Please read all directions before completing the application.

The Residential Life Department supports North Dakota State College of Science's commitment to equal opportunity. It is against College policy to knowingly discriminate. Residents who feel they are subject to discriminatory behavior should contact a residence hall staff member or submit a <u>Concern Report</u>.

1. License

- a) This License for Residential Halls and Contract for Dining Services (License Contract) creates a license for the student to use on-campus housing and is not a lease. The relationship between NDSCS (the College) and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for students to use residential facilities subject to the conditions of this contract and College regulations.
- b) Fulfillment of this license contract is contingent upon the availability of products and services provided by NDSCS. The written terms of this license contract supersede all previous contracts as well as any verbal statements or emails made concerning this contract.

2. Eligibility/Requirements

- a) Students who are enrolled in at least six credits at NDSCS are eligible to live in residence hall housing. Residential Life will periodically verify resident enrollment. Students have the responsibility to notify Residential Life and Dining Services if there are changes in academic enrollment below six credits.
- b) Housing may be refused to any student based on their current or past conduct or criminal history, where the student may pose a safety or security risk to persons or property. Housing may also be refused to students who have outstanding debts to the college.
- All first-year students <u>are required</u> to live on campus, unless the student qualifies for and is granted an exception by the Residential Life department.
 - i. Students who are not granted an exemption by the and do not apply for housing may be charged a standard double room rate for the license contract period.
 - ii. For more information about this policy, visit: <u>www.ndscs.edu/residential-life</u>

3. Required Immunizations

The North Dakota State Board of Higher Education policy, Section 506.1, requires students to provide proof of the following.

- a) Two Measles, Mumps and Rubella (MMR) immunizations,
- b) Vaccination against Meningococcal (Meningitis) disease given <u>after</u> the age of 16 is required of newly admitted students ages 21 in accordance with NDUS Policy 506.1. Documentation is maintained by Student Wellness, located in Riley Hal.
- c) Tuberculous (TB) negative two step test or a chest x-ray indicating no active disease is required of students who have lived in or traveled to a country for more than 30 days that is classified by United States health officials as high burden for tuberculosis.
- d) For more information on these requirements and possible exemptions, visit: <u>www.ndscs.edu/immunizations</u>.

4. Application & Assignment Procedures

- New students or students who have not had continuous housing must remit a \$25 non-refundable housing application fee.
 - An application does not guarantee a room assignment. Room assignments are made without regard to race, religion, color, creed or national origin.
 - Assignment priority is determined according to the date of paid application. Applications are not considered complete until the application fee is received.
- b) Students currently residing on campus are not required to pay another application fee when they contract for housing and dining the following academic year.
- c) Students re-contracting for the following academic year must complete a residential hall reservation application and review and agree to the terms and conditions of the housing and dining contract online at: <u>www.ndscs.edu/residential-life/forms</u>.
- d) Residential Life does not provide students with a paper copy of the license contract.
- e) Roommate preferences are honored, when possible, but are not guaranteed. Students are required to request each other.
- f) Final confirmation of housing and dining plan are subject to admission to the College.

5. Accessibility Accommodations

- a) Students who have a documented disability(ies) and functional needs who request a residence hall, dining or other residential accommodation must contact the College Accessibility Coordinator at 701-671-2623. Accommodation requests cannot be processed without a recommendation from Accessibility Services.
- b) Priority dates for requesting residential room accommodations for future semesters are May 1 (fall), November 1 (spring) and April 1 (summer). NDSCS will make every effort to provide reasonable accommodation. Accommodation is not guaranteed.
- c) Room assignment is based on the required accommodations, and the application, application fee receipt and recommended accommodation dates.

6. Accommodations for Students Based on Gender Identity/ Expression

- a) The Residential Life Department is committed to providing safe, inclusive, educational, and vibrant living environments for all students living on campus.
- b) Students seeking these accommodations are encouraged to indicate this request on their housing application. Residential Life staff will work with students to find the most suitable living arrangement available. All disclosed information is confidential.

7. License Contract Term

- a) This license contract is for fall and spring semesters (Aug 23, 2025, May 15, 2026) of the 2025-2026 academic year.
 - i. Students who apply and live in the residence halls during summer semester 2025 are subject to the terms and conditions of this license contract.
 - Residential Life and Dining Services reserves the right to terminate the license agreement if the student is not enrolled, and to make all final decisions regarding room assignments and dining plans.

