

NORTH DAKOTA STATE UNIVERSITY
2009-2010 General Conditions of License
Contract for University Apartments

For additional information: Department of Residence Life, NDSU Dept. 5310, P.O. 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

1 LICENSE

- a. The University Apartments Contract creates a license for the student to use campus apartments 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 individuals to use residential housing subject to the conditions of this contract and University regulations.
- b. The terms of this University Apartments contract is valid from June 1, 2009 until May 31, 2010. All apartment licensees are required to sign a new license contract each year prior to June 1. Failure to do so may result in a hold being placed on the student's account and/or termination of the license contract. A vacating notice is still required for students who will be leaving campus and not signing a contract for the following term.

2 ELIGIBILITY REQUIREMENTS

- a. The University reserves the right to determine what constitutes occupancy.
- b. Faculty/Staff/Visiting Faculty are eligible to reside in the apartments for no more than one calendar year.
- c. A current licensee pre-registered for classes for the following fall semester may retain housing for summer without summer registration.
- d. All occupants of an apartment unit must fall within one of the following categories:
 - i) *UNDERGRADUATE STUDENTS*
Any student who is currently enrolled at North Dakota State University, and has completed a minimum of 2 semesters of college level course work post high school graduation or reached 20 years of age by the time of occupancy.
 - ii) *GRADUATE STUDENTS*
Any graduate (masters or doctoral) student who is currently enrolled at North Dakota State University, and has completed a bachelor's degree program.
 - iii) *FAMILY MEMBERS*
Any student at North Dakota State University who is married (and living with spouse), or is the head of a household may live in one of the University apartments with members of the immediate family only. "Head of Household" shall mean a person supporting or living with his or her child, brother, sister or parent for whom proof of support can be shown. A copy of a marriage certificate and/or proof of dependency must be presented.
 - iv) *POST-DOCTORAL RESEARCH FELLOWS*
Any post-doctoral research fellow with written verification of a fellowship. Verification must be provided prior to assignment and every semester thereafter. Marital status or head of household

requirements may also need to be met to be eligible for housing.

- v) *ACADEMIC STAFF / VISITING FACULTY*
Academic Staff/Visiting Faculty within the first calendar year of employment with North Dakota State University are eligible to live in University Apartments.

- e. A waiting list is established by the date that the application and application fee are received. No additional priority is given to an applicant based on University status/classification.

3 APPLICATION AND ASSIGNMENT PROCEDURES

- a. A \$200 application fee (check or money order payable to North Dakota State University) must be remitted with a license contract application to the Director of Residence Life, North Dakota State University, Dept. 5310, PO Box 6050, Fargo, ND 58108-6050. Alternatively, application fees may be paid by MasterCard or Discover via phone at (701)231-7557 or 1-800-572-8840. The application fee is applied to the initial rental payment.
- b. Due to high demand, most apartments have a waiting list for assignments. Apartment assignments are made in the order that application and fees are received. An applicant must secure an NDSU ID number before an assignment will be made. Final confirmation of housing is subject to admission to the University. Assignment to an apartment does not mean the Office of Admission has accepted the student, and admission to the University does not guarantee an apartment assignment. Acceptance of an assignment to a particular unit is final. At such time the license contract is signed by the applicant, it becomes the contractual agreement. If an applicant is not immediately assigned, he/she will be placed on the waiting list.
- c. The signed apartment application and required fee must be returned to be certain of consideration, but this does not guarantee the applicant an assignment for any specific date.
- d. Prospective tenants should indicate their housing preference on the application. The University reserves the right to assign applicants to the first available apartment based on their application. Therefore, applicants should only apply for the type of apartment(s) which will best suit their needs for the duration of their occupancy.
- e. In applications involving family members, the application should be filled out and signed by the primary student. (The primary student is the one whose eligibility will determine the right to residency. See section 2.d.iii.) Falsification of any information will result in cancellation of license contract or, if assignment has been made, constitutes breach of license contract.
- f. In order to apply with a roommate(s), applicants agree to the following:

- i) Each roommate must complete an application and submit an application fee.
 - ii) Applications should be returned together. Only students of the same sex may reside in any individual apartment.
 - iii) If one or more roommate(s) cancels this agreement, it is understood that the remaining licensee(s) will be responsible for the total apartment rent. The University retains the option of transferring the remaining licensee(s) to another unit or reassigning the vacancy.
- g. Once an apartment is assigned, the applicant will receive notice and have ten (10) days to accept or decline the assignment. If the assignment is accepted, failure to occupy the unit may result in forfeiture of application fee.

