

NORTH DAKOTA STATE UNIVERSITY

General Conditions of License Agreement for Summer 2023

(Current on-campus students are eligible for housing starting May 14, 2023. Other guests are eligible starting May 21. Availability for both groups ends August 4, 2023, with the exception of students living in a residence hall for the 2023-2024 academic year. Those individuals are able to extend their stay until their Fall 2023 housing is available to move into.)

For additional information: NDSU Dept 3430, Box 6050, Fargo, ND 58108-6050
(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 student at a North Dakota University System institution of higher education
- ii) be working on campus for a university unit/office/ department during the summer, which may include serving as a guest lecturer, participating in research, serving as an intern, completing practicum hours, participating in job training, etc.
- iii) have a Fall 2023 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 individual 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 [online form](#) to reserve summer housing. An application does not guarantee a room reservation until so notified.
- b Assignment priority is determined according to the date the application is received. A completed application must be received prior to occupancy. For those who are not North Dakota University System students, full payment (nonrefundable) for the stay is required prior to check-in, unless prior arrangements have been made (e.g. interdepartment billing to a particular

campus entity). For NDUS students, the cost for summer housing will be billed to the student account.

- 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 stay, that person must contact the Residence Life Office for processing at least **two weeks** in advance of the requested date. The University reserves the right to cancel reservations when a room has not been occupied by the first day of the license agreement period.
- d Roommate preferences are honored when possible, but no guarantee of roommate matching is made.

4 ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

- a Students with documented disabilities who need accommodations in their residence must contact The Center for Accessibility and Disability Resources (CADR) at 701-231-8463. Assignments involving accommodations may not be processed without a recommendation from CADR.
- 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 application is received.

5 ACCOMMODATIONS FOR RESIDENTS BASED ON GENDER IDENTITY/EXPRESSION

- a The Department of Residence Life is committed to assisting individuals who need specific 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:

\$2058 for 12 weeks (\$171.50/week, \$24.50/day)

Charges will be assessed based on a resident's entire stay.

(Non-NDSU sponsored guests are subject to a 10.5% sales tax for the first 30 days of occupancy)

- c Room assignments are made for the dates requested on the online application, and residents are expected to continue residence for the duration of the 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 For NDUS students, fees may be paid online through Campus Connection or at NDSU One Stop located at Memorial Union.

7 OCCUPANCY

- a In addition to the online application, individuals will sign at check-in to indicate they have read and agree to these terms and conditions.
- b Rooms must be vacated no later than 6:00 p.m. on August 4, 2023, unless registered to live on campus for fall semester. Residents with a license agreement on file for fall semester are eligible to extend their stay until moving to their fall assignment on or about August 13, 2022.
- c Exceptions to this policy must be approved by the Director of Residence Life or the Director's designee.
- d Room preference type (studio vs. four bedroom) cannot be guaranteed.
- e Guests of the same gender are permitted overnight in a resident's room. Residents are responsible for behavior of their guests.
- f 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.

- g Any room not occupied during the summer is subject to reassignment. The University reserves the right to determine what constitutes occupancy.
- h 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.
- i The University reserves the right to transfer residents from one room to another if deemed necessary.
- j A resident may check in only once during the summer, and check out only once. NDSU summer housing does not operate as a hotel, so an individual may not make multiple stays over the course of the summer to avoid paying for weekends or other time away. A resident 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 individual 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 if such request is received at the Department of Residence Life two weeks before the scheduled arrival. Failure to cancel within this timeframe may result in a \$100 late cancellation/administrative fee.
- b **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.

- c **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.**
- d **For those who are not enrolled North Dakota University System students, payment for room rent is non-refundable.**

9 WITHDRAWAL FROM THE UNIVERSITY

- a For summer school students, 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) 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 stationery, although persons may use their post office box number.
- j Merchandise must be received from vendors at the main entrances or main lobby of the residence hall. 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 may be 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 "<https://cts.ndus.edu/about/it-policies-and-procedures/>." 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/>.

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 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."