

License Agreement for NDSU Residence Halls 2019-2020

The Department of Residence Life supports North Dakota State University's commitment to equal opportunity and will not make room assignments or changes contrary to this policy. Our students share living areas and are roommates with individuals who may have different life experiences and backgrounds. We ask that students come with an open mind and are accepting of individual differences. NDSU is fully committed to equal opportunity in employment decisions and educational programs and activities. This is in compliance with all applicable federal and state laws and includes appropriate affirmative action efforts for all individuals without regard to age, color, disability, gender identity, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, or status as a U.S. veteran, status with regard to marriage or public assistance, or participation in lawful activity off the employer's premises during nonworking hours which is not in direct conflict with the essential business-related interests of the employer. This commitment to equal opportunity includes such areas as admission, counseling, housing, financial aid, co-curricular activities and academic programs.

1. LICENSE

a) The Residence Hall License Agreement creates a license for the student to use campus housing and is not a lease. The relationship between NDSU and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for students to use residential housing subject to the conditions of this agreement and university regulations.

2. ELIGIBILITY/REQUIREMENTS

- a) Students who are enrolled at NDSU are eligible to live in university housing.
- b) Housing may be refused to any student based on current or past conduct, particularly if the student may pose a safety or security risk to persons or property. Housing also may be refused to students who have outstanding debts to the university.
- c) All first-year students are required to live in a residence hall. For the 2019-2020 academic year, a first year student is defined as an individual with a high school graduation date of January 1, 2019 or later. For more information about this policy, visit the NDSU Residence Life website at www.ndsu.edu/reslife.
- d) Newly admitted students ages 21 and younger residing in university housing must provide documentation of immunity against meningococcal disease in accordance with NDUS Policy 506.1. Documentation is maintained by Student Health Services, located in Wallman Wellness Center.

3. APPLICATION AND ASSIGNMENT PROCEDURES

- a) Once admitted to NDSU, students can submit a room and meal plan license agreement and \$100 room reservation fee online via Campus Connection. Instructions may be found at www.ndsu.edu/reslife. Submitting a license agreement does not guarantee a room reservation or a student's first choice for room/hall preference.
- b) Room assignments are made without regard to race, religion, color, creed or national origin. Selection/assignment priority is determined according to the date the license agreement and fee are received.
- c) After moving into a room, the reservation fee is applied to the initial room/meal plan payment.

d) University housing is available to the extent that the university has regular space. However, students may be assigned to "overflow" housing when "regular" space has been filled. Overflow housing may include some larger single, double, triple/quad rooms, double rooms with study space, area hotels, and apartment units. Furnishings and services available in overflow spaces may differ from regular spaces. Room rates will remain the same for these areas.

e) Roommate preferences are honored when possible, but are not guaranteed. Students must request each other as roommates, if roommate preferences are to be honored.

f) Final confirmation of housing is subject to admission to the university. Admission to the university does not guarantee a room assignment.

4. ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

- a) Students with documented disabilities who need accommodations in their residence hall room and/or meal plan must contact Disability Services, 701-231-8463. Assignments with accommodations cannot be processed without a recommendation/documentation from Disability Services.
- b) Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which on-campus accommodations are needed. NDSU will make every effort, however, to provide reasonable accommodations.
- c) Assignment is based on the accommodations required and the date the completed license agreement and 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 accommodations based on gender identity/expression.
- b) Students seeking these accommodations are encouraged to complete the LGBTQ and Ally Roommate Matching Form on the Residence Life website.

6. LICENSE AGREEMENT TERM

- a) This agreement is made for the academic year (Aug. 24, 2019 - May 15, 2020). The Department of Residence Life reserves the right to cancel reservations not paid by the payment due dates (see Section 8) and to make all final decisions regarding assignments.

7. ROOM AND MEAL PLAN SELECTIONS

- a) Rates do not include annual hall activity dues (see Section 20g).
- b) The rates listed are for the 2018-2019 academic year. Final 2019-2020 rates will be posted online when available. These rates do not include official university break periods (see Section 13).

2018-2019 Rates

Hall	Fall	Spring	Total
Burgum, Dinan, Stockbridge, Reed, Johnson, Weible, Churchill	\$2159	\$1767	\$3926
Pavek, Seim, Sevrinson, Thompson, Niskanen	\$2229	\$1824	\$4053
Mathew LLC East/West	\$2514	\$2058	\$4572
ADD: \$125 per semester for "E" rooms (designed singles) in Seim, Sevrinson, Pavek, Thompson and designed single in Burgum; \$256 per semester for doubles used as singles			

MEAL PLAN RATES (per semester):

Five Day Meal Plan (M-F): \$2100/semester
Unlimited access (M-F)

Seven Day Meal Plan: \$2319.50/semester
Unlimited access, seven days/week

c) If room and/or meal plan rates change within the agreement period, students have the option to accept or terminate this agreement.

