

NORTH DAKOTA STATE UNIVERSITY
General Conditions of License Agreement for Summer Guests
May 17, 2021 – August 7, 2021

For additional information: NDSU Dept 3430, 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

Please read carefully before completing application.

1 LICENSE

- a The Summer Guest license agreement 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 guest housing subject to the conditions of this contract and University regulations.

2 ELIGIBILITY

- a Summer guest housing is available to campus visitors, guest lecturers, and students working in Fargo for an internship, research project, or job training. Other guests may use summer housing based on approval from the Director of Residence Life or the Director's designee.
- b 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 submit a completed License Agreement for Summer Guests to reserve summer housing.
- b Assignment priority is determined according to the date the application is received. A completed application must be received prior to occupancy. Full payment (nonrefundable) for the stay is required prior to check-in, unless prior arrangements have been made.
- c A room is reserved only for the dates indicated on the application. The room may be reassigned for the times 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.

4 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 for Summer Guests:

MLLC: \$37.75 per person, per night (7 night min stay);
\$28.25 per person, per night for stays longer than 31 days.
(Non-NDSU sponsored guests are subject to a 10.5% sales tax.)

Niskanen Hall: Price is subject to conference/camp/participant specific rates and needs.

- b Only students residing on campus for fall are eligible to remain on campus after August 7, 2021. Exceptions must be approved by the Director of Residence Life or the Director's designee.
- c The University reserves the right to refuse assignment to any applicant, and to make all final room assignment decisions.
- d A room assignment will be made by the Hall Director at the time of check-in at the hall.

5 OCCUPANCY

- a An application must be on file prior to occupancy.
- b Rooms must be vacated no later than 6:00 p.m. on August 7, 2021. Exceptions to this policy must be approved by the Director of Residence Life or the Director's designee.
- c 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.
- d 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.
- e Any room not occupied during the summer is subject to reassignment. The University reserves the right to determine what constitutes occupancy.
- f Any terminations of occupancy or exceptions to this license agreement will be subject to the approval of the Director of Residence Life or the Director's designee.
- g The University reserves the right to transfer residents from one room to another if deemed necessary.

6 LICENSE AGREEMENT CANCELLATIONS AND REFUNDS

- a An applicant's reservation may be canceled by contacting the Department of Residence Life before the scheduled arrival.
- b Payment for room rent is non-refundable.

7 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 MLLC includes either single studios or 4 bedroom apartments. Both types include a kitchenette area and bathroom.
- c Standard setup in Niskanen includes either two bedroom and 1 or 2 bathroom apartments. Both types include a kitchen area.
- d Residents provide their own toiletries, desk lamp, and telephone. Guests also provide their own cooking utensils, pots, pans, etc.
- e A linen set is provided which include sheets, blanket, pillow, and pillowcase as part of the price.
- f 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. Limited equipment and supplies for cleaning are available at each hall upon request.

- g Permitted in residence halls are: coffee makers with auto shutoff 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. Small cooking appliances are also permitted.
- h 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.
- i 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) antennas, dishes or aerials for radios or TVs
 - v) homemade bed lofts
 - vi) battery chargers and engine heater cords
 - vii) open fires, candles, incense, potpourri pots and halogen light bulbs
 - viii) weight lifting equipment or exercise equipment
 - ix) pets (other than fish in an aquarium not larger than 10 gallons)
 - x) other items deemed inappropriate by Residence Life staff
- j 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.
- k No motor vehicles may be stored in the residence halls.
- l 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.
- m 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.
- n Gambling, including internet gambling, is prohibited by law.
- o Smoking is prohibited on campus.
- 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 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 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 license agreement. Such entry by the University shall not be regarded as a search but is separately agreed to and authorized by the resident with this license agreement. 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.
- g Residents are responsible for checking and documenting 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.
- h 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 online at <https://www.ndsu.edu/fileadmin/policy/601.pdf>. In addition, residents are also responsible for subject matter covered under "NDUS Computer Policy and Procedure." A copy of this policy can be viewed online at <https://cts.ndsu.edu/about/it-policies-and-procedures/>.

8 SERVICES

- a Coin-free washers and dryers are furnished in the residence halls.
- b Mail service is provided to the MLLC/Niskanen, except on weekends, holidays, and breaks.
- c Basic cable TV service is provided, but residents must provide their own television. Cable TV is subject to the availability of service as negotiated by the Department of Residence Life and a specific vendor.
- d Guest access for internet connections may be available to summer guests by request.

9 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 Rights & Responsibilities of Community: A Code of Student Behavior. Violations of these rules or other inappropriate conduct may result in removal from summer housing.