



College Townhomes & Campus Apartment License Contract 2022-2023

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, 2022 until July 31, 2023, 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/paying-college/costs-ndscs-know-you-owe. 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 five 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 and Flickertail Dining Room. The 160, 225 and 300 dining plans include ten guest meals per semester and the 80 dining plan includes five guest meals per semester.
 - c) All NDSCS dining plans are block plans, all you care to eat and unlimited entry. The total number of meals provided by the plan are for use during one semester only. Meals & Dining Dollars not utilized are forfeited and will 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 fall holiday break, semester break, spring break and spring holiday break.
 - f) If a student arrives after the semester has started or their academic program requires them to be away from campus during the semester, the student is required to stop in the Dining Services Office, located in the Hektner Student Center room 145A, to activate or cancel their dining plan. Students will be billed or credited according to how many weeks they are on campus.
 - g) Dining plan rates for the 2022-2023 academic year can be found at www.ndscs.edu/paying-college/costs-ndscs-know-you-owe under the Housing & Dining tab.
 - h) Downloading the GET App or valid Student ID cards are required to utilize your dining plan and gain admittance into the dining facility. Student ID cards and associated dining plans are not transferable to anyone else.
 - i) 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, sack lunches are provided or you may ask for a meal to go. Grab & Go options are available in the Wild Grounds Café 7:45 a.m. – 3 p.m. Monday – Friday.
 - j) Dining plans add/change requests (not dining plan cancellations) must be submitted to the Dining Services Office prior to “Wildcat Payment and Refunds Days” for each semester. Approved changes are processed weekly and NO changes after these dates will be accepted.

- k) Dining plans in effect at the end of fall semester will automatically be assigned to you for spring semester unless other arrangements have been made with the Dining Services Office.
- l) 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 701-671-2321 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 Residential Life Department 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 Residential Life Department).
 - b) Applicant has custody of a child (copy of birth certificate must be on file with the Residential Life Department).
 - c) Applicant is 21 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 or attempted a minimum of 24 credits of college level course work. Dual enrollment credits (i.e. PSEO, AP) completed while in high school, are not considered when determining credit eligibility for the apartments.
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 Residential Life Department reserves the right to determine what constitutes occupancy.
5. The Residential Life Department will communicate through the official NDSCS email address that is provided by the College. This address is considered the official form of communication for all purposes. It is the student's responsibility to monitor their College provided email on a regular basis. Students are also responsible for information provided during apartment/floor meetings as well as materials posted in residential facilities.

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 Residential Life Department 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. A family member of a student applicant is defined as: the student's spouse, child, or co-parent that shares a child with the student applicant. The license contract must be completed and signed by the student (the student 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. Licensees are

financially responsible to the college and other residents for damage, loss or injury sustained by the college, the Residential Life Department and their employees and agents, as a result of the licensee's spouse, child(ren), and/or co-parent's acts or omissions. Damage charges will be placed on the licensee's student account and may include cost of labor and materials for all repairs and/or cleaning. Family members are expected to cooperate with any College official or emergency personnel in the performance of their duties. Family members are required to comply with the College's safety and security procedures. The Residential Life Department may also suspend, restrict or reassign a licensee and their family member(s) from their apartment unit or building pending an investigation and/or hearing whenever, in the Department's judgment, the continued presence of the licensee and/or family member(s) in a particular unit or apartment building constitutes a danger to another licensee or the safety of persons or property in the apartment building.

H. ACCESSIBILITY ACCOMMODATIONS

1. Students with a documented disability(ies) requesting an apartment, meal plan, and other residential accommodation; must contact the Accessibility Coordinator at 701-671-2623. Accommodation requests cannot be processed without a 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 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 Residential Life Department 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 Residential Life Department 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).

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 48 hours of termination of eligibility or date of graduation, whichever is earlier, unless an extension is granted by the Residential Life Department.

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. A hold will be placed on your student account if payments are not up to date and you will not be able to register for classes.
4. 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. Students are responsible for viewing their apartment Room Condition Report available in their Campus Connection account upon check-in. Students must review and submit any comments for the room inventory and condition report to the Residential Life Department within 72 hours of checking into their unit. If a student fails to review and submit the Room Condition Report within 72 hours, the student agrees and accepts that all items listed on the Room Condition Report are in good condition. The Residential Life Department and/or Facilities Management may make a final inspection of the unit after check out. Licensees are responsible for damages to their unit that are not reported on the apartment Room Condition Report at check-in and are itemized on the Room Condition Report at the time of check-out or on a damage assessment provided to Residential Life by Facilities Management. 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 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 Residential Life Department. When the condition of a room threatens the health or safety of other residents, staff will instruct the resident(s) of the unit to clean the area to acceptable standards. Unacceptable conditions that would constitute a policy violation include, but are not limited to: floors covered with trash or personal items, failure to take trash out of a unit, food or drink that creates an odor or will attract insects or rodents. Residential Life reserves the right for professional staff members to exercise their judgment in determining and enforcing standards that a reasonable person would expect in a living environment.

