

NORTH DAKOTA STATE UNIVERSITY

General Conditions of License Contract for Residence Halls for May 16, 2010 – August 14, 2010

For additional information: NDSU Dept 5310, Box 6050, Fargo, ND 58108-6050
1-800-572-8840 or (701) 231-7557 • email: NDSU.Residence.Life@ndsu.edu • website: www.ndsu.edu/reslife

Please read carefully before completing application.

North Dakota State University is fully committed to equal opportunity in employment decisions and educational programs and activities, in compliance with all applicable federal and state laws and including appropriate affirmative action efforts. This is for all individuals without regard to race, color, national origin, religion, sex (gender), disability, age, Vietnam Era Veterans status, sexual orientation, or status with regard to marriage or public assistance. 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 residents share living areas and are roommates with individuals who may have different life experiences and backgrounds. We are not asking that residents 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 an individual to use campus housing and is not a lease. The relationship between NDSU and the individual is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for individuals to use residential housing subject to the conditions of this contract and University regulations.

2 ELIGIBILITY

- a A person must be an enrolled student at NDSU, a student working on campus for a university unit, or receive approval by the Director of Residence Life or the Director's designee in order to be eligible to live on campus in summer housing. Residents must occupy the assigned room and may not sublet or (re)assign the room.
- b All first-year students are required to live on campus. More information about this policy can be found at www.ndsu.edu/reslife.
- c Housing may be refused to any individual based on his/her conduct, and/or whether he/she may pose a safety or security risk to person(s) or property. Housing may also be refused to those who have outstanding debts to the University.

3 APPLICATION PROCEDURE

- a Applicants must remit a \$50 reservation fee with the application. Individuals living on campus during the prior fall/spring semesters need not submit a new reservation fee. Check or money order payable to North Dakota State University should be sent to the Director of Residence Life, NDSU Dept. 5310, Box 6050, Fargo, North Dakota 58108-6050. Alternatively, the reservation

fee may be remitted online at www.ndsu.edu/reslife. An application does not guarantee a room reservation until so notified. Room assignments are made without regard to race, religion, color, creed or national origin.

- b Assignment priority is determined according to the date the application and fee are received. An application and corresponding reservation fee must be received prior to occupancy.
- c The University reserves the right to cancel reservations not paid for by the PAYMENT DUE DATES stipulated in Section 6e or when an assigned room has not been occupied by the FIRST DAY OF THE CONTRACT PERIOD.
- d After moving into the assigned room, the reservation fee is applied to the balance due for the room.
- e Roommate preferences are honored when possible. If requesting someone as a roommate, both applications should be submitted together.
- f A room is reserved only for the weeks indicated on the back of the application. The room will be reassigned for the weeks that are not indicated. If a resident needs to adjust the dates of his/her stay, he/she must contact the Residence Life Office for processing two weeks in advance of the requested date.
- g Prior to moving in, a reservation may be cancelled with a refund of the reservation fee if such request is received at the Department of Residence Life at least two weeks prior to the date indicated as the arrival date. If a reservation is cancelled less than two weeks before the arrival date indicated, the resident is subject to a \$50 late cancellation fee.

4 ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

- a Students with documented disabilities who need accommodations in their residence must contact Disability Services (701-231-8463). Assignments involving accommodations cannot be processed without a recommendation from Disability Services.
- b Requests for accommodations cannot be assured for individuals applying less than 60 days prior to the beginning of the term for which on-campus housing is needed. However, NDSU will make every effort to provide reasonable accommodations.
- c Assignment is based on the accommodations required and the date the License Contract and reservation fee 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 ROOM AND BOARD

- a This license contract is for ROOM ONLY. There is no summer session meal contract. The Memorial Union dining facilities will be open on a cash basis Monday through Friday during the summer months, except holidays.

Summer Room Rates:

\$1506/13 weeks

Charges will be assessed based on a resident's entire stay. The room rate includes 13 weeks of occupancy. If requesting to occupy a room less than 13 weeks, the total cost will be prorated on a weekly basis. A week is defined as beginning on Sunday and ending on Saturday, except the last week of the contract.