8. PAYMENT PLANS AND PROCEDURE

a) Room and Meal Plan

Payment is due according to the guidelines established by NDSU. These guidelines are available at www.ndsu.edu/onestop/. The university will assess a late fee on accounts that are past due for one month or more.

b) Non-payment

Failure to comply with the above payment plans may result in cancellation of the student's reservation (see Section 6a) and/or a hold on the student's university registration.

c) Late Assignment

If a student is assigned after the payment deadline date, the student shall remit amount due to NDSU One Stop or through Campus Connection by the designated time.

9. MEAL PLANS

a) Two meal plan selections are available: Five Day Unlimited (M-F) and Seven Day Unlimited. All first-year students are required to maintain a meal plan. Additionally, all residents of Reed, Johnson, Weible, Thompson, Sevrinson, Seim, Pavak, and Cater Halls are required to maintain a meal plan. Meal plans also are available, but not required, for non-first year students residing in Niskanen Hall, or the Mathew Living Learning Centers.

b) Meal plan cancellation requests (only available in Niskanen Hall and the Mathew Living Learning Centers) must be received at the Department of Residence Life on or before August 1 for fall semester or December 1 for spring semester. Late cancellations will only be accepted through the first Friday after classes start and a \$100 processing fee will be assessed.

c) Rates have been established for meals to begin with dinner on the first move-in day of the fall and spring semesters. NDSU Cards or finger scans are required for meal plan admittance in the dining centers.

d) The meal plan rate does not include meals during university break periods. Dining service is available on a limited cash basis at the Memorial Union food retail locations between semesters and during break periods, Monday through Friday.

e) Meal plan add/change requests (not meal plan cancellations) must be submitted in writing at the Department of Residence Life. Plans may be changed from Five Day to Seven Day at any time. Plans may be reduced from Seven Day to Five Day through the eighth business day of each semester. After that, requests for decrease will be effective the following semester.

10. OCCUPANCY

a) Residents must be enrolled students at NDSU, must occupy the assigned room, and may not sublet or (re)assign the room. Students must be enrolled by the first day of classes to be eligible to live in university housing.

b) If a student fails to occupy the assigned room within one week after the start of classes, the room reservation will be canceled. A late cancellation fee and administrative charge will be assessed. See Section 15 for additional details.

c) If a student occupies a room that falls below its designed capacity, the student may request to keep a double room as a single or a triple room as a double after the first week of each semester for an additional fee. Requests to "buy out" the empty space are honored depending on space availability. If a student does not wish to keep a double room as a single or a triple as a double, the student must find another resident to move into the vacant space, or move to a room with someone else. The hall staff will assist in finding a person

to share the room, but it is ultimately the student's responsibility to find another roommate. The university cannot guarantee a roommate assignment.

d) The Department of Residence Life reserves the right to consolidate residents when hall occupancy is below 100 percent capacity. Residents living in rooms at less than capacity will be charged an additional fee.

e) The university reserves the right to transfer students from one room or hall to another in the interest of health, safety, student conduct, consolidation of overflow housing, or consolidation of rooms with empty beds.

f) The university reserves the right to determine what constitutes occupancy and may reassign residents accordingly.

g) Any termination of occupancy or exceptions to this agreement will be subject to the approval of the Director of Residence Life or designee.

11. GUESTS AND VISITORS

a) With roommate approval, guests of the same sex are permitted to remain overnight in the residence halls after residents have completed their roommate success plan.

b) Residents are responsible for behavior of guests.

c) Residence hall visitation hours are 24 hours and guests must be escorted 24 hours a day in all buildings.

12. ROOM CHANGE/HALL TRANSFER

a) Room changes, hall transfers and vacating of rooms require the filing of requests and approval from the Department of Residence Life.

b) Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to the original room, an administrative charge, and/or disciplinary action.

13. BREAK PERIODS

a) Residence halls close during Thanksgiving, semester, and spring break periods. Residents must apply in advance to remain during these periods. Since license agreement rates do not cover these periods, students will be charged \$16 per night. Students approved for arrival prior to move-in day will be charged the break housing rate until the semester begins.

14. LIABILITY/INSURANCE

a) The university assumes no responsibility for loss, theft or damage to personal property. The university strongly recommends purchase of 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 guests. In addition, students agree not to hold responsible the university, the Department of Residence Life and its employees and agents for any claims or damages sustained by students or guests as a result of acts or omissions relating to any changes or modifications made by the student to the room or furnishings. Students are 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 student or guests' acts or omissions.

15. LICENSE AGREEMENT CANCELLATION AND REFUND POLICY

a) A license agreement may be canceled with a refund of the reservation fee if such request is received in writing at the Department of Residence Life on or before May 1 for fall semester and on or before December 1 for spring semester. Submittal of a cancellation request does not guarantee cancellation. Cancellations must be approved by the Director of Residence Life or designee.