No alterations, additions or deletions to the premises will be made without prior approval from the Residential Life Department. Licensees are responsible for all repair charges (including materials) and cleaning charges, except those occurring from normal wear and tear. Nothing is permitted on the exterior/hallway door of the apartment, aside from items approved or provided by the Residential Life Department. 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), electricity, heat, water, sewer and central garbage pickup. In addition, washers and dryers are located within or near each building. Privately owned washers and dryers are not permitted. Satellite dishes are not permitted on campus.

Mail service is provided by NDSOS Mail Center. Note: all parcels will be delivered to the Mail Center for pick up.

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 Residential Life Department assumes no responsibility for loss, theft or damage to personal property. The Residential Life Department strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The Residential Life Department does not have insurance that covers the personal property of a licensee, guest, spouse, domestic partner, and/or child(ren). In addition, licensee agrees not to hold responsible the college, the Residential Life Department 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 Residential Life Department 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 Residential Life Department and Facilities Management for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Such entry by the Residential Life Department and Facilities Management shall not be regarded as a search but is separately agreed to and authorized by the Licensee. Entry and inspection of rooms by the Residential Life Department, Facilities Management 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 Residential Life Department agrees to maintain all units. The Residential Life Department will provide reasonable notice of major repairs and maintenance when possible, however, the Residential Life Department and Facilities Management reserve 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 Residential Life Department, 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 Residential Life Department 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 Residential Life Department'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 Department's ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the Department's lack of knowledge of such conditions.

S. DAMAGE

In an effort to contain rising housing rates, the Residential Life Department reserves the right 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 Room Condition Report at check-in and itemized on the Room Condition Report 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. Also, any individual found in a room in which the alcohol policy is being violated, whether participating or not, may be charged with a violation of the NDSCS Code of Conduct due to violation of this policy.
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/Open Flame** - 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 College property. NDSCS prohibits the use and possession of all e-cigarette devices in College-owned residential buildings. This policy applies to employees, students and visitors. Tobacco products include any product that contains tobacco, is derived from tobacco or contains nicotine or other similar substances, intended for human consumption, or is likely to be consumed, whether smoked, heated, inhaled, chewed, absorbed, dissolved, or ingested by any other means. The term "tobacco product" includes, but is not limited to, e-cigarettes and other electronic smoking devices, pipes and rolling papers, cigarettes, vaporizers,

cigars, pipes, hookahs, chewing tobacco, snuff, smokeless pouches and other forms of loose leaf tobacco, but does not include any product approved by the United States Food and Drug Administration for legal sale as a tobacco cessation product and is being marketed and sold solely for the approved purpose. E-cigarette means any electronic vaping device, such as one composed of a heating element, battery or electronic circuit, or both, which provides an aerosol of nicotine or any other substance, and the use or inhalation of which simulates smoking. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, vape device, vape product or under any other product name or descriptor. E-cigarette also includes any component part of such a product whether or not sold separately. For more information and to view the full NDSCS Tobacco-Free Environment Policy, visit www.NDSCS.edu/Tobacco. There may be a minimum \$250.00 cleaning fee assessed to residents who violate this policy in their room or suite. In addition, violators are subject to additional sanctions as outlined in the *NDSCS Student Guide to Rights and Responsibilities*. Fire hazards, including but not limited to, any item having an open flame, open heating coils, candles, incense burners, lava lamps, neon signs 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 NDSCS 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 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** – The capacity of the electrical systems in the apartments and townhomes is limited. Overloading these systems can present fire and safety hazards. If students want to increase the number of outlets in their room, they are required to use only UL-approved power strips, which contain an independent circuit breaker or fuse. 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 and fryers, hot plates, pizza ovens, rice cookers without automatic shut-off, space heaters, wax melts and wax warmers, misting diffusers, electric blankets, cordless curling irons, 3D printers, and electric cords outside of the apartment or building. Spray deodorant and spray air fresheners are also prohibited as these items can set off fire alarms. Rope/string lights with self-adhesive are prohibited as they cause significant damage to the surface they are adhered to. Students are not permitted to tamper/disrupt access to the campus Internet by direct connect or reconnecting equipment/devices to the campus Internet. 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. **Permitted Items** – As the apartments and townhomes are equipped with full kitchen areas, the following items are permitted: coffee makers with automatic shut-off, rice cookers with automatic shut-off, air fryers, crock pots, microwave (800 watts or less) and toasters.
7. **Non-ESA/Service Animals or Pets**– With the exception of animals authorized by NDSCS Accessibility Services or those defined as service animals under the Americans with Disability Act (ADA), pets 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.
8. **Safety and Security** – Students are expected to cooperate with any College official or emergency personnel in the performance of their duties. 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.

