



College Townhomes & Campus Apartment License Contract 2018-2019

A. LICENSE

The North Dakota State College of Science (NDSCS) offers to provide apartment style housing in consideration for payment of the fee in effect at the time of occupancy. This document creates a license for the individual to use apartment style campus housing and is not a lease. The relationship between NDSCS 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 terms and conditions of this agreement and college regulations/policies. The written terms of this license supersede all previous license contracts as well as any verbal statements, telephone conversations, or emails made concerning this license contract.

B. LENGTH OF LICENSE CONTRACT

The terms of this license contract are valid from August 1, 2018 until July 31, 2019, or the balance thereof if signed after the beginning of the term. All apartment licensees are required to sign a new license contract each year prior to August 1. Failure to do so may result in termination of the license contract.

C. RATES

The room and board rates are available online at www.ndscs.edu/residential-life/rates. The campus apartments and townhomes are rented on a semester basis. Licensees participating in academic programs that require them to be away from campus during the semester will not receive a discounted rental rate for their time away.

D. DINING PLANS

1. Students living in the apartments have the option to carry a dining plan.
 - a) NDSCS Dining Services offers four different dining plan options to accommodate student needs. For out-of-state students to receive in-state tuition rates, they must live on campus and carry either a 160, 225 or 300 dining plan.
 - b) 225 and 300 dining plans include \$50 in dining dollars for use in the Wild Grounds Café, Flickertail Dining Room, or the Bookstore (food/beverage purchases only). The 160, 225 and 300 dining plans include ten guest/parent meals per semester and the 80 dining plan includes five guest/parent meals per semester.
 - c) All NDSCS dining plans are block plans. The total number of meals provided by the plan are for use during one semester only. Meals not utilized are forfeited and will not carry over to the next semester. Dining dollars not utilized do not carry over to the next semester.
 - d) NDSCS offers out-of-state students a substantial discount on tuition when they live on campus and choose a 160, 225 or 300 dining plan. Meeting these requirements allows students from all states and countries to pay the same final costs as a North Dakota resident. For more information about the out-of-state tuition discount, contact the Business Affairs Office at 701-671-2216.
 - e) Dining plans are not in effect during semester break, spring break (Friday classes conclude – Monday classes resume), Thanksgiving break (Thursday – Sunday) and Easter break (Friday – Monday).
 - f) If a student's academic program requires them to be away from campus during the semester the student will receive a credit on their dining plan for the number of weeks they are gone. Students are required to stop in the Dining Services office, located in Hektner Student Center room 145A to receive this credit. If a student arrives after the semester has started they are required to stop in the Dining Services Office, located in Hektner Student Center room 145A to activate their dining plan and they will be charged for the number of weeks they are on campus.
 - g) Dining plan rates for the 2018-2019 academic year can be found at www.ndscs.edu/paying-for-college under the Housing & Dining tab.
 - h) Rates have been established for meals to begin with dinner on the Sunday prior to regular classes and end with lunch on the last day of final exams.
 - i) Dining plan rates do not include break periods.
 - j) Student IDs will be issued at the beginning of your first semester at a specified location. There is a fee for ID cards.
 - k) Valid Student ID cards are required to utilize your dining plan and gain admittance into the dining facility. Entrance to the dining facility is permitted once per meal period. Student ID cards and associated dining plans are not transferable to anyone else.

- l) All food items must be consumed in the dining area. Foods may not be carried out of the facility. The only exception is for sack meals which are packaged for students whose class or work schedule prevents them from eating in the dining room.
- m) Sack meals are provided for students whose class or work schedule conflicts with Dining Services hours and/or prevents them from remaining in the dining facility to eat their meal. To be eligible, a class/work schedule must be presented to a Dining Services staff member. Requests for sack meals must be made Monday through Friday at least one day prior to the desired start date of the service. Failure to pick up the sack lunch a total of three times during the course of the semester will terminate this privilege.
- n) Dining plan add/change requests (not dining plan cancellations) must be submitted in writing to the Department of Dining Services. Approved changes are processed weekly. Requests for dining plan changes must be received prior to “Wildcat Payment and Refund Days” for the semester the change is requested. No changes after these dates will be accepted.
- o) Dining plans in force at the end of fall semester will automatically be assigned to you for spring semester unless other arrangements have been made and agreed upon by the Department of Dining Services.
- p) Food Allergy Warning: The North Dakota State College of Science Dining Services Department makes every attempt to identify ingredients that may cause allergic reactions for those with food allergies and intolerances. However, there is always risk of contamination. Additionally, manufacturers may update and change their product ingredients without our knowledge, we cannot be assured the validity of the products. Dining Services will not assume any liability for adverse reactions to foods consumed, or items one may come in contact with while eating at any NDSCS dining rooms or catered events. Students, staff, faculty, and guests with food allergies are encouraged to contact NDSCS Dining Services at 701-671-2439 for additional information and/or support.

