings and services available in overflow spaces may differ from regular spaces. Room rates will remain the same for these areas.
- d) Roommate preferences are honored when possible, but are not guaranteed. If students request each other as roommates, both applications must be returned together. Priority consideration will be given to roommate requests received by Jan. 1, 2010. After Jan. 1, it becomes difficult to honor roommate requests.
- e) Final confirmation of housing is subject to admission to the university. Admission to the university does not guarantee a room assignment.

FOR ADDITIONAL INFORMATION:
NDSU Dept. 5310 PO Box 6050, Fargo, ND 58108-6050
1-800-572-8840 or 701-231-7557
E-mail: NDSU.Residence.Life@ndsu.edu
Web site: www.ndsu.edu/reslife

4. ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

- a) Students with documented disabilities who need accommodations in their residence hall room and/or meal plan must contact Disability Services, 701-231-8463. Assignments with accommodations cannot be processed without a recommendation from Disability Services.
- b) Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which on-campus accommodations are needed. NDSU will make every effort, however, to provide reasonable accommodations.
- c) Assignment is based on the accommodations required and the date the license contract and deposit are received.

5. ACCOMMODATIONS FOR STUDENTS BASED ON GENDER IDENTITY/EXPRESSION

- a) The Department of Residence Life is committed to assisting students who need special accommodations based on gender identity/expression.
- b) Students seeking these accommodations are encouraged to contact Department of Residence Life staff at the time of application. Staff will not ask for more information than is required and will work with the student to find the best suitable arrangement. All disclosed information will be kept confidential.

6. CONTRACT TERM

- a) This contract is made for the academic year (Aug. 21, 2010 - May 13, 2011). The Department of Residence Life reserves the right to cancel reservations not paid by the payment due dates (see Section 8) and to make all final decisions regarding assignments.

7. ROOM AND MEAL PLAN SELECTIONS

- a) Rates do not include annual hall activity dues (see Section 20g).
- b) The rates listed are for the 2009-2010 academic year. Final 2010-2011 rates will be stated on the official assignment notice mailed prior to arrival. These rates do not include official university break periods (see Section 13).

2009-2010 RATES

Selections	Fall Semester	Spring Semester	Yearly Total
Room Only:	\$1577	\$1291	\$2868
Room and Basic Meal Plan:	\$3252	\$2966	\$6218
Room and Elite Meal Plan:	\$3427	\$3141	\$6568

- ADD: \$50 per semester for rooms in the high rises and Niskanen
\$100 per semester for high rise "E" rooms (designed singles) or designated single in Burgum Hall
\$225 per semester for Living Learning Centers
\$200 per semester for single occupancy double rooms (limited number available)
\$200 per semester for Churchill singles

MEAL PLAN RATES (per semester):

Basic Meal Plan: \$1675/semester
Unlimited access, 3 guest meals

Elite Meal Plan: \$1850/semester
Unlimited access, 7 guest meals, and \$200 Dining Dollars

- c) If room and/or meal plan rates change within the contract period, students have the option to accept or terminate this agreement.

8. PAYMENT PLANS AND PROCEDURE

a) Room and Meal Plan

1. For students receiving financial aid, pay at Charges: Payment Event (financial aid disbursement).
2. For students NOT receiving financial aid, full payment is due by the first day of classes each semester.
3. The university will assess a \$50 late payment fee for all accounts that are not paid by the last day of the term's payment event.

b) Non-payment

Failure to comply with the above payment plans may result in cancellation of the student's reservation (see Section 6a) and/or a hold on his/her university registration.

c) Late Assignment

If a student is assigned after the payment deadline date, he/she shall remit amount due to Bison Connection within 10 days from the date of the assignment notice and before admission to the hall, unless receiving financial aid.