Please read all directions before completing the application.

Residential Hall and Dining Plan Rates

- b) Final 2025-2026 rates for housing and dining will be posted online at <u>www.ndscs.edu/paying-college/costs-ndscs-knowyou-owe</u> when available. These rates do not include all official college break periods (review Section 17).
- c) If Residential Life and/or Dining Services rates change within the agreement period, students may choose to accept the new rates or terminate the agreement.
- d) Rate Exceptions:
 - i. Arriving after the semester has started.
 - 1. Fall Semester Start: Housing lease is fall and spring semesters with a prorated bill.
 - Spring Semester Start: Housing lease is spring semester only with a prorated bill.
 - Students are required to stop in the Dining Services Office to activate their dining plan. Students will have a prorated bill.
 - ii. When academic programs require NDSCS residents to be away from campus during the semester:
 - 1. 8 weeks or longer:
 - a. First year residents will receive a room discount equal to one-half of the standard, double room rate.
 - b. Stay and Save program residents will receive a room discount equal to one-half of the recontracted standard double rate.
 - c. Dining contract adjustment is one-half of the students dining plan rate.
 - 2. Less than 8 weeks:
 - Students receive a prorated Housing discount based on the number of weeks they are off campus.
 - No prorated Dining plan discount. Students have access to their contracted Dining Plan meal swipes for the totality of the semester.

8. Payment Schedule and Procedure

a) Payment

- i. Payment is required according to the NDSCS Semester Payment Due Date schedule.
- ii. Details available at Paying Your Bill.

b) Non-payment

- Failure to comply with the above payment schedule may result in a hold on the student's College record, prevention of registration, and liability for collection costs incurred by NDSCS.
- ii. Per this license contract the student agrees to pay all collection costs for non-payment of housing and dining charges, including a 1.75% monthly late fee that will be applied to all charges 30 days or older.

9. License Contract Cancellation

- a) This license contract for housing and dining may be canceled if a request is received by the Residential Life Department prior to the start of the license contract or prior to the first day of classes in the spring or summer semester.
- b) This license contract for dining services may be cancelled <u>prior</u> <u>to</u> the <u>NDSCS Semester Payment Due Date</u>.
- c) Approved cancellations made after these dates will result in a \$50 late cancellation charge. Submittal of a cancellation request does not guarantee cancellation. Cancellations must be approved by the Residential Life Department.

d) Prorated charges:

i. During the fall and spring semesters, if a student's request to cancel their housing license contract is

approved by the Residential Life Department, the student will be responsible for 50% of the housing charges remaining for the fall and/or spring semesters, commencing the day the student checks out of their room with a Residential Life staff member.

- ii. If a student's request to cancel their housing license contract is approved during a summer session, the student will be responsible for 50% of the housing charges remaining in the summer session that the student requested housing.
- iii. If a student's request to cancel their Dining plan is approved by Dining Services, the student will receive a prorated rate for that semester.
- e) If a student does not qualify for an exemption from the oncampus living policy and/or breaches the license contract, the student will be responsible for all housing charges remaining for the fall and spring semester.
- f) Students who have contracted to live in campus housing for the academic year and do not return to campus housing for spring semester, will receive retroactive housing cancellation charges on their student account in the fall term of the contracted academic year.
- g) If a student is exempt from living on-campus and notifies the Residential Life Department on or before the start of this license contract their request to live in the residence halls for only one semester, the Residential Life Department may approve a single semester license contract.
- h) If this license contract has been canceled due to withdrawal or dismissal from NDSCS, and the student is re-instated or reenrolled at NDSCS during the contract period, the student will be responsible for the balance of the license contract after reinstatement or re-enrollment.
- If a student vacates without the approval of the Residential Life Department and is not registered for classes at NDSCS at the time it is discovered the student is no longer occupying their room, the student will be charged an improper check out fee.
- Failure to comply with Residential Life requirements may include but are not limited to the following student account charge associated with:
 - i. Cleaning fees
 - ii. Facility damages (labor and materials)
 - iii. Improper check-out
 - iv. Missing keys
 - v. Violations of the Code of Conduct, and
 - vi. Costs associated with removal and storage of abandoned property.

10. Withdrawal from the College

- a) On or after the first day of classes of each semester, authorized NDSCS Housing and Dining plan (room and board) payment refunds are calculated on a percentage basis in accordance with the State Board of Higher Education Refund Policy <u>SBHE</u> <u>Policy 830.2</u>.
- b) In order to complete the withdrawal process, residents must properly check out of their room within 48 hours of initiating the withdrawal process, unless the resident is granted an extension by the Residential Life Department.

