NORTH DAKOTA STATE UNIVERSITY
General Conditions of License Agreement for Summer Guests
May 21, 2018 – July 31, 2018

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.
   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.

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: $36.75 nightly and Niskanen Apt: $59.85 nightly,
      with minimum 7 night stay (Non-NDSU sponsored guests
      are also subject to a 10.5% sales tax.)
   b Only students residing on campus for fall are eligible to remain
      on campus after July 31, 2018. 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 July 31,
      2018. 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
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      or omissions relating to any changes or modifications made by
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      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
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

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.

No motor vehicles may be stored in the residence halls.

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.

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.

Gambling, including internet gambling, is prohibited by law.

Smoking is prohibited on campus.

8 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. 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 the LLC/Niskanen, except on weekends, holidays, and breaks.
d. 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.
e. 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 stipulated in the “Rights & Responsibilities of Community: A Code of Student Behavior.” Violations of these rules or other inappropriate conduct may result in removal from summer housing.

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 “NDUS Computer Policy and Procedure.” A copy of this policy can be obtained through the ITS Help Desk at QBB or online at http://its.ndsu.edu/security/au/. RL-4/13-200