9. MEAL PLANS

- a) Two meal plan selections are available: Basic and Elite. **All first-year students are required to maintain a meal plan.** All residents of Reed-Johnson, Weible, Thompson, Sevrinson, Seim and Pavak Halls are required to accept a meal plan. Meal plans also are available, but not required, for non-first year students residing in Burgum, Churchill, Dinan, Stockbridge, Niskanen and the Living Learning Centers.
- b) Meal plan cancellation requests (only available in Burgum, Dinan, Churchill, Stockbridge, Niskanen and the Living Learning Centers) must be received in writing at the Department of Residence Life on or before July 1 for Fall Semester and Dec. 1 for Spring Semester. Late cancellations will only be accepted through the first Friday after classes start and a \$50 late fee will be assessed.
- c) Rates have been established for meals to begin with dinner on the first move-in day of the Fall Semester and breakfast on the first Monday of the Spring Semester. IDs will be issued at the beginning of each semester at a specified location. There is a fee for ID cards. ID cards are required for admittance in the dining centers.
- d) The meal plan rate does not include meals during university break periods. Dining service is available on a cash basis at the Memorial Union between semesters and during break periods, Monday through Friday.
- e) Meal plan add/change requests (not meal plan cancellations) must be received in writing at the Department of Residence Life. Approved changes are effective the following semester.

10. OCCUPANCY

- a) Residents must be an enrolled student at NDSU, must occupy the assigned room, and may not sublet or (re)assign the room. Students must be enrolled by the first day of classes to be eligible to live in university housing.
- b) If a student fails to occupy his/her assigned room within one week after the start of classes, the reservation will be canceled with a forfeiture of the reservation fee.
- c) When all "regular" room space is fully assigned, some single, double, triple/quad rooms, double rooms with study, motels and apartment units may be used as "overflow" housing until "regular" space becomes available.
- d) If a student occupies a room that falls below its designed capacity, he/she may request to keep a double room as a single or a triple/quad room as a double after the first week of each semester for an additional fee by contacting the Hall Director. Single and triple/quad room requests are honored depending on space availability. If a student does not wish to keep a double room as a single or a triple/quad as a double,

he/she must find another resident to live with him/her or move to a room with someone else. The hall staff will assist in finding a person to share the room, but it is ultimately the student's responsibility to find another roommate. The university cannot guarantee a roommate assignment.

- e) The Department of Residence Life reserves the right to consolidate residents when hall occupancy is below 100 percent capacity. Residents living in rooms at less than capacity will be charged the additional fee.
- f) The university reserves the right to transfer students from one room or hall to another in the interest of health, safety, student conduct or consolidation of overflow housing.
- g) The university reserves the right to determine what constitutes occupancy and may reassign residents accordingly.
- h) Any termination of occupancy or exceptions to this license contract will be subject to the approval of the Director of Residence Life or designee.

11. GUESTS AND VISITORS

- a) Guests of the same sex are permitted to remain overnight in the residence halls only if arrangements are made with the hall staff and residents have completed their roommate agreement. Residents are responsible for behavior of guests.
- b) Residence hall visitation hours are 24 hours and guests must be escorted 24 hours a day in all buildings. All residents are required to complete a roommate agreement during the first week of school. The roommate agreement must be completed in order for the 24-hour visitation policy to be in effect.

12. ROOM CHANGE/HALL TRANSFER

- a) Room changes, hall transfers and vacating rooms require the filing of requests with the Hall Director and approval from the Department of Residence Life. One hall transfer per semester is allowed.
- b) Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to the original room, an administrative charge of \$25 and/or disciplinary action.

13. BREAK PERIODS

- a) Residence halls close during semester break and other times. Residents must apply in advance to remain during these periods. Since contract rates do not cover these periods, students will be charged \$10 per night.

14. LIABILITY/INSURANCE

- a) The university assumes no responsibility for loss, theft or damage to personal property. The university strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The university does not have insurance that covers the personal property of residents or guests. In addition, students agree not to hold responsible the university, the Department of Residence Life and its employees and agents from any claims or damages sustained by students or guests as a result of acts or omissions relating to any changes or modifications made by the student to the room or furnishings. Students are financially responsible to the university and other residents for damage, loss or injury sustained by the university, the Department of Residence Life and its employees and agents as a result of student or guests' acts or omissions.

15. LICENSE CONTRACT CANCELLATION AND REFUND POLICY

- a) A reservation may be canceled with a refund of the reservation fee if such request is received in writing at the Department of Residence Life on or before July 1 for Fall Semester and on or before Dec. 1 for Spring Semester. Submittal of a cancellation request does not guarantee

cancellation. Cancellations must be approved by the Director of Residence Life or designee.

