

License Agreement for NDSU Residence Halls 2023-2024

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 commitment to equal opportunity includes such areas as admission, counseling, housing, financial aid, co-curricular activities and academic programs.

1. LICENSE

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 enrolled at NDSU are eligible to live in university housing. Students enrolled at NDSCS-Fargo are also eligible to live on campus, with permission from the Director of Residence Life or the Director's designee.
- 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 2023-2024 academic year, a first-year student is defined as an individual with a high school graduation date of January 1, 2023 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.
- b) Submitting a license agreement does not guarantee a room reservation or a student's first choice for room/hall preference.
- c) After moving into a room, the reservation fee is applied to the initial room payment.
- d) 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.
- e) 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/or apartment units. Furnishings and services available in overflow spaces may differ from regular spaces. Room rates will remain the same for these areas.

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

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 is 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 at www.ndsu.edu/reslife.

6. LICENSE AGREEMENT TERM

This agreement is made for the academic year (Aug. 19, 2023 - May 10, 2024), or for the balance thereof if signed after the beginning of the term. The Department of Residence Life reserves the right to terminate the license agreement if the student is not enrolled, and to make all final decisions regarding room assignments.

7. ROOM AND MEAL PLAN RATES

- a) Final 2023-2024 rates for housing and dining will be posted online at www.ndsu.edu/reslife when available. These rates do not include official university break periods (see Section 13) or annual hall activity dues (see Section 19i)
- b) 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 by the university's established due date for account balances. Monthly payment plans are also available for each semester. Charges not paid by the designated due dates may be assessed a late fee. These guidelines are available at www.ndsu.edu/onestop.
- b) Failure to comply with the above payment plans may result in cancellation of the student's assignment and/or a hold placed on the student's university registration.
- c) 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

First Year Students

- a) All first-year students are required to maintain either a Five-Day Unlimited (Monday-Friday) or Seven-Day Unlimited (Monday-Sunday) meal plan. Unlimited plans are automatically renewed for the spring semester.

Non-First-Year Students

- a) Non-first-year students in all halls except Mathew Living Learning Center and Niskanen Hall must maintain a Five Day, Seven Day, or

170 Block plan. These plans are automatically renewed for the Spring semester.

- b) Non-first-year students in Mathew Living Learning Center and Niskanen Hall may select a plan through GET Mobile, or through the Campus Connection Housing Portal when applying for a residence hall. Plans are not automatically renewed for the spring semester.
- c) Meal plan cancellation requests (only available in Niskanen Hall and Mathew Living Learning Center) must be received by Dining, and will only be accepted through the eighth business day of each semester.

All Students

- a) The meal plan rate does not include meals during university break periods.
- b) Meal plan add/change requests can be self-managed via GETMobile, get.cbord.com/ndsu, once the meal plan has been loaded for each semester.
- c) Students may increase their meal plan at any time. Students can reduce their meal plan through the eighth business day of each semester.
- d) Any changes involving a Five-Day or Seven-Day plan are prorated based on number of days since start of semester regardless of actual usage.

10. OCCUPANCY

- a) Residents must be enrolled students at NDSU (or with permission from the Director or Director's designee, enrolled at NDSCS-Fargo), must occupy the assigned room, and may not sublet or reassign the room. Students must be enrolled in at least one credit 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 may be canceled. A late cancellation fee and administrative charge will be assessed. See Section 15 for additional details.
- c) The Department of Residence Life reserves the right to consolidate residents when hall occupancy is below 100 percent capacity. The consolidation process works as follows:
 - i. Residents living in rooms at less than capacity will be provided three options to address the vacant space(s): (A) pay an additional fee to reserve a double room as a single or a triple room as a double, (B) designate another student as their new roommate, or (C) choose to be paired with a random roommate (may require moving to a new space or hall).
 - ii. Option A— Additional Fee to Keep Reduced Occupancy: 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 of \$300 per semester. Requests to “buy out” the empty space are honored depending on space availability.
 - iii. Option B – Selecting a New Roommate: If a student selects another specified student to be their roommate, the university will work with the students involved to arrange the move process to the designated room.
 - iv. Option C – If a student does not wish to keep a double room as a single or a triple as a double and does not know another student they wish to room with, then a new roommate will be assigned to the vacant space or the resident will move to a room with someone else. This option may require the student to move to a new room or hall, depending on the location of other vacant spaces and the consolidation selection of other students.
 - v. For Options B and C, 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 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.
- e) The university reserves the right to determine what constitutes occupancy and may reassign residents accordingly.
- f) 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) Residents are responsible knowing the identity of their guests, and for behavior of guests in any and all spaces in the residence halls. This includes, but is not limited to: room/suite areas, private and public bathrooms, shared kitchen and lounge spaces, laundry rooms, and hallways.
- b) Residence hall visitation is 24 hours. Guests must be escorted 24 hours a day in all areas of the building.
- c) With roommate approval, guests of any gender are permitted to remain overnight in the residence halls.
- d) Visitation may not infringe on the rights of roommates. The right of a roommate to sleep or study supersedes the right of another person to entertain guests. Roommates should discuss expectations regarding guests prior to their arrival and/or problems arising.