11. Dining Plans

- a) NDSCS Dining Services offers dining plan options to accommodate student needs.
 - i. All first-year students, who do not qualify for an exemption from the on-campus living policy must live on campus and have a 160, 225 or 300 dining plan.

Please read all directions before completing the application.

- ii. All other students living in a residence hall are required to contract for either an 80, 160, 225 or 300 dining plan.
- iii. The 160, 225 and 300 dining plans include ten guest meals per semester. The 80 dining plan includes five guest meals per semester.
- iv. The 225 dining plan is the automatic default selection.
- v. Dining plans in effect at the end of fall semester will automatically be assigned for spring semester unless other arrangements have been made with the Dining Services.
- vi. All NDSCS Dining Plans are block plans with unlimited entry.
- vii. The total number of meals provided by the plan are for use during one semester only.
- viii. Meals not used are forfeited and will not carry over to the next semester.
- b) NDSCS offers out-of-state students in-state tuition when they live on campus and have a 160 Dining Plan or larger from Dining Services. For more information about the out-of-state tuition discount, contact the Business Affairs Office at 701-671-2216.

12. Dining Plan Regulations and Policies

- a) Dining plan rates can be found under Housing & Dining at <u>www.ndscs.edu/paying-college/costs-ndscs-know-you-owe.</u>
- b) Dining plan rates include some but not all break periods (see Section 17c).
- c) Valid College Student ID cards are required to use dining plans.
 - i. Student ID cards and associated dining plans are not transferable to anyone else.
 - ii. Students may associate their Student ID card and dining plan with the GET App for mobile access.
- d) Grab-N-Go options are available for students whose class or work schedule conflicts with Dining Services hours.
 - i. Grab-N-Go meals cannot be consumed within the Wildcat Dining Room.
 - Grab-n-Go purchases are limited to two meals (2 dining plan swipes) per single dining visit (breakfast, lunch and dinner)
- e) Change requests to dining plans must be submitted to the Dining Services Office prior to the <u>NDSCS Semester Payment</u> <u>Due Date</u>. No requests for changes after these dates will be accepted.
- f) Food Allergy Warning:
 - i. 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. There is always a risk of contamination. Manufacturers may update and change their product ingredients without notice or College knowledge. The College cannot be assured of the validity of the products.
 - ii. The College does 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 must contact the College Accessibility Coordinator at 701-671-2623 to request a consultation. Staff, faculty, and guests with food allergies are encouraged to contact NDSCS Dining Services at 701-671-2320 for additional information and/or support.

13. Occupancy

- Residents must be an NDSCS enrolled student, must occupy the assigned room, and may not sublet or re-assign the room.
- b) The Department may cancel a student's assignment after the first day of classes if the student is not enrolled at NDSCS and

has not checked into their assigned room. A late cancellation fee may be charged to the student's account.

- c) The Residential Life Department reserves the right to consolidate students when hall occupancy is below 100 percent capacity.
- d) If a student occupies a room that falls below its designed capacity, the Residential Life Department will begin the consolidation process. Students who do not participate in the consolidation process will either be assigned a new roommate by the Residential Life Department or charged for a single room. The Residential Life Department cannot guarantee a roommate assignment.
- e) The Residential Life Department reserves the right to:
 - i. Transfer students from one room or hall to another in the interest of health, safety, student conduct or consolidation purposes.
 - Determine what constitutes occupancy and may reassign students and assign the applicable room rate to a student's account as needed.
 - Assign students to a space with an open bed, with or without notification to any students currently living in that space.
- f) Any termination of occupancy or exceptions to this license contract is subject to the approval of the Residential Life Department.