- b) Students currently residing on campus are not required to pay another reservation fee when they contract for the following year. If a student contracts for the following year and cancels after July 1 for fall, or after Dec. 1 for spring, a \$50 late cancellation fee will be assessed to his/her university account.
- c) If a student cancels a reservation after the specified deadline dates or applies after these dates and then cancels, the fee will not be refunded.
- d) If residence halls remain above capacity during the semester for men, men who have completed at least two semesters of college-level course work post high school graduation may request to be released before the end of the semester. If residence halls remain above capacity during the semester for women, women who have completed at least two semesters of college-level course work post high school graduation may request to be released before the end of the semester. If approved, a \$50 early release fee is assessed.
- e) Releases made during the contract period when the residence halls are below capacity or for conduct reasons will result in a breach of contract.
- f) A breach of contract will result in loss of room rent for the remainder of the contract period. Sixty percent of the unused board will be refunded.
- g) If a student vacates before the end of the school year without approval of the Director of Residence Life or designee, he/she will be held responsible for all charges for the remainder of the contract period.
- h) Students are responsible for properly checking out of the residence hall according to established procedure (contact Hall Director or Resident Assistant). Failure to do so will result in an improper check-out fee. The Hall Director may assess additional charges for damages, missing keys and cleaning.
- i) Refunds are calculated beginning with the first full week following the date the room is officially vacated. Midnight Saturday is considered the end of each week.
- j) If a student is re-instated or re-enrolled after release for non-admission, withdrawal or dismissal during the term of the contract, he/she agrees to fulfill the balance of the contract.
- k) Termination of this license contract for conduct reasons will result in a breach of contract (see Section 15e).

16. WITHDRAWAL FROM THE UNIVERSITY

- a) On or after the first day of classes of each semester, authorized room and board payment refunds are calculated on a percentage basis and issued by mail, provided all payment obligations to the university have been met. In order to complete the withdrawal process, a student must properly check out of his/her room within 24 hours of initiating the withdrawal process.

17. HALL OR ROOM CONTENTS AND USES

- a) Residence hall rooms are equipped with chests of drawers, mirrors, desks, telephone line, data jack, chairs, window coverings and beds. Overflow housing areas may not be equipped with all the items listed above.
- b) Students provide their own linen, blankets, pillows, towels, toilet articles, bedspread, desk lamp and telephone, if desired.
- c) Students are responsible for cleaning their rooms, removing waste materials and maintaining sanitation and safety conditions acceptable to the Department of Residence Life. Students will be billed for labor and material costs if cleaning is required by the university. Limited supplies for cleaning are available at each hall upon request.

- d) Permitted in residence halls are: microwave ovens under 850 watts, coffee makers w/auto shutoff, hot air corn poppers with enclosed heating elements under 1000 watts, refrigerators not exceeding 4 cu. ft. inside storage space, sewing machines, hair dryers, radios, stereo and television sets. These items must be UL approved. Some small cooking appliances are allowed in the Living Learning Centers and Niskanen. Contact hall staff for more information.
- e) Students are not permitted to make alterations, install equipment, paint or make repairs in any part of the building without approval from the Director of Residence Life. Additional furniture may not be brought into rooms without approval from the Hall Director. University property may not be transferred between rooms or removed from rooms, lounges or residence halls. Room personalization and window displays require approval by the Hall Director.
- f) The use or possession of the following is prohibited in or around residence halls and/or rooms:
 - i) alcoholic beverages or alcohol containers (regardless of age)
 - ii) narcotics or other drugs when their use or possession is prohibited by law
 - iii) firearms, ammunition, fire crackers, explosives, knives, bows and arrows, air-soft guns or other weapons
 - iv) cooking or heating appliances except those listed in 17d, and equipment such as electric frying pans, electric grills, hot plates, toasters, air conditioners, space heaters, electric cords outside of the room or building, or halogen lamps
 - v) antennas, dishes or aerials for radios or TVs
 - vi) homemade bed lofts
 - vii) battery chargers or engine heater cords
 - viii) open fires, candles, incense, potpourri pots or halogen light bulbs
 - ix) large weight lifting or exercise equipment
 - x) pets (other than fish in a tank no larger than 10 gallons)
 - xi) couches, sectionals, futons, or other seating furniture designed for more than one person
 - xii) other items deemed inappropriate by Residence Life staff
- g) Pictures or other wall hangings should be suspended only from moldboards, picture rails or bulletin boards. Students will be charged for damaged walls and ceilings.
- h) Fire safety and sanitation requirements prohibit cooking within the residence hall room. Limited kitchenette space is specifically designed for light snacks. Residents must clean kitchenettes. All food must be kept in closed containers.
- i) No motor vehicles may be used or stored in the residence halls.
- j) No person or organization, whether or not affiliated with the university, may advertise, sell, conduct a business or raise funds in the residence halls without registering and receiving permission from the Department of Residence Life. No person may use the words "NDSU" or "North Dakota State University," or any derivative thereof, in any address or in any other way associate such terms with any personal business, such as, but not limited to, on business cards or stationery, although persons may use their post office box number.
- k) Students must receive merchandise from vendors at the main entrances or main lobbies of the residence halls. No vendor is permitted beyond this common area.
- l) Gambling, including Internet gambling, is prohibited by law.