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

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 \$19 per night to stay on campus. Students approved for arrival prior to move-in day will be charged the break housing rate until the semester begins. This same rate will apply for those approved to stay between spring and summer semesters.

14. LIABILITY/INSURANCE

a) The university assumes no responsibility for loss, theft or damage to personal property. The university strongly recommends purchase of renters 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) For new residence hall students, a license agreement may be canceled with a refund of the reservation fee if such request is received 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. Cancellations made after May 1 for fall semester or December 1 for spring semester will result in a \$100 late cancellation fee.

b) For returning residence hall students (those who are not new-to-NDSU), room cancellations for fall semester that occur after March 1 will result in a \$200 late cancellation fee. After May 1, cancellations will result in a \$250 fee. After July 1, cancellations will result in a \$300 fee.

c) For 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 cancellation 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 above.

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.) There will be no refund of housing or dining costs.

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 staff for details.) 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. Saturday at 11:59 PM 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).

m) For students withdrawing from the university, 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, consistent with North Dakota State Board of Higher Education Procedure 830.2. Provided all payment obligations to the university have been met, any remaining refunds are returned to the student.

16. HALL OR ROOM CONTENTS AND USES

a) Residence hall rooms are equipped with chests of drawers (except Niskanen North and South), 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: appliances (e.g. 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. See www.ndsu.edu/reslife for additional 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 University Police for arrangements.)
- iv. Cooking or heating appliances except those listed in 16c, and equipment including, but not limited to air conditioners, space heaters, electric extension cords extending outside of the room or building, or halogen lamps; electric frying pans, electric grills, hot plates, hot pots, toasters, pizza ovens, instant pots, etc. are prohibited, except in kitchen areas in MLLC and Niskanen.
- 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 bulbs
- ix. Large weightlifting 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. Personal or self-installed wireless routers
- xiii. Other items deemed inappropriate by Residence Life staff

f) Pictures or other wall hangings should be suspended only from moldboards or picture rails, or otherwise hung in such a way as to avoid wall discoloration or damage. 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 entrance or main lobby of the residence hall. No vendor is permitted beyond this common area.

k) Gambling, including Internet gambling, is prohibited by law.

17. 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, pending successful contract negotiations with the provider.

d) Internet connectivity 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.

18. 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 security card access. 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.

19. 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 Life 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) Roommates and suitemates must complete a Roommate Success Plan as provided by Residence Life staff.

c) 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.

d) 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. Failure to return a room condition form after check-in may result in a \$25 administrative fee.

e) The Hall Director may make a final inspection of the room after check-out, 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.

f) 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.

g) The University reserves the right to utilize "community billing" for public areas in residence halls. The purpose of community billing is to promote individual responsibility and to hold students mutually accountable for the condition of their shared living spaces. Public areas (e.g. stairways, lounges, study rooms) are the collective responsibility of the residents of that wing, floor, or building. Charges for damages to those areas may be divided among the residents of those facilities. Areas covered under the community billing policy may include, but are not limited to, vandalism, stolen furniture, or housekeeping charges in a common or public area when it is not directly possible to determine the responsible person(s).

h) 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.

i) 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.

j) 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.

k) 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. Visit www.ndsu.edu/reslife for guidelines regarding traditional, spiritual, or cultural ceremonies.

20. 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*).

21. 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, 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, Title IX/ADA Coordinator, Old Main 201, (701) 231-7708, ndsueoaa@ndsueoaa.edu.