- b This rate does not include the non-refundable \$5.00 hall activity fee. This charge will be added to the student's University account.
- c Only students residing on campus for fall are eligible to remain on campus after August 7, 2010. Exceptions must be approved by the Director of Residence Life or the Director's designee.
- d Assignment priority is determined according to the date the application and fee are received. Room assignments are made for the dates indicated on the back of the application, and residents are expected to continue residence in the halls for the duration of the contract period. The University reserves the right to refund payment, refuse assignment to any applicant, and to make all final room assignment decisions.
- e A room assignment will be made by the Hall Director at the time of check-in at the hall. Room rent is due 10 days after moving in.
- f Late Payment: Late payment may result in a finance charge added to resident's account.

7 OCCUPANCY

- a An application and corresponding fee must be on file prior to occupancy.
- b Rooms must be vacated no later than 6:00 p.m. on August 7, 2010, unless registered to live on campus in the fall. Exceptions to this policy must be approved by the Director of Residence Life or the Director's designee.
- c Room preference type (studio vs. quad) cannot be guaranteed.

- d If a resident vacates assigned quarters prior to the end of the contract period without written consent of the Director of Residence Life, he/she will be held responsible for an additional two weeks of rent for the room, or for the original length of time requested, whichever is less.
- e Guests of the same sex are permitted overnight in a resident's room only if arrangements are made with the hall staff at least one day in advance. Residents are responsible for registration and behavior of their guests. A \$25 charge may be assessed for unauthorized guests.
- f The University assumes no responsibility for loss, theft or damage to personal property. The University strongly recommends purchase of renter's 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 their guests. In addition, residents agree not to hold responsible the University, the Department of Residence Life and its employees and agents from any claims or damages sustained by residents or their guests as a result of acts or omissions relating to any changes or modifications made by residents to their room or furnishings. A resident is 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 the resident or his/her guests' acts or omissions.
- g Any room not occupied during the summer is subject to reassignment. The University reserves the right to determine what constitutes occupancy.
- h Any terminations of occupancy or exceptions to this contract will be subject to the approval of the Director of Residence Life or the Director's designee.
- i The University reserves the right to transfer residents from one room to another if deemed necessary.
- j Residents who have a contract on file for fall semester are eligible to extend the summer school contract until August 14, 2010. Remaining students will move to their fall assignment and register for break housing on August 15, 2010.

8 CONTRACT CANCELLATIONS AND REFUNDS

- a An applicant's reservation may be canceled with a refund of the reservation fee if such request is received in writing at the Department of Residence Life two weeks before the scheduled arrival. Refunds are processed by Customer Account Services.
- b Since fall/spring semester students applying for summer housing need not submit the \$50 reservation fee, no refund is given to these individuals.
- c After taking possession of the room, any resident who wishes to shorten his/her length of stay must request to do so no less than two weeks prior to departure. Failure to do so will result in charges equal to the original length of stay requested, or charges equal to two weeks occupancy from the date the new request is made, whichever is less.

- d Residents are required to use the “REQUEST FOR RELEASE” form for contract cancellations. This form is available at the summer school Hall Office or Residence Life Office.

9 WITHDRAWAL FROM THE UNIVERSITY

- a On or after the first day of classes, authorized room 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 and be eligible for any refund, a student must properly check out of his/her room according to established procedure within 24 hours of initiating the withdrawal process.

10 HALL OR ROOM CONTENTS AND USES

- a All residence hall rooms are equipped with wardrobes/chests of drawers, mirrors, desks, telephone line, data jack, chairs, drapes/blinds and beds.
- b Standard setup in the LLC includes either single studios or 4 bedroom apartments. Both types include a furnished kitchenette area and bathroom.
- c Residents provide their own blankets, pillow, linens, bedspread, towels, toiletries, desk lamp, and telephone.
- d Residents are responsible for cleaning their rooms, removing waste materials and maintaining sanitation and safety conditions acceptable to the Department of Residence Life. Residents will be billed for labor costs if cleaning is required by the University. Equipment and supplies for cleaning are available at each hall upon request.
- e Permitted in residence halls are: microwave ovens 850 watts or less, coffee makers and corn poppers with enclosed heating elements under 1000 watts, sewing machines, hair dryers, radio, stereo or television sets. These items must be UL approved. Some small cooking appliances are permitted in the LLC.
- f Residents are not permitted to make alterations, install equipment, remove plumbing fixtures, paint, or make repairs in any part of the building without approval from the Director of Residence Life or the Director’s designee. 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.
- g The use or possession of the following is prohibited in or around residence hall 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, fire crackers, explosives, knives, bows and arrows, air-soft guns, or other weapons
 - iv) cooking or heating appliances except those listed in 10e, and equipment such as electric frying pans, electric grills, hot plates, toasters, air conditioners, space heaters, electric cords outside of the room or

building, and halogen lamps. Due to the kitchenettes present, the LLC *does* permit additional cooking appliances such as those listed above.