18. SERVICES

- a) Washers and dryers are furnished in the residence halls.
- b) A telephone line is located in each room. Long distance calls require calling cards or credit cards unless calling collect. Students may bring their own telephone card or accept a university approved Bison Lines card upon arrival.
- c) Mail service is provided to each residence hall, except on holidays or breaks.

- d) A leasing program for refrigerators, microwaves and lofts is available to on-campus students.
- e) A minimum of one data port is provided in each permanent room. Overflow spaces may not be equipped with data ports. NDSU does not guarantee direct connection for each resident's computer. Connections are intended to be shared and are provided for academic purpose only. (See Section 20b).

19. SAFETY AND SECURITY

- a) Students are required to comply with safety and security procedures and may not tamper with locked doors or admit unauthorized people into residence halls. Persons setting off false fire alarms, tampering with or removing fire fighting equipment or vandalizing or disrupting elevator service are subject to disciplinary action including termination of this contract and criminal action.
- b) Residents and guests must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors should be closed and lights should be left on.
- c) Each resident is issued a room key and security card access. When outside doors are locked, access is limited to residents and their authorized guests. University keys are the property of the university and may not be duplicated. A student's keys or access card may not be loaned to others. Room key loss requires a cylinder change and issuance of new keys. The student will be assessed replacement costs.

20. STANDARD REGULATIONS AND EXPECTATIONS

- a) Students are expected to know and abide by the terms and conditions of this contract and rules and regulations specified in the "Rights and Responsibilities of Community: A Code of Student Behavior" and the Residence Hall Calendar Handbook. Violation of these rules or other inappropriate conduct is handled through the disciplinary process of the residence halls and/or the university and may result in termination of this contract. Termination of contract for conduct reasons will result in a breach of contract (see Section 15e).
- b) Students are responsible for obtaining, reviewing and complying with computer-related guidelines and policies stipulated in "Rights and Responsibilities of Community: A Code of Student Behavior." In addition, students also are responsible for subject matter covered under "NDUS Computer Policy and Procedure." A copy of this policy can be obtained through the ITS Help Desk at IACC or at the Office of the V.P. for Student Affairs, Old Main.
- c) No student may create excessive noise, disturb or infringe on the rights of others, harass, haze, or in any way lessen the educational effectiveness of the university. This includes behavior that attempts to force a roommate to move out of the room and/or attempts to prevent a new roommate from moving into the room.
- d) Students are responsible for checking the condition of their room upon check-in. A signature on the room inventory and condition form is confirmation of the room condition at check-in. The Hall Director may make a final inspection of the room and may adjust the damage assessment as necessary. Roommates are encouraged to discuss damages with each other and take responsibility for their respective charges before check-out. The last roommate to check out is responsible for the remaining unclaimed damages.
- e) Students are responsible for damage and loss to residence hall property resulting from negligence or misuse. When responsibility within a room cannot be determined, all roommates will be jointly responsible. Willful damage shall be cause for disciplinary action, which can result in dismissal from the university.

- f) After termination of this license, the Department of Residence Life can dispose of abandoned or unclaimed property held in storage for more than 30 days by way of public or private sale or can otherwise dispose of such property. The department can keep the proceeds.
- g) Students are required to pay non-refundable hall activity dues (maximum \$100). These are annual dues that are assessed and used by residence hall government. This charge will be on the university bill at the beginning of the first semester. Dues are non-refundable once the semester begins.
- h) Students are responsible for information provided during hall/floor meetings as well as materials posted in the halls.
- i) All residence halls are designated as non-smoking. No smoking is allowed in any area of any building.