E. ELIGIBILITY/OCCUPANCY REQUIREMENTS

- 1. All applicants must meet the following requirements:
 - a) Applicant must be enrolled in at least one credit at NDSCS.
 - b) Applicant’s account must be in good standing with the Business Affairs Office. The college reserves the right to cancel the assignment and priority number of any applicant who has an outstanding balance on their student account.
 - c) The Department of Residential Life reserves the right to refuse/revoke placement based on any occupant’s conduct or criminal history.
- 2. Applicants are eligible to reside in the campus apartments if they meet one of the following requirements:
 - a) Applicant is married (copy of marriage certificate must be on file with the Department of Residential Life).
 - b) Applicant has custody of a child (copy of birth certificate must be on file with the Department of Residential Life).
 - c) Applicant is 21(twenty-one) years of age at time of occupancy.
 - d) Applicant has lived in the NDSCS residence halls for at least two semesters.
 - e) Applicant has completed a minimum of 20 (twenty) credits of college level course work.
- 3. Applicants who are married, have custody of a child, or 21 years of age or older are given priority in the assignment process.
- 4. The college reserves the right to determine what constitutes occupancy.

F. ROOMMATES

- 1. In order to live with a roommate, applicants must agree to the following:
 - a) Each roommate must complete an application, license contract and submit a \$50 non-refundable application fee.
 - b) If one roommate cancels their individual license contract or the license contract is terminated for any reason at any time during the contract period, it is understood the remaining licensee will be responsible for the total rental amount from the day the roommate's check out is processed by the Department of Residential Life and the roommate's keys are returned. The remaining roommate has the option of moving to a residence hall.
 - c) Only occupants of the same sex may reside in any individual apartment.
 - d) Occupants of the opposite sex may reside in an apartment only if they are married or have a child together. A copy of a marriage certificate or birth certificate proving dependency must be attached to the apartment application.

G. FAMILY MEMBERS

1. The license contract must be completed and signed by the primary resident (the primary resident is the one whose eligibility will determine the right to residency). Falsification of any information will result in cancellation of the license contract or, if an assignment has been made, constitutes a breach of the license contract.

H. ACCESSIBILITY ACCOMMODATIONS

1. Students with documented disabilities who need accommodations for dining services and/or in their apartment must contact Accessibility Services, 701-671-2623. Assignments with accommodations cannot be processed without a documented recommendation from Accessibility Services.
2. 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. NDSCS will make every effort, however, to provide reasonable accommodations.
3. Assignment is based on the accommodations required and the date the application and application payment is received.

I. ASSIGNMENTS

1. A \$50.00 non-refundable application fee (check, cash, or money order payable to NDSCS) must be remitted with an apartment application to the Residential Life Department, NDSCS, 800 6th St. N., Wahpeton, ND 58076. The signed apartment application and required fee must be returned to be certain of consideration, but this does not guarantee the applicant an assignment for any specific date.
2. The Department of Residential Life will attempt to assign applicants to the specific unit or type of unit requested on the application. However, depending on availability, it may not always be possible to assign applicants to their first choice of unit or unit type. The Department of Residential Life reserves the right to reassign licensees to different units when deemed appropriate or necessary. Reassignment may be made without prior notice to the occupants.
3. Once an apartment is assigned, the applicant will receive notice from the Residential Life Department that the applicant has a designated number of days to accept or decline the assignment. Failure to respond to an apartment assignment notice may result in forfeiture of that assignment.
4. Licensees are allowed one requested transfer from their current unit to another campus apartment within the license contract period (August 1st to July 31st). Licensees who request additional transfers will be assessed a \$50 relocation fee.