- v) antennas, dishes or aerials for radios or TVs
- vi) homemade bed lofts
- vii) battery chargers and engine heater cords
- viii) open fires, candles, incense, potpourri pots and halogen light bulbs
- ix) weight lifting equipment or exercise equipment
- x) pets (other than fish in an aquarium not larger than 10 gallons)
- xi) other items deemed inappropriate by Residence Life staff
- h Pictures or other wall hangings may be suspended using removable adhesive. Moldboards, picture rails, or bulletin boards should be used if available. Residents will be charged for damaged walls and ceilings.
- i Fire safety and sanitation requirements prohibit cooking within a residence hall room if it is not equipped with a kitchen. Some residence halls have limited kitchenette space specifically designed for light snacks. Kitchenettes are to be cleaned by residents. All food must be kept in closed containers. The LLC provides cooking options within the room instead of public kitchenettes.
- j No motor vehicles may be stored in the residence halls.
- k 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 stationary, although persons may use their post office box number.
- l Merchandise must be received from vendors at the main entrances or main lobbies of the residence halls. No vendor is permitted beyond this common area.
- m Gambling, including internet gambling, is prohibited by law.
- n Smoking is prohibited in the residence halls and within 50 feet of the building.

11 SERVICES

- a Coin-free washers and dryers are furnished in the residence halls.
- b Telephone lines are located in each room. Residents must provide their own telephone. Long distance calls require credit cards unless calling collect. Residents may sign up for University Bison Lines telephone credit card or bring their own calling cards. The telephone line is subject to the availability of service as negotiated by the Department of Residence Life and a specific vendor.
- c Mail service is provided to each residence hall, except on weekends, holidays, and breaks.

- d Basic cable TV service is provided. Cable TV is subject to the availability of service as negotiated by the Department of Residence Life and a specific vendor.
- e Direct network access through ResNet Connections is provided to NDSU students only. Requests for exceptions should be made to the Department of Residence Life. Arrangements for connection are made through Information Technology Services.

- i Residents are responsible for checking the condition of the room upon check-in. The resident's signature on the room inventory and condition form is his/her confirmation of the room condition at check-in. The last roommate to check-out is responsible for all non-assessed damages. Roommates are encouraged to discuss damages and take responsibility before check-out.
- j Residents are responsible for obtaining, reviewing and complying with computer related guidelines and policies stipulated in the "Rights & Responsibilities of Community: A Code of Student Behavior." This document can be found at the Office of the V.P. for Student Affairs or online at www.ndsu.edu/vpsa/policies_and_procedures/ In addition, residents are also 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 online at <http://its.ndsu.edu/security/au/>.

12 STANDARD REGULATIONS

- a Residents are expected to know and abide by the terms and conditions of this license contract and rules and regulations specified in the Residence Life Handbook/Calendar and the Rights & Responsibilities of Community: A Code of Student Behavior. Violations of these rules or other inappropriate conduct are handled through the disciplinary process of the residence halls and/or the University and may result in appropriate sanction(s) that may include the termination of this contract.
- b Residents 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 residence hall and/or University.
- c Residents must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors must be closed and lights left on. Tampering with emergency or fire equipment and activating false alarms endangers lives, and persons responsible will be prosecuted according to city and state laws.
- d No resident may create excessive noise, disturb or infringe on the rights of other residents, harass, haze, or in any way malign or damage the dignity of a fellow resident.
- e University keys may not be duplicated. Room key loss requires a cylinder change and issuance of new keys. Resident will be assessed the replacement cost.
- f Residents are responsible for information provided during hall/floor meetings as well as materials posted on hall bulletin boards.
- g Residents are required to pay a non-refundable \$5.00 hall activity fee. This charge will be added to each resident's University bill.
- h 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. Such entry by the University shall not be regarded as a search but is separately agreed to and authorized by the resident with 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 stated in the Rights and Responsibilities of Community: A Code of Student Behavior issued by the Dean of Student Life's office.

13 TERMINATION OF LICENSE BY UNIVERSITY

- a This contract may be terminated by the University for a resident's violation of University and/or residence hall rules and regulations including, but not limited to, non-payment of debt owed to the University, conduct violations, if the individual is no longer enrolled as a student, or has been suspended or expelled.
- b Resident 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 resident's 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.