21. SEARCH AND INSPECTION

- a) The right to inspect rooms without notice is reserved by the university for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. The university will provide reasonable notice when possible. Such entry by the university shall not be regarded as a search but is separately agreed to and authorized by the student party to this contract. Entry and search of rooms by university or law enforcement officials for the purpose of discovering violations of university regulations,

local, state or federal law will be subject to the university policy expressed in "Rights and Responsibilities of Community: A Code of Student Behavior" issued by the Dean of Student Life Office.

22. TERMINATION OF LICENSE CONTRACT BY UNIVERSITY

- a) This license contract may be terminated by the university for student's violation of university and/or residence hall policies including, but not limited to, nonpayment of debt owed by student to the university, conduct violations, or if he/she is no longer enrolled as a student or has been suspended or expelled.
- b) Student agrees to vacate his/her room by the time stated in the notice by the Department of Residence Life. Failure to vacate may result in the denial of access to the room.
- c) The Director of Residence Life or designee may temporarily suspend, restrict or reassign a resident from his/her room or residence hall pending an investigation and/or hearing whenever, in the Director's judgment, the continued presence of the resident in a particular room or hall constitutes a danger to the resident or the safety of persons or property in the residence halls. The Director or designee shall grant immediate review by the end of the next business day on request of any resident so suspended, reassigned or restricted.

PLEASE KEEP THESE CONTRACT CONDITIONS

housing options

WOMEN'S HALLS

DINAN

- Next to the Memorial Union and Ceres Hall
- For first-year students and upperclassmen
- Double rooms
- Built-in desks and wardrobes
- Large main floor TV and study lounge
- Second and third floor lounge provide extra study areas
- Meal plan not required for upperclassmen

BURGUM

- Near Library at 12th Avenue North and University Drive
- For first-year students and upperclassmen
- Double rooms/some triples
- Air-conditioned
- Oak bunk beds, built-in vanity desks and wardrobes
- Lounge on each floor; large TV lounge
- Meal plan not required for upperclassmen

NORTH WEIBLE AND SOUTH WEIBLE

- North of the engineering complex
- For first-year students
- Double rooms/some triples
- Oak bunk beds, built-in desks and wardrobes
- 24-hour computer cluster
- Lounge on each floor; large TV lounge with piano
- Enclosed walkway to Residence Dining Center (meal plan is required)

MEN'S HALLS

STOCKBRIDGE

- On east edge of campus along University Drive
- For first-year students and upperclassmen
- Spacious double rooms; some with studies
- Study desks, oak bunk beds and built-in dressers
- Large TV lounge; study area and 24-hour computer cluster
- Meal plan not required for upperclassmen

CHURCHILL

- Close to academic buildings and the Memorial Union
- For first-year students and upperclassmen
- Spacious rooms with high ceilings, sinks, desks and chests
- Double rooms/some triples/a few singles
- 24-hour computer cluster
- Meal plan not required for upperclassmen

REED AND JOHNSON

- On Albrecht Boulevard and 15th Avenue North
- For first-year students
- Double rooms/some with studies/some triples
- Basement recreation area
- Enclosed walkway to the Residence Dining Center (meal plan is required)

CO-ED SUITE-STYLE HALLS

These living environments provide suite-style rooms. Two double rooms share a private bathroom area. Some suites also have a single room as a part of the suite. Suite-style halls have lounges on every other floor and recreational space on the first floor.

SEVRINSON, PAVEK, SEIM AND THOMPSON

- Nine-story high-rises
- Near 15th Avenue North and Albrecht Boulevard
- Pavek, Seim for first-year students and upperclassmen; Sevrinson, Thompson for first-year students
- Each has four houses with men and women on separate floors
- Two double rooms share common foyer with shower and toilet facilities
- Limited single rooms in each house
- 24-hour computer cluster on lower level of dining center
- Connected to West Dining Center by tunnels (meal plan is required)

NISKANEN

- On University Drive across from Fargodome
- Apartment style setting
- Furnished with beds, couches and desks
- Two double bedrooms, one or two bathroom(s), living room and kitchen
- Meal plan is not required for upperclassmen

THE LIVING LEARNING CENTERS

- Newest residence hall facilities on campus
- North of Wallman Wellness Center on 18th Street
- Designated for students at least 20 years old
- Studio apartment-style rooms
- Four-bedroom apartment-style rooms
- Meal plan is not required