J. LOSS OF ELIGIBILITY

1. If a licensee's enrollment is canceled or otherwise terminated, the license contract granted herein is terminated. The licensee agrees to vacate the unit within 10 (ten) days of termination of eligibility or date of graduation, whichever is earlier, unless an extension is granted by the Department of Residential Life.
2. The licensee will be given the option to retain the unit at the non-student rate, which would be prorated from the time the licensee status changes. The licensee can retain the unit at the non-student rate for no longer than 30 (thirty) days unless granted an extension by the Department of Residential Life. All Licensees, regardless of eligibility, must at all times adhere to this License Contract; failure to do so may result in termination of the License Contract.

K. PAYMENTS

1. The license payment is due on Wildcat Payment and Refund Days each semester. You will not receive a billing statement prior to Wildcat Payment and Refund Days.
2. Payments may be made by cash, check or credit card at the Business Affairs Office or online through Campus Connection using e-check or credit card (Visa, MasterCard or Discover).
3. The Department of Residential Life reserves the right to establish payment agreements with licensees. Failure to meet all terms and conditions of the payment agreement will result in termination of this license contract.
4. A hold will be placed on your student account if payments are not up to date. You will not be able to register for classes and some campus services may be withheld until you make payment allowing the hold to be removed.
5. The licensee agrees to pay all collection costs for non-payment of housing charges, including a 1.75% monthly late fee, which will be applied to all charges 30 days or older.

L. LICENSE PAYMENT CREDITS

1. If a licensee completes the withdrawal process, any license payment credit owed to a licensee for any unused portion of the contract will be pro-rated in accordance with the State Board of Higher Education Refund Policy.
2. Credits are placed on the licensee's account and are applied to unpaid account balances.
3. Account balance credits are refunded by the Business Affairs Office.

M. CONDITION OF PREMISES

The licensee accepts the assigned unit in its present condition and agrees to keep the premises, including college furniture and furnishings (if applicable), in good clean condition. Licensees are responsible for checking the condition of their apartment upon check-in. A signature on the apartment inventory and condition form is confirmation of the apartment condition at check-in. Licensees must return the apartment inventory and condition form to the Residential Life Office within 72 hours of checking into their apartment. If Licensee fails to return the apartment inventory and condition form within 72 hours, it is assumed that all items on the condition form are in good condition. Roommates are encouraged to discuss damages with each other and take responsibility for their respective charges before check-out. Licensees are responsible for damages to their unit that are not reported on the apartment condition form at check-in and are itemized on the condition form at the time of check-out or on a damage assessment provided to Residential Life by Facilities Management. The last roommate to check out will be solely responsible for any damages and cleaning charges assessed after check-out. Licensees are responsible for cleaning their apartments, removing waste materials and maintaining sanitation and safety conditions acceptable to the Department of Residential Life.

No alterations, additions or deletions to the premises will be made without prior approval from the Department of Residential Life. Licensees are responsible for all repair charges (including materials) and cleaning charges, except those occurring from normal wear and tear. Repair and cleaning charges will be billed to the licensee's student account. College furniture and fixtures shall not be removed from the premises. Failure to report a pest control issue or to cooperate with the college in any pest control program or other public health programs shall constitute a material breach of this contract, subject to termination of this License Contract.

N. AMENITIES

Amenities in all units include: wireless Internet (routers of any kind are prohibited), standard cable, heat (licensee is responsible for paying electricity to maintain heat) water, sewer and central garbage pickup. In addition, washers and dryers are located within each building. Privately owned washers and dryers are not permitted.

