

NORTH DAKOTA STATE UNIVERSITY

General Conditions of License Agreement for Residence Halls for May 15, 2022 – August 5, 2022

For additional information: NDSU Dept 3430, 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. 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. 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 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 residential housing subject to the conditions of this license agreement and University regulations.

2 ELIGIBILITY

- a A person must meet one or more of the following criteria to be eligible to live on campus in summer housing:
 - i) be an enrolled (summer school) student at NDSU
 - ii) be working on campus for a university unit/office/department during the summer
 - iii) have a Fall 2022 on-campus housing assignment, or
 - iv) receive approval by the Director of Residence Life or the Director's designee

Residents must occupy the assigned room and may not sublet or (re)assign the room.

- b Housing may be refused to any individual based on conduct, and/or whether the student 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 \$100 reservation fee with the application. Individuals living on campus during the prior spring semester, and those who have applied for

housing for the following fall semester, 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. 3430, Box 6050, Fargo, ND 58108-6050. An application does not guarantee a room reservation until so notified.

- b The University reserves the right to cancel reservations when a room has not been occupied by the first day of the license agreement period.
- c After moving into the assigned room, the reservation fee is applied to the balance due for the room.
- d Roommate preferences are honored when possible, but no guarantee of roommate matching is made.
- e A room is reserved only for the dates indicated on the application. **If a resident needs to adjust the dates of stay, the resident must contact the Department of Residence Life, in writing, for processing at least two weeks in advance of the requested date.**

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 may not be processed without a recommendation from Disability Services.
- b Requests for accommodations cannot be assured for individuals applying less than 30 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 agreement 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 The Residence Life website – ndsu.edu/reslife – has additional details about LGBTQ roommate matching options.

6 ROOM AND BOARD

- a This license agreement is for ROOM ONLY. For summer meal options, contact NDSU Dining.

- b Summer Room Rates for Mathew Living Learning Center:
 - \$1932 for 12 weeks (\$161/week, \$23/day)
 - Charges will be assessed based on a resident's entire stay.
- c 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 license agreement period. The University reserves the right to refund payment, 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.
- e Room fees may be paid online through Campus Connection or at NDSU One Stop located at Memorial Union.

7 OCCUPANCY

- a An application and corresponding fee (if applicable) must be on file prior to occupancy.
- b Rooms must be vacated no later than 6:00 p.m. on August 5, 2022, 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. four bedroom) cannot be guaranteed.
- d Guests of the same gender are permitted overnight in a resident's room. Residents are responsible for behavior of their guests.
- e 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 the resident's guests' acts or omissions.
- f Any room not occupied during the summer is subject to reassignment. The University reserves the right to determine what constitutes occupancy.
- g 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.
- h The University reserves the right to transfer residents from one room to another if deemed necessary.
- i Residents who have a license agreement on file for fall semester are eligible to extend the summer license

agreement until August 12, 2022. Remaining students will move to their fall assignment and register for break housing on August 13, 2022.

- j A student may check in only once during the summer, and check out only once. Since NDSU summer housing does not operate as a hotel, a student may not make multiple stays over the course of the summer to avoid paying for weekends or other time away. A student may choose to be away from campus at various times through the summer, but is not permitted to check out and back in during those times. The student will be billed for housing between the one check-in date and the one check-out date.

8 LICENSE AGREEMENT CANCELLATIONS AND REFUNDS

- a An applicant's reservation may be canceled with a refund of the reservation fee if such request is received at the Department of Residence Life two weeks before the scheduled arrival. Refunds are processed by Customer Account Services. Since prior-spring-semester and following-fall-semester students applying for summer housing need not submit the \$100 reservation fee, no refund is given to these individuals.
- b **If a reservation is cancelled less than two weeks before the arrival date indicated, the resident is subject to a \$100 late cancellation fee.**
- c **After checking into a room, any resident who wishes to shorten the 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 **If a resident vacates an assigned room prior to the end of the license agreement period without written consent of the Director of Residence Life, the resident will be held responsible for an additional two weeks of room charges, or for the original length of time requested, whichever is less.**

9 WITHDRAWAL FROM THE UNIVERSITY

- a On or after the first day of classes, authorized room refunds are calculated based on date of withdrawal and returned to the student, 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 the 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, Ethernet jacks, Wi-Fi, chairs, drapes/blinds, and beds. Standard setup in the Mathew Living Learning Center (MLLC) includes either single studios or four-bedroom units. Both types include a kitchenette (stove/oven, sink, and microwave) and bathroom.
- b Residents provide their own blankets, pillow, bedspread, linens, television, towels, toiletries, desk lamp, and kitchen supplies (pots, pans, utensils).