9. **Quiet/Courtesy Hours** - Students are expected to honor established quiet hours (10PM – 10AM on weekdays, Midnight – 10AM on weekends), which are posted in the apartments. Residents, with the assistance of the Residential Life student staff, monitor the established quiet hours. If activity/music in your unit can be heard next door at this time, it exceeds quiet hour's standards. During this time, residents and guests are expected to conduct themselves in a manner that will not disturb others and to support the maintenance of quiet hours. Courtesy hours are in effect 24 hours a day/7 days a week, and are those times outside of the established quiet hours when residents are expected to be considerate of the rights of other students on their floor and in the apartment that might be studying or sleeping. In addition, residents who abide by courtesy hours offer their neighbors the same respect they might ask of them. Quiet hours may be adjusted based on community need and/or final exams week. Residents are responsible for appropriately confronting others whose behavior is unreasonable by asking them to cooperate when the noise level becomes a disturbance. When needed, Residential Life staff will assist in reaching solutions to conflicts or enforcing these regulations. Problems with excessive noise will be referred for student conduct action.

U. KEYS

Apartment keys are the property of the Residential Life Department 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 Residential Life Department upon checkout. 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. All NDSCS parking regulations must be followed. All questions relating to vehicles and parking should be directed to NDSCS Police.

Visitors must park in the Blikre Activities Center parking lot. Parking spaces on Center, East, and West 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.

W. GUESTS

A guest in the apartments is defined as an individual person who is not assigned to the individual apartment or the apartment complex they are currently in and is in the space with the consent of a hosting licensee living in that apartment. Individuals not assigned to the apartment complex must be invited guests of the 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 consecutive hours without written permission from the Residential Life Department. Cohabitation is not permitted in College-owned or College-controlled facilities, including those facilities which allow 24-hour guest visitation. Cohabitation is defined as any circumstance, which would prompt a reasonable person to believe a guest has a regular and/or steady presence in an apartment. Anyone maintaining clothing changes, keeping personal effects, or using the bathroom/shower facilities in an apartment for more than 72 consecutive hours, will have established a regular and/or steady presence for the purposes of enforcement of this regulation. 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. Roommates should discuss expectations regarding guests prior to their arrival and/or problems arising.

X. VACATING

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

1. Licensee(s) must provide the Residential Life Department with a written 30 (thirty) day notice before vacating. This notice can be completed through Campus Connection/Self-Service/On-Campus Housing. 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) must properly vacate their apartment by the due date communicated to the Licensee by the Residential Life Department. A Licensee has properly vacated when they have scheduled a vacate time with a Residential Life staff member or indicated they will be completing an Express Check Out, removed all personal belongings from the apartment and returned all College provided furniture (if applicable) to original layout, completed cleaning expectations of the space and returned all department-issued keys for the assigned space.
3. Licensee(s) who fail to submit a 30 (thirty) day vacate notice or provide a notice less than 30 (thirty) days may be held responsible for rental charges for 30 (thirty) days from the date the Residential Life Department 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.
4. Upon completion of the notice to vacate, the licensee(s) will receive a vacate information packet via email detailing the expectations for cleanliness and proper check out procedures. Students should contact Residential Life if they do not receive a vacate information packet via email.
5. Licensees are responsible for license fee charges for each day they hold keys to the unit.

Y. CHECK-OUT

1. Licensees are required to check out of their unit with a staff member from the Residential Life Department or complete an Express Check Out without a Residential Life staff member. Licensees requesting an Express Check Out must pick up the Express Check Out Form (available by the drop boxes in the entrances of the Northwest and Southeast apartment buildings or at the Residential Life Office), complete the form, and return the form and apartment key(s) to the Residential Life Office or the drop boxes. Licensees that choose the Express Check Out option waive all rights as they relate to damages which may be assessed and charged to their student account, as well as waive the right to appeal damage and/or extra cleaning charges. Licensees are required to complete all cleaning and personal property removal expectations prior to checking out.
2. Licensees who choose to complete a check out with a Residential Life staff member must contact the Residential Life Department no fewer than 5 (five) days in advance to schedule a time for check out.
3. Licensees who schedule a check out time with a Residential Life staff member and vacate prior to the scheduled check out time will be charged \$50.00 for improper check-out, as well as any damages and fees. Licensees who schedule a check out time with a Residential Life staff member and are not ready to check out at the scheduled time will need to complete an Express Check Out.
4. The Residential Life Department 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 Residential Life Department 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, 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.

Z. TERMINATION

2. This license contract may be terminated by the Residential Life Department for breach of its terms including a licensee's violation of college and/or Residential Life 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.
3. The Residential Life Department will provide the licensee notice of termination via email which will be sent to the licensee's NDSCS email account.

4. Licensees whose license contract is terminated by the Residential Life Department or become ineligible to live in housing must vacate campus housing within 48 hours of the date the licensee's license contract was terminated, unless an alternate timeline is established by the Residential Life Department.
5. The licensee will be charged a daily license fee for each day the licensee remains in the unit after the termination date.
6. The Residential Life Department 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 Residential Life Department, the College, or endangers the health or safety of the residents and staff.
7. The Residential Life Department 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.
8. 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).

AA. INCLUSIONS

1. Licensee agrees to abide by and be governed by NDSCS policies, regulations, and ordinances. The Residential Life Department 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 Residential Life Department, at its option, may terminate the lease upon written notice to the licensee.

PLEASE KEEP THE TERMS AND CONDITIONS OF THIS LICENSE CONTRACT