1. The licensee is responsible to contract for electric service through Otter Tail Power Company. The licensee agrees they will provide the required information to Otter Tail Power Company to establish electric service to the licensee's apartment unit prior to occupying. Failure to establish electric service with Otter Tail Power may be grounds for termination of this license contract. Failure to keep your account current with Otter Tail Power Company will result in disconnection of the electricity to your unit. Disconnection of electricity may be grounds for termination of this license contract. The licensee gives North Dakota State College of Science (NDS-CS) permission to be setup on the licensee's Otter Tail Power account as a third party contact and gives permission to NDS-CS to receive copies of any disconnect notices that result due to nonpayment.
2. Satellite dishes are not permitted on campus.
3. Mail service is provided by NDS-CS Mail Center. Note: all parcels will be delivered to the Mail Center for pick up during normal business hours. Licensees are required to open and maintain an NDS-CS PO Box.
4. Licensees are responsible for information provided by e-mail to their NDS-CS e-mail account, information provided during building meetings as well as materials posted in the apartment facilities.

O. USE OF PREMISES

The assigned unit will be rented as college housing and will not be used for any commercial purpose whatsoever. Except as provided by state law, State Board of Higher Education policy or college policy; the display of signs, posters, and other media items on the outside of the apartment door, building doors, windows, college lawns, hallways, laundry areas or other common areas is prohibited.

P. LIABILITY/INSURANCE

The college assumes no responsibility for loss, theft or damage to personal property. The college strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The college does not have insurance that covers the personal property of a licensee or guest. In addition, licensee agrees not to hold responsible the college, the Department of Residential Life and their employees and agents from any claims or damages sustained by the licensee or guests as a result of acts or omissions relating to any changes or modifications made by the licensee to the room or furnishings. Licensees are financially responsible to the college and other residents for damage, loss or injury sustained by the

college, the Department of Residential Life and their employees and agents as a result of the licensee's or guests' acts or omissions. Damage charges will include cost of labor and materials for all repairs and/or cleaning.

Q. RIGHT OF ENTRY/INSPECTION

The right to inspect units without notice is reserved by the college for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Such entry by the college shall not be regarded as a search but is separately agreed to and authorized by the Licensee. Entry and inspection of rooms by college or law enforcement officials for the purpose of discovering violations of college regulations, local, state or federal law will be subject to the college policy expressed in the *NDSCS Student Guide to Rights and Responsibilities*.

R. REPAIRS AND MAINTENANCE

The college agrees to maintain all units. The college will provide reasonable notice of repairs and maintenance when possible, however, the college reserves the right to enter a unit without notice. Routine maintenance will be completed during regular business hours whenever possible. Emergency repairs, as determined by Facilities Management and/or the Department of Residential Life, will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment unit and complete requested work. Licensees should promptly contact the Department of Residential Life to report when any equipment, appliances, or any other part of the unit malfunctions or needs repair. Personal repairs are prohibited. Repairs necessitated by the actions of any of the Licensees, or their guests, will be billed to the responsible licensee's student account, with the exception of ordinary wear and tear. When responsibility for damage cannot be determined, roommates will be held equally responsible.

The college's duty of maintaining the premises is not breached should any delay in performing repairs, interruption, breakdown, or disrepair due to conditions beyond its control, including, but not limited to, interference by licensee(s) with the college's ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the college's lack of knowledge of such conditions.

S. DAMAGE

In an effort to contain rising housing rates, the Department of Residential Life follows a policy to charge licensees of a building for damage to common areas. Common area damage is defined as malicious or negligent damage to common areas, hallways, or college property/furniture, above normal wear and tear, and includes theft of property. Students are expected to report any damage to college property to Residential Life staff. Licensees are responsible for damages to their unit that are not reported on the apartment condition sheet at check-in and that are not itemized on the condition sheet at the time of check-out.

T. RESIDENTIAL LIFE POLICIES

The conditions regarding student behavior while living in NDSCS housing under this License Contract will follow the *NDSCS Guide to Student Rights & Responsibilities*, www.ndscs.edu/student-rights, as well as all college policies and regulations, which include but are not limited to the following:

1. **Alcohol on NDSCS Property** - Regardless of a person's age, the manufacture, sale, transfer, purchase, transportation, possession, use or consumption of alcohol (in any form), and/or possession or display of empty alcohol beverage containers anywhere on NDSCS owned or controlled property and/or sponsored or supervised events is prohibited. Students may face campus charges for alcohol related incidents occurring off campus. Such incidents include, but are not limited to: minor in possession/consumption/under the influence of alcohol, driving under the influence of alcohol, public consumption of alcohol, and providing alcohol to a minor.
2. **Drugs Other than Alcohol** - Possession, consumption, being under the influence, or transport of illegal drugs or any other controlled substances is prohibited except pursuant to a physician's, dentist's or other authorized medical personnel's prescriptions. The manufacture, exchange, distribution, purchase or sale of illegal drugs or controlled substance is prohibited. The possession of drug paraphernalia for illegal drug use is prohibited as well.
3. **Tobacco** - The use of tobacco is prohibited on campus property at all times. This prohibition includes indoors, outdoors, inside College vehicles and/or personal vehicles while on campus property. This policy applies to employees, students and visitors. Tobacco usage includes all tobacco products, including, but not limited to: cigarettes, cigars, pipes, hookahs, e-cigarettes, chewing tobacco, snuff, smokeless pouches and other forms of loose leaf tobacco. There may be a minimum \$250.00 cleaning fee assessed to residents who violate this policy in their apartment. In addition, violators are subject to additional sanctions as outlined in the *NDSCS Guide to Student Rights and Responsibilities*. Fire hazards, including but not limited to, any item having an open flame, open heating coils, candles, incense and halogen lamps are strictly prohibited. No liquids or materials of an explosive or combustible nature shall be kept on the premises.

4. **Weapons/Firearms/Explosives** - Possession, display or storage of weapons in College owned buildings is prohibited. *All firearms must be registered with Campus Police immediately upon arrival to NDSCS.* Unauthorized and/or illegal possession, display or use of firearms, explosives or other weapons is prohibited.
- Firearms and weapons include, but are not limited to, airsoft guns, BB guns, dart guns, handguns, paint ball guns, pellet guns, rifles, shotguns, stun guns or similar device designed to deliver an electric shock, daggers, knives (blade greater than four inches in length), sabers, swords, and bows and arrows.
 - Explosives include, but are not limited to, bombs, explosives, fireworks and other incendiary devices. Incendiary devices are defined as any flammable substance enclosed in a readily breakable container that can be equipped with an igniter of any type.
 - Other weapons include, but are not limited to, martial arts implements, dangerous fuels and chemicals. Any object may be considered a weapon when used to inflict or threaten infliction of bodily injury or property damage.
 - Throwing or casting any object into, upon, or against any building, structure, motor vehicle or at any person is prohibited.

This policy shall not prohibit individuals or student organizations from possessing, storing or using weapons at approved locations for the purpose of meeting requirements of educational programs and/or approved activities being conducted by a student group recognized by the College. NDSCS Campus Police provides storage for students to store sporting arms, such as those used for hunting and other shooting sports. An officer must be present for check-in/check-out.

5. **Prohibited Items** – Items prohibited in the apartments include but are not limited to: Routers of any kind, antennas, dishes or aerials for radios or TVs, electric frying pans, electric grills, hot plates, space heaters, wax melts and wax warmers and electric cords outside of the apartment or building. No motorized vehicles or combustion engines may be used or stored in the apartments. Bicycles are also prohibited from being stored in the apartment units. Microwave ovens are not to exceed 800 watts. The apartments are furnished with refrigerators. Any additional refrigerator a Licensee has in the apartments shall not exceed 4 cu. ft. inside storage space.
6. **Animals** – With the exception of animals authorized by NDSCS Accessibility Services or those defined as service animals under the Americans with Disability Act (ADA), privately-owned animals are prohibited inside campus buildings, with the exception of fish (in a tank 10 gallons or less). Animals in outdoor areas must be on a leash, must be under the control of the owners or their designees at all times and should not be left unattended. Owners are responsible for any health or safety issues that may arise concerning the presence of these animals on College property and at NDSCS outdoor sponsored or supervised events.
7. **Safety and Security** – Students are required to comply with safety and security procedures and may not tamper with locked doors, pull open locked doors or admit unauthorized people into apartment facilities. Individuals setting off false alarms, tampering with or removing fire-fighting equipment, or vandalizing or disrupting elevator service are subject to a \$500.00 fine, disciplinary action including termination of this License Agreement and criminal prosecution.
8. **Disorderly Conduct** - Disorderly conduct is behavior that intentionally or recklessly creates a risk of public inconvenience, annoyance or alarm without proper authority. These behaviors are prohibited and include, but are not limited to, fighting, engaging in violent behavior, making unreasonable noise, obstructing vehicular or pedestrian traffic, disturbing a lawful assembly, and streaking. Students may also be charged with Disorderly Conduct for participating in or hosting noisy or loud gatherings or other public disturbances on or off campus.