- c Residents are responsible for cleaning their rooms (including kitchen, living area, and bathroom, if applicable), 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 upon request.
- d Appliances permitted in summer school residence halls include: coffee makers with auto shutoff, corn poppers with enclosed heating elements under 1000 watts, sewing machines, hair dryers, radio, stereo and television sets. These items must be UL approved. Small cooking appliances are permitted in the MLLC.
- e Residents are not permitted to make alterations, install equipment, remove plumbing fixtures, paint, or make repairs in any part of the building. 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 may be subject to approval by Residence Life staff.
- f 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, paintball guns, or other weapons
 - iv) air conditioners, space heaters, electric cords outside of the room or building, and halogen lamps/lights/bulbs
 - v) antennas, dishes or aerials for radios or TVs
 - vi) homemade bed lofts
 - vii) battery chargers and/or engine heater cords
 - viii) open fires, candles, incense, potpourri pots
 - ix) weight lifting equipment, exercise equipment, and/or hoverboards
 - x) pets (other than non-carnivorous fish in an aquarium not larger than 10 gallons)
 - xi) kitchen appliances such as instant pots, George Foreman-style grills, crock pots, pizza ovens, air fryers, hot plates, toasters, instant pots, or other appliances with exposed heating elements, except in buildings such as Mathew Living Learning Center or Niskanen that include kitchens/kitchenettes within each individual housing unit
 - xii) other items deemed inappropriate by Department of Residence Life staff
- g 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/or ceilings.

- h No motor vehicles may be stored in the residence halls.
- i 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.
- j 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.
- k Gambling, including internet gambling, is prohibited by law.
- l Smoking is prohibited on campus.

11 SERVICES

- a Coin-free washers and dryers are furnished in the residence halls. A portion of hall dues go toward maintenance and upkeep of laundry facilities.
- b Mail service is provided to the MLLC, except on weekends, holidays, and break periods. Packages are delivered to the Bookstore in Memorial Union.
- c Basic cable TV service is provided, as well as content streaming. Both are subject to the availability of service as negotiated by the Department of Residence Life and a specific vendor.
- d Direct network access 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.

12 STANDARD REGULATIONS

- a Residents are expected to know and abide by the terms and conditions of this license agreement and rules and regulations specified in the Residence Life Handbook and the document *Rights & Responsibilities of Community: A Code of Student Conduct*. The handbook can be viewed at https://www.ndsu.edu/fileadmin/reslife/Misc/ResLife_Handbook.pdf. The Code of Conduct can be viewed at <https://www.ndsu.edu/fileadmin/policy/601.pdf>. 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 license agreement.
- b Residents are responsible for damages and/or 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 or mail 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 and/or community gatherings, as well as materials posted within the hall on billboards or other common places.
- g 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 *Rights and Responsibilities of Community: A Code of Student Conduct*.
- h 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 their 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.
- i Residents are responsible for obtaining, reviewing and complying with computer related guidelines and policies stipulated in *Rights & Responsibilities of Community: A Code of Student Conduct*. This document can be found online at <http://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 obtained through the ITS Help Desk at the Quentin Burdick Building or online at <http://www.ndsu.edu/its/security/au/>.

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 Director's designee shall grant immediate review by the end of the next business day on request of any resident so suspended, reassigned or restricted.

"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: Vice Provost for Faculty and Equity, Old Main 201, 701-231-7708 or Title IX/ADA Coordinator, Old Main 102, 701-231-6409."

13 TERMINATION OF LICENSE BY UNIVERSITY

- a This license agreement 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 the 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 Director's designee may temporarily suspend, restrict or reassign a resident from the room or residence hall pending an investigation and/or hearing whenever, in the Director's judgment, the