4 LOSS OF ELIGIBILITY

- a. If registration as a student is canceled or otherwise terminated, this license contract is automatically ended.
- b. The licensee agrees to vacate their unit within ten (10) days of the termination of eligibility, or the date of graduation, whichever is earlier.
- c. Graduation does not waive the 60 day "Intent to Vacate" notice required of all licensees planning to vacate.

5 RENTAL PAYMENT

- a. Rates are subject to change without notice as required by fluctuating labor and material costs and as approved by the State Board of Higher Education. The University will give a 30-day notice for a change in rent.
- b. Rental rates for the apartments from June 1, 2009 to May 31, 2010 are anticipated to be approximately:
 - i) Univ, Village 1 bedroom, unfurnished \$425/month
 - ii) Univ. Village 2 bedroom, unfurnished \$500/month
 - iii) Niskanen 2 bedroom, 1 bath, furnished \$570/month
 - iv) Bison Court Studio \$400/month
 - v) Bison Court 1 bedroom \$525/month
 - vi) Bison Court 2 bedroom \$710/month
 - vii) Bison Block (if available, per person) \$400/month

Official rates for 2009-2010 will be posted on the Residence Life website when they are finalized.

- c. The rates above are provided as an illustration of rate types. Actual rental rates will be determined as indicated in section 5a, and will be posted online at www.ndsu.edu/reslife when available.
- d. The rental period is for one month. Rent is due and payable at Bison Connection on or before the first day of each month without any further billing or statements. Charges for initial partial periods shall be computed on a daily basis.
- e. Licensees failing to pay rent within five business days after the due date will be assessed a late fee of \$20. The acceptance of the rent and late fee does not waive the licensor's right to terminate the license.
- f. A hold is placed on the student record if the account payments are not up to date. Delinquent rent shall be cause for removal from University Apartments with past due rent collected from an outside collection agency.

6 SERVICES

- a. Internet, water, sewer and garbage collection are provided without additional charge.
- b. Coin operated washers and dryers are located within each court throughout University housing. Privately owned washers and dryers are not permitted in the University apartments.
- c. Telephone service is the licensee's responsibility. Arrangements for telephone service are to be made with North Dakota State University Telecommunications where applicable.
- d. Mail service is provided for each apartment except for days when the U.S. Postal Service does not deliver mail.
- e. Parking spaces are available in designated lots near the Bison Court and University Village apartments. North Dakota State University parking permits are required to park in these spaces. Downtown apartments have a variety of parking arrangements.
- f. Vehicle block heater outlets are available in the parking lots in University Village.
- g. The licensee is responsible to contract electric service through Xcel Energy except in Bison Court.
- h. Each apartment is equipped with a cable television outlet. Local cable television service is optional. A licensee wanting cable service must contract the service with the local cable television company where applicable. Satellite dishes may be installed in University Village only with approval from the Department of Residence Life. The installation must be completed by a professional company.
- i. Apartment keys are the property of the University and may not be duplicated. Apartment key loss requires a cylinder change and issuance of new keys. Licensee will be assessed replacement costs.

7 RESIDENCE LIFE POLICIES

- a. Representatives of North Dakota State University make no promises with respect to the policies, premises or dwelling other than mentioned herein. Failure of North Dakota State University to enforce any of these terms shall not be considered as waiver but the same shall continue to apply in full force and effect.

i) INSPECTION

- (1) The right to inspect apartments without notice is reserved by the University for purposes of maintenance, cleaning, fire, personal safety and for purposes of administering provisions of this license 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 licensee. Entry and search of apartments by University or law enforcement officials for purposes 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.

ii) PROPERTY

- (1) The University assumes no responsibility for loss, theft or damage to licensee's personal property.