U. KEYS

Apartment keys are the property of the college and may not be duplicated. Loss or failure to return any keys will result in a charge for replacement of the cylinder and keys. All keys must be returned to the Department of Residential Life upon check-out. Students who lock their room keys in their apartment will be given a verbal warning for their first lockout. Students will be fined \$25.00 for each additional lockout after a verbal warning is given.

V. AUTOMOBILES & PARKING

Licensees may park vehicles on campus as long as they observe parking, speed limits and other traffic regulations. Automobiles must be parked only in the areas provided for that purpose. All vehicles must be registered with NDSCS Police. This includes the purchase and display of the annual parking permit.

Visitors must park in the Blikre Activities Center parking lot. Parking spaces on Center and East Drives are reserved for licensees.

Trailers, boats, camping trailers, etc., may not be parked in lots where parking is assigned. Motorized vehicles may not be driven or parked on the sidewalks or grass.

All NDSCS parking regulations must be followed. All questions relating to vehicles and parking should be directed to NDSCS Police.

W. GUESTS

Guests are welcome in NDSCS campus apartments. Visitors in the building must be invited guests of licensees. Licensees are responsible for the behavior of guests. Open (24 hour) visitation means that licensees may have guests in their units; however, guests' stay shall not exceed 72 hours without written permission from the Department of Residential Life. Allowing an uncontracted individual to reside in your apartment is grounds for termination of this license contract.

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.

X. VACATING

Licensees are encouraged to read this entire section thoroughly and to contact the Department of Residential Life before making other housing arrangements once this license contract has been signed.

1. Licensee(s) must provide the Department of Residential Life with a written 30 (thirty) day notice before vacating. This notice can be found at www.ndscs.edu/Residential-Life/forms. Licensee(s) will be held responsible for rent charges for 30 (thirty) days after the notice is received in the Residential Life office.
2. Licensee(s) who fail to submit a 30 (thirty) day vacate notice or provide a notice less than 30 (thirty) days will be held responsible for rental charges for 30 (thirty) days from the date the Department of Residential Life receives the notice or becomes aware a unit has been vacated. This notice does not apply if the licensee is moving to other campus housing.
3. Upon receipt of a notice to vacate, the Department of Residential Life will provide the licensee(s) with a vacate information packet detailing the expectations for cleanliness and proper check out procedures.
4. Licensees are responsible for license fee charges for each day they hold keys to the unit.
5. Licensees must contact Otter Tail Power to disconnect electric service. Licensees who fail to contact Otter Tail Power after they have checked out of their unit will not be provided a refund for charges billed to the Licensee after their check out. Licensees are responsible for the Otter Tail Power bill up until they have checked out of their unit with a Residential Life staff member. Licensees who disconnect electric service prior to their check out date will be responsible for any charges incurred by NDSCS during the time the Licensee held keys to the unit. Licensees who vacate without checking out with the Department of Residential Life will be responsible for the Otter Tail bill until Residential Life Staff conducts a check out on their behalf.

Y. CHECK-OUT

1. Licensees are required to check out of their unit with the Department of Residential Life.
2. Licensees must contact the Department of Residential Life no fewer than 5 (five) days in advance to schedule a time for check out.
3. Licensees who vacate without checking out with the Department of Residential Life will be charged \$50.00 for improper check-out, as well as any damages and fees, and are subject to possible disciplinary action.
4. The college will not assume responsibility for personal property, including that which remains on the premises after a check-out or termination of the license contract. After a check-out or termination of this license contract, the Department of Residential Life can dispose of abandoned or unclaimed property held in college storage for more than 30 days by way of public or private sale, donation or disposal. The department can keep the proceeds. Licensees who abandon property will be charged \$50.00 for removal and storage of the abandoned property.
5. Charges may be applied to licensee's student account if after licensee's check-out with Residential Life staff, Facilities Management is required to complete additional maintenance, repair and/or replacement to any area in the unit. If an apartment requires additional cleaning by Facilities Management staff after a student vacates, students will be charged a minimum of a \$50.00 cleaning charge. Additional cleaning charges over the \$50.00 may be applied to a student's account, if applicable.