14. Guests and Visitation

- a) A guest in a residence hall is defined as an individual person who is not assigned to the particular residence hall they are currently in and is in the space with the consent of a hosting resident living in that hall. A guest in a room/suite is defined as a person in a space they are not assigned to, with the consent of the resident living in that space.
- b) Guest requirements:
 - i. Be escorted at all times while being hosted in a building.
 - Provide proof of identification if requested by a college official, law enforcement, or emergency response personnel.
 - iii. Stay shall not exceed 72 consecutive hours without written permission from the Residential Life Department
 - iv. Minors 17 years of age and under must be accompanied by a parent or guardian.
 - v. Guests are not allowed in student rooms during break periods.
- c) Residents are responsible for knowing the identity of their guests and are responsible for their and any guest(s) behavior in any and all spaces in NDSCS dining facilities and in the residence halls, including, but not limited to: room/suite areas, private and public bathrooms, shared kitchen and lounge spaces, laundry rooms, and hallways.
- Residents are held liable for violations and loss or damage to property caused by their guests. (See Liability Insurance section)
- Open (24 hour) visitation means that students may have guests stay in their room:
 - i. Cohabitation is not permitted in College-owned or Collegecontrolled facilities, including those facilities which allow 24hour guest visitation.
 - ii. Cohabitation is defined as any circumstance which would prompt a reasonable person to believe a guest has a regular and/or steady presence in a room or suite. Anyone maintaining clothing changes, keeping personal effects, or using the bathroom/shower facilities in a residence hall for more than 72 consecutive hours, will have established a

Please read all directions before completing the application.

regular and/or steady presence for the purposes of enforcement of this regulation.

- Allowing an un-contracted individual to cohabitate in your residence hall room/suite is grounds for termination of this license contract.
- f) Visitation may not infringe on the rights of roommates.
 - i. The right of a roommate to sleep or study supersedes the right of another person to entertain guests.
 - ii. Roommates should discuss expectations regarding guests prior to their arrival and/or problems arising.
- g) Each room allows a maximum of two guests.

15. Room Change / Hall Transfer

- a) Room changes including vacating a room, and hall transfers require the approval of the Residential Life Department.
- b) Unauthorized room changes may result in being required to move back to the original room, applicable charges for assignment and occupancy of more than one room, administrative fee charges, and/or disciplinary action.

16. Break Periods

- Residence halls close between fall and spring semesters, spring and summer semesters, and during spring break.
 Residents may request to stay in the residence halls during these times for an additional daily fee, as break periods are not included in the standard housing rates. The daily fee rate will be charged for the entire length of the break period.
- b) The Residential Life Department may deny applications, relocate students, or perform room updates and maintenance during break periods
- Dining plans remain active during spring break (March). Dining rates do not include other official break periods and meal swipes are inactive.
- d) The dining services contract concludes with lunch on the day the residence halls close each semester.
- e) Guests are not allowed in residence halls during break periods. Failure to comply with the guest policy can result in disciplinary action and may include removal from housing during the break period

17. Liability Insurance

- a) The Residential Life Department assumes no responsibility for loss, theft or damage to personal property.
- b) 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 residents or guests.
- c) Students agree not to hold responsible, the College, the Residential Life Department 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.
- d) Students are financially responsible to the College and other residents for damage, loss or injury sustained by the College, the Residential Life Department and its employees and agents as a result of student or guests' acts or omissions. Damage charges will include the cost of labor and materials for all repairs and/or cleaning.

18. Hall or Room Contents and Use

- a) Residence hall rooms are equipped with mirrors, desks, chairs, window coverings and twin beds.
- b) Students provide their own linens, blankets, pillows, towels,

toiletries, bedspread and desk lamp, if desired.

- c) The College and the Residential Life Department assume no liability for damages or injuries caused by the use of bed lofts or bunked beds.
- d) Students are responsible for cleaning their rooms and suite areas, removing waste materials and maintaining sanitation and safety conditions acceptable to the Residential Life Department.
 - Students living in suite-style residence halls are responsible for removing all personal items from the bathroom, shower, and sinks on the scheduled cleaning days. Failure to remove personal items on cleaning days may result in additional cleaning charges and referral to the student conduct process.
 - ii. When the condition of a room threatens the health or safety of other residents, staff will instruct the resident(s) of the room to clean the area to acceptable standards.
 - iii. 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 room/suite, food or drink that creates an odor or will attract insects or rodents.
 - iv. 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.
 - v. When a space in a double room or suite that could potentially be occupied by a new resident is not accessible, clean or welcoming, assigned students will be billed for labor and material costs if cleaning is required by the Residential Life Department or Facilities Management.
- vi. Limited supplies for cleaning are available upon request.
- e) The capacity of the electrical systems in the residence halls 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.
- f) <u>Permitted</u> cooking and refrigeration equipment in student rooms are:
 - i. Single serve coffee makers that do not have hot plates and are equipped with automatic shut-off, air fryers with a basket, and microwave ovens under 800 watts.
 - Mini-refrigerators and mini refrigerator/freezer combinations not exceeding 4.5 cu. ft. or 3 ft tall inside storage space are also permitted in the residence halls.
- g) <u>Prohibited</u> items in the residence halls include but are not limited to:
 - i. **Cooking Equipment:** electric frying pans, electric grills and fryers, hot plates, pizza ovens, coffee pots, pizza ovens, air fryers without an internal basket, rice cookers, toasters,
 - ii. Equipment: air conditioners, space heaters, electric blankets, lighters, wax melts and wax warmers, misting diffusers, 3D printers, and electric cords outside of the room or building. Also prohibited are battery chargers, engine heater cords, and weightlifting or exercise equipment.
 - Personal Items: Spray deodorant and spray air fresheners are also prohibited as these items can set off fire alarms.
 - iv. Lighting Items: Rope/string lights with self-adhesive are prohibited as they cause significant damage to the surface they are adhered to. Any other item must be approved by the Residential Life Department.