The University strongly recommends the purchase of insurance to cover loss or damage of personal property. The University does not have insurance that covers the personal property of licensee or guests. In addition, licensee agrees not to hold the University, the Department of Residence Life and its employees and agents responsible for any claims or damages sustained by the licensee or guests as a result of their acts or omissions relating to any changes or modifications made in the apartment. Licensee is financially responsible to the University and other licensees for damage, loss, or injury sustained by the University, the Department of Residence Life and its employees and agents as a result of licensee or licensee's guest's omissions.

iii) ALCOHOL, TOBACCO AND DRUGS

- (1) The possession or consumption of alcoholic beverages and/or illegal drugs is not allowed.
- (2) Smoking is not permitted in any of the apartments.

iv) FIREARMS/WEAPONS

- (1) The possession or use of any firearm or other weapon is prohibited anywhere on North Dakota State University property, including University apartments facilities.

v) FIRE SAFETY

- (1) Persons setting off false fire alarms, tampering with or removing firefighting equipment are subject to disciplinary action including termination of this license contract and criminal action.
- (2) The possession or use of candles or incense is prohibited in all University Apartments.

vi) PETS

- (1) Animals or pets of any kind are not allowed in the University Apartments, with the exception of non-carnivorous fish in aquariums no larger than 30 gallons per apartment. Dogs, cats, birds, hamsters, gerbils, guinea pigs, rats, mice, reptiles, etc. are prohibited.
- (2) Requests for a service animal are handled by the Office of Disability Services. Inquiries should be addressed to them.

vii) DAMAGES

- (1) Each licensee is responsible for damage and loss resulting from negligence or misuse by the licensee or guests. All repairs shall be authorized and made by the University. Charges for damages considered beyond normal wear and tear are assessed to the licensee.

viii) MAINTENANCE AND UPKEEP

- (1) Licensee is required to keep outside areas adjacent to their apartments in a clean and sanitary condition. Personal property and equipment may not be stored outside, or in the hallways of the apartment buildings. Clotheslines are prohibited in the apartment areas. Each licensee shall dispose of garbage, rubbish and waste in a manner prescribed by the University, the City of Fargo and the State of North Dakota.
- (2) The University is cooperating with the ordinances of the City of Fargo and the U.S. Postal Service in

asking that licensee clear all sidewalks leading to the licensee's apartment within 24 hours after each snowfall. Uncleared sidewalks leading to an apartment directly from the parking lot or a main sidewalk will be cleaned off at the licensee's expense if not cleared off within this time period.

ix) VEHICLES AND PARKING

- (1) Any motor vehicle owned or operated by the licensee within University parking areas must display a parking permit. Permits are purchased at Thorson Maintenance Center.
- (2) Penalty for violation of traffic laws is assessed according to University traffic rules and regulations. Licensee is expected to remove his/her vehicle(s) during snow removal and grading. Failure to remove vehicle will result in towing at owner's expense. North Dakota State University will not be responsible for damage incurred during lot maintenance.

8 STANDARD REGULATIONS AND INFORMATION

- a. Licensee must be an enrolled student at North Dakota State University, must occupy the assigned apartment and may not sublet individual space or apartments.
- b. Licensee is responsible for reading and acting upon information and notices delivered to the apartment and/or posted in common areas. Licensees are also responsible for any information sent to them via their official NDSU email address.
- c. Total occupancy for families in University Village cannot exceed the maximum of three people in a one-bedroom, five people in a two-bedroom, or seven people in a three-bedroom apartment.
- d. Total occupancy for graduate and undergraduate students in University Village/Bison Court cannot exceed the maximum of one person in a studio, two people in a one-bedroom, or four people in a two-bedroom apartment.
- e. Total occupancy limits for Downtown apartments may not exceed one person in a studio, two people in a one bedroom, four people in a two bedroom, three people in a three bedroom, and four people in a four bedroom.
- f. Guests are permitted for a maximum of one month in any one-year period, provided total occupancy limits are not exceeded.
- g. No student may create excessive noise, disturb or infringe on the rights of other students, harass, haze, or in any way lessen the educational effectiveness of the University.
- h. No person or organization, whether affiliated with the University or not, may advertise, sell or conduct business or raise funds in University apartments without registering and receiving written permission from the Director of Residence Life.
- i. Transfers are permitted when a change in living situation requires a different living space. Licensee must pay a transfer fee of \$100. Rental accounts must be paid in full prior to transferring to a new apartment. These requests are honored as received in relation to the existing waiting list and availability.
- j. Furnishings:

