

NORTH DAKOTA STATE UNIVERSITY
2016-2017 General Conditions of License
Agreement 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 General Conditions of License Agreement for University Apartments creates a license for the individual to use campus apartments 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 agreement and university regulations.
- b) The terms of this License Agreement for University Apartments is valid from June 1, 2016 until May 31, 2017. All apartment licensees are required to sign a new license agreement each year prior to June 1. Failure to do so may result in a hold being placed on the licensee's account and/or termination of the license agreement. A 60 day vacating notice is required for licensees who will be leaving campus and not signing an agreement for the following term.

2) ELIGIBILITY REQUIREMENTS

- a) The University reserves the right to determine what constitutes occupancy.
- b) Housing may be refused to any individual based on their current or past conduct, whether the individual may pose a safety or security risk to persons or property. Housing also may be refused to individuals who have outstanding debts to the university.
- 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**
This includes 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**
This includes any graduate (masters or doctoral) student who is currently enrolled at North Dakota State University, and has completed a bachelor's degree program.
 - iii) **POST-DOCTORAL RESEARCH FELLOWS**
This includes any post-doctoral research fellow with written verification of a fellowship. Verification must be provided prior to assignment and every semester thereafter. Post-doctoral research fellows are eligible to live in university apartments for no more than five (5) years from the date of occupancy.
 - iv) **FACULTY, STAFF, VISITING SCHOLARS/RESEARCHERS**
Faculty, staff, and visiting scholars/researchers working at North Dakota State University are eligible to live in university apartments within their first year of employment and for no more than one calendar year from the date of occupancy. Verification of employment must be provided prior to assignment.
 - v) **FAMILY MEMBERS OF ELIGIBLE LICENSEES**

Licensees who meet the eligibility requirements in sections 2.d.i. through 2.d.iv may have spouses and dependent family members reside with them for the duration of their occupancy. A copy of a marriage certificate and/or proof of dependency must be presented prior to occupancy.

- 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 agreement 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 online at www.ndsu.edu/reslife/apartment_applications. The application fee is applied to the initial rental payment.
- b) 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. An applicant must secure an NDSU ID number before an application can be processed.
- c) Due to high demand, most apartments have a waiting list for assignments. Apartment assignments are made in the order that applications and fees are received. Final confirmation of housing is subject to admission/employment to the University. Assignment to an apartment does not guarantee admission/employment to the University, and admission/employment to the University does not guarantee an apartment assignment. Acceptance of an apartment assignment is final. At such time the license agreement 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.
- d) Applicants 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) that will best suit their needs for the duration of their occupancy. The University reserves the right to change apartment assignments if deemed necessary.
- e) In applications involving family members, the application should be filled out and signed by the primary occupant (The primary occupant is the one whose eligibility will determine the right to occupancy. See sections 2.d.iii through 2.d.iv.). Falsification of any information will result in cancellation of license agreement or, if assignment has been made, constitutes breach of license agreement.
- 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 occupants 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 applicant(s) will be responsible for the total apartment rent. The University retains the option of transferring the remaining applicant(s) to another unit or reassigning the vacancy.

- g) Once an apartment is assigned, the applicant will receive notice via e-mail and have ten (10) business days to accept or decline the assignment. Failure to respond to an apartment assignment notice may result in forfeiture of the application fee. 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, the license granted herein is terminated. If employment with North Dakota State University is terminated, the license granted herein is terminated.
- b) The licensee agrees to vacate their apartment within ten (10) days of the loss of eligibility regardless of circumstances.
- c) Loss of eligibility due to circumstances within a licensee's control including but not limited to graduation from the university, choosing not to register for classes, failure to attend classes resulting in administrative withdrawal, completion of employment term with the university, or conduct violations will result in a breach of agreement fee. See section 11.
- d) Loss of eligibility due to circumstances not within a licensee's control including but not limited to academic suspension or unexpected loss of employment from the university will not result in a breach of agreement fee.

5) **LICENSE 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 the license fee.
- b) Rates for the apartments from June 1, 2016 to May 31, 2017 are anticipated to be approximately:

i) University Village 1 bedroom	\$510/month
ii) University Village 2 bedroom	\$590/month
iii) University Village 3 bedroom	\$755/month
iv) Niskanen Expansion, 1 bedroom	\$690/month
v) Niskanen Expansion, 2 bedroom	\$975/month
vi) Niskanen Expansion, 3 bedroom	\$1145/month
vii) Bison Court Studio	\$510/month
viii) Bison Court 1 bedroom	\$650/month
ix) Bison Court 2 bedroom	\$865/month
- c) The fees above are provided as an illustration of fee types. Actual license fees will be determined as indicated in section 5a, and will be posted online at www.ndsu.edu/reslife when available.
- d) The license period is for one month. The license fee is due by the tenth (10th) day of each month without any further billing or statements. Payments can be made at Bison Connection or online through Campus Connection. Charges for initial partial periods shall be computed on a daily basis.
- e) Licensees who fail to pay license fees by the tenth (10th) day of the month will be assessed a late fee of \$35. The acceptance of the license fee and late fee does not waive the licensor's right to terminate the license.
- f) A hold is placed on the student record if payments are not up to date. Delinquent license fees shall be cause for removal from University Apartments. Past due fees will be referred to an outside agency for collection.