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- h) Students are not permitted to:
 - Make alterations, install equipment, paint, remove closet doors, window screens, or make repairs to any part of the building.
 - Bring in additional furniture including, but not limited to mattresses, bed frames, sofa bed, waterbed and any bed loft kit other than kits issued by the Residential Life Department.
 - Transfer or remove College property from residence hall rooms, rooms within a suite, lounges or from the residence halls.
 - iv. Have neon signs window displays. All external window displays require approval by the Residential Life Department.
 - v. House pets (other than fish in a tank 10 gallons or less).
 - vi. Have any item with an open flame. Open heating coils, candles, incense burners, lava lamps, neon signs, cordless curling irons and halogen lamps are strictly prohibited.
 - vii. Pictures or other wall hangings should be suspended only from moldboards, picture rails or bulletin boards inside of rooms/suites.
- viii. Nothing is permitted on the exterior/hallway door of the room/suite, aside from items approved or provided by the Residential Life Department.
- Students will be charged for damage to doors, walls, ceilings, and furniture.
- No motorized vehicles or combustion engines may be used or stored in the residence halls.
- k) Bicycles may not be stored in the residence hall rooms or suites, rather only in Hall areas designated for bike storage.
- Fire safety and sanitation requirements prohibit cooking in the residence hall rooms and suites.
 - i. Limited kitchenette space is specifically designed for light snacks. Residents must clean kitchenettes. All food must be kept in closed containers.
 - Students who fail to adequately clean and maintain the kitchen area will be subject to the disciplinary process outlined in the <u>NDSCS Student Rights & Responsibilities:</u> <u>A Code of Conduct</u>. Sanctions may include loss of use of the kitchen space.
- m) No person or organization, whether or not affiliated with the college, may advertise, sell, conduct a business or raise funds in the residence halls without registering and receiving permission from the Residential Life Department. No person may use the words "NDSCS" or "North Dakota State College of Science," 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.
- N) When responsibility for damages, injuries, or other liability within a room or suite cannot be determined, all roommates/suitemates will be held jointly responsible.

19. Residential Life Policies

The conditions regarding student behavior while living in the residence halls under this contract will follow the <u>NDSCS Student</u> <u>Rights & Responsibilities: A Code of Conduct</u> located at: <u>www.ndscs.edu/student-rights</u>, as well as all College policies and regulations, which include but are not limited to the following:

a) Alcohol, Tobacco and Other Drugs -

i. The use of alcohol, tobacco and other drugs is prohibited on campus property at all times. This prohibition includes indoors, outdoors, inside College vehicles and/or personal vehicles while on College property. For more information and to view the full NDSCS Tobacco-Free Environment Policy, visit <u>www.NDSCS.edu/Tobacco</u> and the College <u>Alcohol, Tobacco and Other Drugs Policy</u>.

ii. Any individual found in a residential room in which the Alcohol, Tobacco and Other Drugs policy is being violated, whether participating or not, may be charged with a violation of the <u>NDSCS Student Rights &</u> <u>Responsibilities: A Code of Conduct</u> and the College Alcohol, Tobacco and Other Drugs Policy.

b) Weapons/Firearms/Explosives

- Possession, display or storage of weapons in College owned buildings is prohibited. Refer to the <u>NDSCS</u> <u>Weapons Policy</u>.
- ii. All firearms must be registered with NDSCS Police immediately upon arrival at the College.
- 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.
- iv. 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 of arms.