- i) University Village apartments are unfurnished except for a refrigerator and a range.
 - ii) Maynard Niskanen apartments (formerly known as F Court) are furnished with refrigerator, range, dining table and chairs, love seat, end table, lamp, blinds, chest of drawers, desk and chairs, bunk beds, and mattresses.
 - iii) Bison Court apartments are furnished with refrigerator, range, microwave, and blinds. A couch, bed(s), and mattresses are available on a limited basis.
 - iv) Downtown apartments are unfurnished except for a refrigerator and a range.
- k. Erection of fences, alterations of any nature, installation or replacement of appliances is prohibited. A request form is available should a licensee wish to install an air conditioner or a freezer.
 - l. Licensee must provide blankets, bedding, towels, toiletries, bedspread and desk lamp if desired, along with other necessary household dishes and utensils.
 - m. University property may not be relocated or removed from any apartment.
 - n. Licensee is responsible for the cleaning of the apartment.
 - o. No motor vehicles may be stored in any apartment.
 - p. The University, at its option, may move licensee due to the needs of University. The University will give the licensee thirty (30) days notice to move. Licensee agrees to move to the assigned residence within the thirty (30) days or terminate his/her license contract.
 - q. Apartments may not be painted by licensees.

9 CHECK-OUT PROCEDURE

- a. When vacating, licensee must furnish the Department of Residence Life with a written notice of intent to vacate sixty (60) days in advance. Failure to provide proper notice will result in a breach of agreement fee. A fee of \$5 per day for each day short of the required sixty (60) days will be assessed, or the equivalent of one month's rent, whichever is greater.
- b. If extenuating circumstances prevent licensee from providing the required sixty day vacating notice, a letter of appeal may be submitted.
- c. University staff reserves the right to inspect the apartment after receiving a vacating notice to determine needed repairs or remodeling prior to the next assignment.
- d. If licensee requests to stay in the unit beyond the end of licensee's vacating notice, licensor may agree to extend the last rental period. Licensee will pay a daily rental payment.
- e. Failure to vacate the apartment by written notice date will result in prorated rent for each additional day.
- f. When vacating University apartment housing, licensee is expected to leave the apartment clean and ready for the next occupant. Licensee will be billed for labor costs if cleaning is required by the University.
- g. The University disposes of unclaimed property left behind after thirty (30) days, and the cost of removal is charged to the licensee.

- h. The University makes arrangements for the cleaning of carpet and upholstery. Licensee will be assessed a \$30 fee for the carpet and upholstery cleaning upon check out.
- i. Failure to checkout properly will result in an improper checkout fee of \$50.
- j. Licensee must contact the Complex Manager at least five (5) days prior to the established vacating date to schedule an appointment. The licensee's presence, along with any roommate(s), is required during the inspection.
- k. There is a charge for the replacement of lost University keys and cylinder changes.
- l. A copy of the "Damage Responsibility Release Certificate" (for units with roommates) must be completed.

10 TERMINATION

- a. This license contract may be terminated by the University for breach of its terms including a student's violation of University and/or University apartment rules and regulations which include but are not limited to, nonpayment of debt owed by the student to the University, conduct violations, if student is no longer enrolled as a student or has been suspended or expelled.
- b. With the exceptions of items in c and d of this section, the University will give licensee thirty (30) days notice to terminate. At the University's option, it may give thirty (30) days notice to licensee to cure infraction before termination. If the infraction is not cured, the termination will occur at the end of those thirty (30) days and the University will give licensee ten (10) days notice to vacate. Licensee agrees to vacate within the ten (10) days. Failure to vacate within those ten (10) days may result in denial of access to licensee's housing.
- c. When licensee is no longer eligible to remain in housing, licensee must vacate within ten (10) days of the termination of eligibility.
- d. If licensee provides false information on this license contract, the apartment application or any subsequent license contract renewals, this contract may be terminated. Licensee must vacate within ten (10) days of notice of termination. See Section 11.

11 INCLUSIONS

- a. Licensee agrees to abide by and be governed by North Dakota State University policies, regulations and ordinances. The University reserves the right to change such policies, rules and regulations as it may deem appropriate and timely. Licensee warrants that all information provided by the licensee in this license contract, the apartment application and any subsequent license contract renewals is true and acknowledges that if any information provided by the licensee in the license contract, application or subsequent license contract renewals is false, the University, at its option, may terminate the lease upon sixty (60) days written notice to the licensee.
- b. Any exceptions to this license contract will be subject to the approval of the Director of Residence Life or designee.

PLEASE KEEP THESE CONTRACT CONDITIONS

North Dakota State University does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, Vietnam Era Veterans status, sexual orientation, marital status, or public assistance status. Direct inquiries to the Executive Director and Chief Diversity Office, 202 Old Main, (701) 231-7708. NDSU is an equal opportunity institution.
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