- g) In situations where one or more roommate(s) vacate an apartment, it is understood that the remaining licensee(s) will be immediately responsible for the total apartment rent (including the current month's rent) based on the roommate(s) vacating date.

6) **SERVICES**

- a) Internet, heat, water, sewer and garbage collection are provided without additional charge.
- b) Coin operated laundry equipment (washers and dryers) are located within each complex throughout the university apartments. Privately owned washers and dryers are not permitted in apartment units.
- 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) Parking spaces are available in designated lots near Bison Court, University Village, and Niskanen Expansion apartments. An NDSU parking permit is required for parking on campus. Permits are purchased through the NDSU Parking Office. Assignment of an apartment does not guarantee availability of a parking permit.
- e) The licensee is responsible to contract electric service through Xcel Energy except in Bison Court and Niskanen Expansion.
- f) Each apartment is equipped with a cable television outlet. Cable television service is provided in Niskanen Expansion and Bison Court. It is optional in University Village (UV). A UV resident wanting cable service must contract with the local cable television company. Satellite dishes may be installed in University Village only with approval from the Department of Residence Life. The installation and removal of satellite dishes must be completed by a professional company.
- g) Apartment keys are the property of the University and may not be duplicated. Only one key will be issued per lawful occupant. Apartment key loss requires a cylinder change and issuance of new keys. Licensee will be assessed replacement costs.

7) **SEARCH AND INSPECTION**

- a) 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 agreement. 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 inspection 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 Conduct."

8) **LIABILITY/INSURANCE**

- a) 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 the occupancy of the unit or 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 actions or omissions.

9) **RESIDENCE LIFE POLICIES**

- a) *Alcohol and Other Drugs*
 - i) The possession or consumption of alcoholic beverages and/or illegal drugs or drug paraphernalia is prohibited.
 - ii) Smoking is not permitted in apartments or anywhere on the North Dakota State University campus.
- b) *Firearms/Weapons*
 - i) Possession or use of firearms, ammunition, fire crackers, explosives, bows and arrows, air-soft guns, paint ball guns, or other weapons is prohibited anywhere on North Dakota State University property, including university apartment facilities.
- c) *Fire Safety*
 - i) Persons setting off false fire alarms, tampering with or removing firefighting equipment are subject to disciplinary action including termination of this license agreement and criminal action.
 - ii) The possession or use of candles or incense is prohibited in all university apartments units. Designated select locations amongst the apartment complexes have been identified where candles or incense may be used for religious and cultural practices. Please refer to the Residence Life website for more information about this policy.
<http://www.ndsu.edu/reslife/diversity/>
- d) *Animals*
 - i) Animals or pets of any kind are not allowed in University apartments, with the exception of non-carnivorous fish in aquariums no larger than 10 gallons per apartment. Dogs, cats, birds, hamsters, gerbils, guinea pigs, rats, mice, rabbits, reptiles, etc. are prohibited
 - ii) Requests for a service animal are handled by the Office of Disability Services, 701-231-8463. Inquiries should be addressed through that office.
- e) *Damages*
 - i) 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.
- f) *Maintenance and Upkeep*
 - i) Licensee is required to keep the inside of their apartment and the outside areas adjacent to their apartment 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.
 - ii) 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 cleared off at the licensee's expense if not cleared off within this time period. A charge of \$60 per apartment unit will be assessed.
- g) *Vehicles and Parking*
 - i) Any motor vehicle owned or operated by the licensee within University parking lots must display a parking permit.
 - ii) Penalty for violation of traffic laws is assessed according to University traffic rules and regulations.

- iii) Licensee is expected to remove his/her vehicle(s) from parking lots during snow removal operations. Failure to remove vehicle(s) will result in towing at the owner's expense. North Dakota State University will not be responsible for damage incurred during parking lot maintenance.