c) Smoke and Open Flame

- Open flame fire hazards, including but not limited to, any item having an open flame, open heating coils, candles, incense burners, lava lamps, neon signs, cordless curling irons and halogen lamps are strictly prohibited. No liquids or materials of an explosive or combustible nature shall be kept on the premises.
- ii. 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 <u>NDSCS Student Rights &</u> <u>Responsibilities: A Code of Conduct.</u>

Please read all directions before completing the application.

d) Routers and Other Equipment – Routers of any kind, antennas, dishes or aerials for radios or TVs is prohibited. Students are not permitted to tamper/disrupt access to the campus Internet by direct connect or reconnecting equipment/devices to the campus Internet.

e) Emotional Support Animals (ESA) and Service Animals

- Pets are prohibited inside campus buildings, with the exception of animals authorized by NDSCS Accessibility Services or those defined as service animals under the Americans with Disability Act (ADA)
- ii. Students who are approved by NDSCS Accessibility Services to have an animal in campus housing must provide Residential Life with the animal's required immunization, license information and must meet with a Residential Life designee to review and sign an animal registration agreement prior to bringing the animal to campus.
- iii. 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. Failure to comply with any of the responsibilities outlined in the animal registration agreement may result in the exclusion of the animal and owner of the animal from campus housing.

21. Residential Hall Services

- a) Washers and dryers are furnished in the residence halls.
- b) Mail service is provided through the NDSCS Mail Center located in the Student Center. Students residing in a residence hall are required to utilize a NDSCS mailbox if they want to receive mail and/or packages.
- c) Wireless Internet service is provided in all residence halls.

22. Safety and Security

- a) Residents are required to comply with safety and security procedures.
- b) Students who tamper with locked doors, pull open locked doors, access spaces through ceiling/other means, or admit unauthorized people into residential or dining facilities are subject to a \$100 fine and disciplinary action.
- c) Persons setting off false fire alarms, tampering with or removing firefighting equipment or vandalizing or disrupting elevator service are subject to a \$500 fine, disciplinary action up to and including termination of this contract and criminal action.
- During fire alarms, residents and guests must leave the building by the designated exit or be in violation of the NDSCS Student Rights & Responsibilities: A Code of Conduct located at: <u>www.ndscs.edu/student-rights</u>, Windows and doors should be closed and lights should be left on.
- e) Each resident is issued a room key and security card access.
 - Students are expected to lock their room/suite. When outside doors are locked, access is limited to residents and their authorized guests.
 - ii. Keys to residential buildings are the property of the

Residential Life Department 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 cost.
- Students who lock their room keys in their room will be given a written warning for their first lockout.
 Students will be fined \$25.00 for each additional lockout after the initial warning is given.

23. Standard Regulations and Expectations

- a) Students are expected to know and agree to abide by the terms and conditions of this contract and rules and regulations outlined in the <u>NDSCS Student Rights & Responsibilities: A Code of Conduct</u> and the <u>Student</u> <u>Dining Conduct</u>. Violation of these rules or other inappropriate conduct is handled through the disciplinary processes outlined in said the Code of Conduct.
- b) Students are expected to cooperate with any College official or emergency personnel in the performance of their duties.
- c) Students are responsible for the subject matter covered under "Social Media Guidelines" located at: <u>www.ndscs.edu/current-students/student-rights-</u> <u>responsibilities/social-media-guidelines</u>.
- d) Students are expected to honor established quiet hours (10PM – 10AM on weekdays, Midnight – 10AM on weekends), which are posted in the residence halls. Residents, with the assistance of the Residential Life student staff, monitor the established quiet hours. If activity/music in your room 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.
- e) Courtesy hours are in effect 24 hours a day/7 day 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 hall 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, the residence hall staff will assist in reaching solutions to conflicts or enforcing these regulations. Problems with excessive noise will be referred for student conduct action.
 - ii. Students may not create excessive noise, disturb or infringe on the rights of others, harass, haze or in any way lessen the educational effectiveness of the college. 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.
- f) The College, Residential Life and Dining Services will not tolerate verbally or physically threatening, abusive or harassing behavior toward employees or students. Verbal or physical threats may result in permanent

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removal from residential and dining facilities and/or suspension or expulsion from the college.