AA. TERMINATION

1. This license contract may be terminated by the college for breach of its terms including a licensee's violation of college and/or college apartment rules and regulations, which include but are not limited to:
 - a) Nonpayment of debt owed by the licensee to the college;
 - b) Nonpayment of the license payment or any other fee associated with such license;

- c) Conduct violations;
 - d) Licensee is no longer enrolled as a student or has been suspended or expelled; and
 - e) Licensee provides false information on this license contract, the apartment application, or any subsequent license contract renewals.
2. The college will provide the licensee notice of termination via email which will be sent to the licensee's NDSCS email account.
 3. The licensee will be charged a daily license fee for each day the licensee remains in the unit after the termination date.
 4. The college reserves the right to terminate the license contract of any licensee who conducts themselves in a manner that significantly interferes with the operations and educational mission of the Department of Residential Life, the college, or endangers the health or safety of the residents and staff.
 5. The College may also temporarily suspend, restrict or reassign a licensee from their apartment unit or building pending an investigation and/or hearing whenever, in the Department's judgment, the continued presence of the licensee in a particular unit or apartment building constitutes a danger to another licensee or the safety of persons or property in the apartment building.
 6. If a licensee's contract is canceled as a result of conduct violation(s), the licensee will be responsible for housing charges applicable to the timeframe in which the contract is canceled, as outlined in the schedule below:
 - If a licensee's contract is canceled as a result of conduct in the fall semester, the student will be responsible for all housing charges remaining in the fall semester and 50% of the housing charges in spring semester.
 - If a licensee's contract is canceled as a result of conduct in the spring semester, the licensee will be responsible for all housing charges remaining in the spring semester.
 - If a licensee's contract is canceled as a result of conduct in the summer semester, the licensee will be responsible for all of the remaining housing charges for the remainder of the contract period (see paragraph B above for duration of contract period).

BB. INCLUSIONS

1. Licensee agrees to abide by and be governed by NDSCS policies, regulations, and ordinances. The college reserves the right to change such policies, rules and regulations, as it may deem appropriate and timely. Licensee is responsible to the current version of the license contract and the content of the license contract is subject to change. Licensee warrants that all information provided by the licensee in this license contract, the apartment application and any subsequent license contract renewals is true. Licensee acknowledges that if any information provided by the licensee in the license contract, application or subsequent license contract renewals is false, the college, at its option, may terminate the lease upon ten (10) days written notice to the licensee.

YOUR SIGNATURE IS REQUIRED ON THE FINAL PAGE OF THIS DOCUMENT. PLEASE KEEP THE TERMS AND CONDITIONS OF THIS LICENSE CONTRACT AND RETURN THE FINAL SIGNATURE PAGE TO:

NDSCS, Department of Residential Life, Riley Hall, Room 130, 800 North 6th Street, Wahpeton, ND 58076.



College Townhomes & Campus Apartment License Contract 2018-2019

Signature Page

Name

ID Number

Birth Date

Cell Phone Number

NW SE Townhome

Apartment Complex

Apartment Number

By providing my signature below, I agree that I have read, understand and agree to the terms and conditions of this license contact. I also agree to the following:

- Licensee(s) must provide the Department of Residential Life with a written 30 (thirty) day notice before vacating.
- If one roommate cancels their individual license contract or the license contract is terminated for any reason at any time during the license contract period, it is understood the remaining licensee will be responsible for the total rental amount from the day the roommate's check out is processed by the Department of Residential Life and the roommate's keys are returned.
- Charges may be applied to licensee's student account if after licensee's check-out with Residential Life staff, Facilities Management is required to complete additional maintenance, repair and/or replacement to any area in the unit. If an apartment requires additional cleaning by Facilities Management staff after a licensee vacates, licensee will be charged a minimum of a \$50.00 cleaning charge. Additional cleaning charges over the \$50.00 may be applied to a licensee's student account, if applicable.

Signature

Date