- b) For non-first-year (returning) students, room cancellations for fall semester that occur from May 2 through June 1 will result in a \$100 late cancellation fee. Between June 2 and July 1, cancellations will result in a \$150 fee. From July 2 through August 1, cancellations will result in a \$200 fee. Cancellations after August 1 will result in a \$250 fee. Cancellations by returning students made on or after August 18 (by those who do not check in) will result in a \$300 fee.
- c) For non-first-year (returning) students who have a housing assignment but do not cancel or show up to claim their space (see section 10 b), an administrative charge not to exceed one week of room and meal plan costs will be assessed in addition to the late fee.
- d) Students currently residing on campus are not required to pay another reservation fee when they enter into a license agreement for the following year during the Room Sign Up process. However, any current student who participates in Room Sign Up will be subject to the cancellation fee schedule as listed.
- e) If residence halls remain above capacity during the semester for upperclassman men, men who have completed at least two semesters of college-level coursework post high school graduation may request to be released before the end of the semester. If residence halls remain above capacity during the semester for upperclassman women, women who have completed at least two semesters of college-level coursework post high school graduation may request to be released before the end of the semester. If approved, a \$100 early release fee is assessed.
- f) Releases made during the agreement period when the residence halls are below capacity or for conduct reasons will result in a breach of license agreement.
- g) A breach of license agreement will result in loss of room rent for the remainder of the agreement period. (See section 6.) Sixty percent of the unused meal plan charges will be refunded.
- h) If a student vacates before the end of the school year without approval of the Director of Residence Life or designee, the student will be held responsible for all charges for the remainder of the agreement period.
- i) Students are responsible for properly checking out of the residence hall according to established procedure (contact Hall Director or Resident Assistant). Failure to do so will result in an improper check-out fee. The Hall Director may assess additional charges for damages, missing keys and/or cleaning.
- j) Refunds are calculated beginning the first full week following the date the room is officially vacated. Midnight on Saturday is considered the end of each week.
- k) If a student is re-instated or re-enrolled after release for non-admission, withdrawal or dismissal during the term of the agreement, the student agrees to fulfill the balance of the agreement.
- l) Termination of this license agreement for conduct reasons will result in a breach of license agreement (see Section 15 f, g).

16. WITHDRAWAL FROM THE UNIVERSITY

- a) In order to complete the withdrawal process, a student must properly check out of the room within 24 hours of initiating the withdrawal process. On or after the first day of classes of each semester, authorized room and meal plan payment refunds are calculated on a percentage basis. Provided all payment obligations to the university have been met, any remaining refunds are returned to the student.

17. HALL OR ROOM CONTENTS AND USES

- a) Residence hall rooms are equipped with chests of drawers, mirrors, desks, internet connectivity, chairs, trash cans, window coverings and beds. Overflow housing areas may not be equipped with all the items listed above.
- b) Students are responsible for cleaning their rooms, removing

waste materials and maintaining sanitation and safety conditions acceptable to the Department of Residence Life. Students will be billed for labor and material costs if cleaning is required by the university. Limited supplies for cleaning are available at each hall upon request.

- c) The following items are permitted in residence halls, subject to UL approval: microwave ovens not exceeding 1000 watts, coffee makers with auto shutoff, and refrigerators or freezers not exceeding 5 cubic feet inside storage space. Some small cooking appliances are allowed in the Mathew Living Learning Centers and Niskanen Hall, as those facilities are equipped with kitchens in each unit. Contact hall staff for more information.
- d) Students are not permitted to make alterations, install equipment, paint or make repairs in any part of the building without approval from the Director of Residence Life. 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.
- e) The use or possession of the following is prohibited in or around residence halls and/or 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, ammunition, fire crackers, explosives, knives, bows and arrows, air-soft guns or other weapons (Sporting arms may be stored by University Police. Contact NDSU PD to make arrangements.)
 - iv) cooking or heating appliances except those listed in 17 c, and equipment including, but not limited to, electric frying pans, electric grills, hot plates, hot pots, toasters, air conditioners, space heaters, electric extension cords extending outside of the room or building, or halogen lamps
 - v) antennas, dishes or aerials for radios or TVs
 - vi) homemade bed lofts and/or bed risers
 - vii) battery chargers or engine heater cords
 - viii) open fires, candles, incense, potpourri pots or halogen light bulbs
 - ix) large weight lifting or exercise equipment
 - x) pets (other than fish in a tank no larger than 10 gallons)
 - xi) couches, sectionals, futons, or other seating furniture designed for more than one person
 - xii) other items deemed inappropriate by Residence Life staff
- f) Pictures or other wall hangings should be suspended only from moldboards, picture rails or bulletin boards. Students will be charged for damaged walls and ceilings.
- g) Fire safety and sanitation requirements prohibit cooking within the residence hall room, except in Niskanen Hall and MLLC. Limited kitchenette space is specifically designed for light snacks. Residents must clean kitchenettes. All food must be kept in closed containers.
- h) No motor vehicles may be used or stored in the residence halls. This includes, but is not limited to, electric or gas powered scooters and hoverboards.
- 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) Students must receive merchandise 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.