- g) Students are responsible for their Room Condition Report (RCR).
 - i. Students must review and submit any comments for the room/suite inventory and condition report to the Residential Life Department within 72 hours of checking into their room. 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.
 - ii. Students may be billed for damages that are present in the room/suite area at check-out but are not noted on the room condition report at check in.
 - The Residential Life Department and/or Facilities Management may make a final inspection of the room after check out.
 - iv. Students are responsible for damages to their room/suite that are not reported on the Room Condition Report at check-in and are itemized on the Room Condition Report at the time of checkout or on a damage assessment provided to Residential Life by Facilities Management.
 - Roommates and/or suitemates are encouraged to discuss damages with each other and take responsibility for their respective charges before check-out. The last roommate/suitemate to check out will be held responsible for the remaining unclaimed damage/cleaning charges.
 - h) Students are responsible for damages and loss to college property resulting from negligence, misuse, or reckless or intentional acts. Students are expected to report any damage to college property to Residential Life staff. When responsibility within a room or suite cannot be determined, all roommates will be jointly responsible. Damage of college property shall be cause for disciplinary action.
 - i) To contain rising housing rates, the Residential Life Department reserves the right to charge students 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.
 - j) Students are responsible for maintaining cleanliness of common spaces on campus. Students that fail to adequately clean and maintain common spaces will be subject to the disciplinary process outlines in the <u>NDSCS Student Rights & Responsibilities: A Code</u> of Conduct.
 - The Residential Life and Dining Services departments will communicate through the official NDSCS email address that is provided by the College.
 - i. This address is considered the official form of communication for all purposes.
 - ii. It is the student's responsibility to monitor their College provided email on a regular basis
 - Students are also responsible for information provided during hall/floor meetings as well as materials posted in residential and dining facilities.

24. Search and Inspection

- a) The right to inspect rooms without notice is reserved by the Residential Life Department and Facilities Management for the purposes of maintenance, cleaning, fire and personal safety and for the purposes of administering provisions of this contract.
 - i. 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 student party to this contract. Inspections are conducted monthly.
- b) Entry and search 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 <u>NDSCS Student Rights &</u> <u>Responsibilities: A Code of Conduct</u>.

25. Termination of License Contract by the College

- a) This license contract may be terminated for nonpayment, withdrawal to fewer than six credits, conduct or policy violations, or suspension/ expulsion.
- b) If a student's license contract is terminated as a result of conduct violation(s) 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.
- c) Students 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 license contract termination date unless an alternate timeline is established by the Residential Life Department.
- d) The Residential Life Department or designee may temporarily suspend, restrict or reassign a student from their room or residence hall and dining services pending an investigation and/or hearing whenever, in the Department's judgment, the continued presence of the student constitutes a danger to the student or the safety of persons or property in the residence halls or dining facilities.

26. Vacating and Semester Break Check out

- a) Students must properly check out of the residence halls by 6 pm on the last day of the spring and summer semesters, unless an alternate timeline is established by the Residential Life Department.
- b) A student has properly checked out of their room when they have completed an express checkout, removed all personal belongings from the room and/or suite, returned all College provided furniture/equipment to original layout, completed basic cleaning of the space (i.e., sweeping, removing trash, etc.) and returned all departmentissued keys for the assigned space(s).
- c) Students must contact the Residential Life and Dining Services departments if vacating any day prior to the last week of the fall, spring or summer semester.
- d) Students must properly check out of their room with

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a Residential Life staff member by the due date communicated to the student by the Department. Failure to do so will result in an improper check out charge.

- e) Students who plan to return for spring semester must complete a semester break check out at the end of fall semester prior to leaving campus for semester break.
 - Students are required to complete the list of semester break checkout items (i.e., removing trash, defrosting and unplugging refrigerator(s), ensuring windows are closed, etc.) and return their key(s) to the Residential Life Department.
 - Students who do not complete the semester break checkout items or return their key(s) will be charged an improper check out fee and possible re-core charges.
- Each student is responsible for cleanliness of their room and if applicable, common suite area upon check out.
 - If a room/suite area 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.
 - Additional charges for damages, including cost of labor and materials, may be assessed to a student's account if additional maintenance, repair and/or replacement to any area in the room/common suite area are required.
- g) After termination of this license contract, the Residential Life Department can dispose of a student's abandoned or unclaimed property held in storage for more than 30 days by way of public or private sale, donation or disposal.
 - i. The Residential Life Department can keep the proceeds.
 - Students who abandon property will be charged a fee for removal and storage of abandoned property.