10) **STANDARD REGULATIONS AND INFORMATION**

- a) Licensees are expected to know and abide by the terms and conditions of this agreement and rules and regulations specified in "Rights and Responsibilities of Community: A Code of Student Conduct." Violation of these rules or other inappropriate conduct is handled through the disciplinary process of the University Apartments and/or the university and may result in termination of this license agreement.
- b) Licensees must be an enrolled student/employee at North Dakota State University, must occupy the assigned apartment and may not sublet individual space or apartments.
- c) Licensees entering into an apartment agreement must stay a minimum of 60 days before being permitted to submit an "Intent to Vacate" notice.
- d) Licensees are 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.
- e) Total occupancy for apartments housing graduate and/or undergraduate students in University Village/Bison Court/Niskanen Expansion cannot exceed one person in a studio, two people in a one-bedroom, four people in a two-bedroom, or four people in a three-bedroom apartment.
- f) Total occupancy for apartments housing families in University Village/Bison Court/Niskanen Expansion cannot exceed three people in a one-bedroom, five people in a two-bedroom, or seven people in a three-bedroom apartment.
- g) Guests of the same sex in single-gender apartments or of any sex in married couple apartments are permitted for a maximum of one month (30 days) in any one calendar year period provided total occupancy limits are not exceeded.
- h) 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.
- i) 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.
- j) Transfers are permitted when a change in living situation requires a different living space. Licensee must pay a transfer fee of \$50. Licensees are limited to one (1) transfer request per license agreement term. 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 lists and availability.
- k) Once a transfer apartment is assigned, the applicant will receive notice and have ten (10) business days to accept or decline the assignment. Failure to respond to an apartment transfer notice may result in forfeiture of the transfer fee. If the assignment is accepted, failure to occupy the unit may result in forfeiture of transfer fee.
- l) Any licensee that checks out of a university apartment and checks in to another university apartment within the same academic term will be considered an apartment transfer and must pay a transfer fee of \$50. Additionally, any licensee that checks out of a University apartment at the end of an academic term and checks

in at the beginning of the next academic term will be considered an apartment transfer and must pay a transfer fee of \$50.

- m) All apartments are unfurnished, but include a refrigerator and range. Niskanen Expansion and Bison Court apartments include a microwave. Niskanen Expansion apartments also include dishwashers.
- n) Licensee must provide own bedding, towels, toiletries, and other necessary household items including dishes and kitchen utensils. Additionally, licensee must provide their own cleaning supplies and equipment.
- o) 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 (University Village only) or a large chest freezer.
- p) University property may not be relocated or removed from any apartment.
- q) Licensee is responsible for the cleaning of the apartment.
- r) No motor vehicles may be stored in any apartment.
- s) Apartments may not be painted by licensees.
- t) 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 agreement.

11) 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. The fee structure is as follows:
 - i) Licensees that are short 10 days or less of the required 60 day notice will be assessed rent through the end of the 60 day period.
 - ii) Licensees that are short between 11 and 30 days of the required 60 day notice will be assessed a \$250 fee.
 - iii) Licensees that are short between 31 and 60 days of the required 60 day notice will be assessed a \$500 fee.
- 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 and prior to the licensee vacating the apartment 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, licenser may agree to extend the last license period. Licensee will pay a daily license payment.
- e) Failure to vacate the apartment by written notice date will result in prorated license fee 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 and materials costs if cleaning/repairs are 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) Failure to checkout properly will result in an improper checkout fee of \$50.
- i) 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.
- j) There is a charge for the replacement of unreturned University keys and cylinder changes.
- k) A copy of the "Damage Responsibility Release Certificate" (for units with roommates) must be completed.

12) TERMINATION

- a) This license agreement may be terminated by the University for breach of its terms including a licensee's violation of University and/or university apartment rules and regulations which include but are not limited to, nonpayment of debt owed by the licensee to the University, nonpayment of the license fee or any other fee associated with such license, conduct violations, if student is no longer enrolled as a student or has been suspended or expelled, if an employee is no longer employed by the University.
- 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 agreement, the apartment application or any subsequent license agreement renewals, this agreement may be terminated. Licensee must vacate within ten (10) days of notice of termination. See Section 13.

13) 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 agreement, the apartment application and any subsequent license agreement renewals is true and acknowledges that if any information provided by the licensee in the license agreement, application or subsequent license agreement renewals is false, the University, at its option, may terminate the lease upon ten (10) days written notice to the licensee.
- b) Any exceptions to this license agreement will be subject to the approval of the Director of Residence Life or designee.

PLEASE KEEP THESE AGREEMENT CONDITIONS

North Dakota State University does not discriminate on the basis of age, color, disability, gender expression/identity, genetic information, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, or status as a U.S. veteran. Direct inquiries to the Title IX/ADA Coordinator, 201 Old Main, (701) 231-7708. NDSU is an equal opportunity institution.

RL-4/15-500