18. SERVICES

- a) Washers and dryers are furnished in the residence halls.
- b) Mail service is provided to each residence hall, except on weekends, holidays and breaks. Packages will have a centralized pickup location.
- c) A leasing program for refrigerators, microwaves and lofts is available to on-campus students through a designated third party vendor.
- d) Internet connectivity – wired and/or wireless – is provided for residence hall students. Overflow spaces may not be equipped with data ports. NDSU does not guarantee a data port connection for each resident's computer and/or device. Connections are intended to be shared and are provided for academic purposes. .

19. SAFETY AND SECURITY

- a) Students are required to comply with safety and security procedures and may not tamper with locked doors or admit unauthorized people into residence halls. Persons setting off false fire alarms, tampering with or removing firefighting equipment or vandalizing or disrupting elevator service are subject to disciplinary action including termination of this license agreement and criminal action.
- b) Residents and guests must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors should be closed and lights should be left on.
- c) Each resident is issued a room key and/or security card access. When outside doors are locked, access is limited to residents and their authorized guests. University keys are the property of the university and may not be duplicated. A student's keys or access card may not be loaned to others. Room key loss requires a cylinder change and issuance of new keys. The student will be assessed replacement costs.

20. STANDARD REGULATIONS AND EXPECTATIONS

- a) Students are expected to know and abide by the terms and conditions of this agreement, rules and regulations specified in NDSU Policy 601 (Rights and Responsibilities of Community: A Code of Student Conduct), and policies and procedures listed in the Residence Hall Calendar Handbook. Violation of these rules or other inappropriate conduct is handled through the disciplinary process of the residence halls and/or the university and may result in termination of this license agreement.
- b) No student may create excessive noise, disturb or infringe on the rights of others, harass, haze or in any way lessen the educational effectiveness of the university. This includes behavior that attempts to force a roommate to move out of the room and/or attempts to prevent a new roommate from moving into the room.
- c) Students are responsible for checking and recording the condition of their room upon check-in. A signature on the room condition form is confirmation of the room condition at check-in. The Hall Director may make a final inspection of the room and may adjust the damage assessment as necessary. Roommates are encouraged to discuss damages with each other and take responsibility for their respective charges before check-out. The last roommate to check out is responsible for the remaining unclaimed damages.
- d) Students 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 disciplinary action, which can result in dismissal from the university.

- f) After termination of this license, the Department of Residence Life can dispose of abandoned or unclaimed property held in storage for more than 30 days by way of public or private sale or can otherwise dispose of such property. The department can keep the proceeds.
- g) Students are required to pay non-refundable hall activity dues (maximum \$100). These are annual dues that are assessed and used by residence hall government. This charge will be on the university bill at the beginning of the first semester living on campus. Dues are non-refundable once the semester begins.
- h) Students are responsible for information provided during hall/floor meetings and community gatherings, materials posted in the halls, and items sent to students via email.
- i) All residence halls are designated as non-smoking. Smoking is not permitted on campus. This includes, but is not limited to, pipes, cigars, cigarettes, e-cigarettes and vaporizers.

21. SEARCH AND INSPECTION

- a) The right to inspect rooms 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 student party to this 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 expressed in NDSU Policy 601 (Rights and Responsibilities of Community: A Code of Student Conduct).

22. TERMINATION OF LICENSE AGREEMENT BY UNIVERSITY

- a) This license agreement may be terminated by the university for student's violation of university and/or residence hall policies including, but not limited to, nonpayment of debt owed by student to the university, conduct violations (including, but not limited to, drug violations), or if the student is no longer enrolled as a student or has been suspended or expelled.
- b) The student 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 the room.
- c) The Director of Residence Life or 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 designee shall grant immediate review by the end of the next business day on request of any resident so suspended, reassigned or restricted.

PLEASE KEEP THESE LICENSE AGREEMENT CONDITIONS

NDSU does not discriminate in its programs and activities on the basis of age, color, gender expression/identity, genetic information, marital status, national origin, participation in lawful off-campus activity, physical or mental disability, pregnancy, public assistance status, race, religion, sex, sexual orientation, spousal relationship to current employee, or veteran status, as applicable. Direct inquiries to Vice Provost for Title IX/ADA Coordinator, Old Main 201, NDSU Main Campus, 701-231-7708, ndsu.eoaa@ndsu.edu.