A. OFFER/LICENSE

The Residence Hall Room and Meal Plan License Agreement (“Agreement”) creates a license for the Student to use campus housing and is not a lease. The relationship between UND and the Student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for you to use residential housing subject to the conditions of this Agreement and University relations. Fulfillment of this Agreement is contingent upon proper acceptance and the availability of space within the University residence halls. The written terms of this Agreement supersede all previous agreements as well as any verbal statements, telephone conversations, emails, or other communications made concerning this Agreement. In consideration for the payment of the fee in effect at the time of occupancy, the University of North Dakota offers to furnish room and meals as set forth in this Agreement.

This Agreement is issued for the 2015-2016 academic year. Therefore, once the Student has accepted this Agreement, he/she is expected to honor the Agreement for the balance of the academic year. Requests for exceptions/alterations or changes to the terms of this Agreement or the ensuing room and/or meal plan assignment must be submitted in writing by the individual accepting this Agreement.

B. ELIGIBILITY REQUIREMENTS

a. The Student must be admitted to the University and enrolled as a full-time Student in order to live in University housing.

b. Eligibility for residency under this Agreement is not lost when the Student drops to part-time status during the Agreement period; however, if the Student drops to below nine (9) semester credit hours (undergraduate) or six (6) semester credit hours (Graduate Student), continued residency is subject to written approval by the Executive Director of Housing & Dining or his or her designee. Prior Student involvement in any disciplinary incidents may be taken into consideration in determining authorization to continue to reside on campus.

c. The Student is expected to take the initiative in notifying the Executive Director of Housing & Dining, or his or her designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.

d. All first-year students are required to live in a residence hall. For the 2015-16 academic year, a first-year student is defined as a student who enrolls full-time (12 or more credit hours) at UND within one year of their high school graduation or equivalent and has less than 24 transferable post-secondary semester credit hours. (Transferable credits earned while still in high school, including dual credit, AP, etc., will not be counted toward the total). Find the full first-year live-on policy at http://und.edu/student-life/housing/residence-halls/on-campus-living-requirement.cfm. Students residing in campus housing must provide vaccination documentation per NDUS Policy 506.1. Please visit www.UNDStudentHealth.com for more information.

C. APPLICATIONS/ASSIGNMENTS

a. The University will assign accommodations subject to the space available.

b. The University will make every effort to honor the Student’s request with regard to preference of room, roommate, and residence hall but does not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms.

c. The University reserves the right to change or cancel assignments in the interest of order, health, safety, effective space utilization, or discipline, with appropriate written notice to the extent reasonably practicable under the circumstances.

d. New UND students who have been admitted and have an application, paid the $35 non-refundable housing application fee, agreed to the Residence Hall Room and Meal Plan License Agreement, and paid the $250 first installment are eligible for assignment as space is available.

e. Private rooms will be granted on the basis of availability and are subject to charges specified at http://und.edu/student-life/housing/residence-halls/rates.cfm

f. Request for Disability Accommodation

   i. UND Housing provides reasonable accommodations to residents with disabilities who have a verifiable need for the accommodation. The purpose of an accommodation is to either lessen or eliminate adverse effects of the disability. A reasonable accommodation does not put an undue burden on either party.

   ii. UND Housing may or may not provide adjustments to housing policies due to a medical condition that does not rise to the level of disability but does cause daily discomfort.

   iii. Verification of the need for the accommodation or adjustment due to medical condition requires clinical documentation provided by an appropriate professional.

g. Accommodation for students based on gender identity/expression

   i. The University is committed to assisting students who need special accommodations based on gender identity/expression.

   ii. The Student is encouraged to contact the UND Housing & Dining Office. Staff will not ask for more information than is required and will work with the Student to determine a suitable arrangement. All disclosed information will be kept confidential.

D. PERMIT FOR USE/RESTRICTIONS

a. The Student is provided a room under this Agreement for his/her use only. Use of the room by another party except as authorized by the
University in writing is in violation of this Agreement and will subject the Student to disciplinary action and/or may result in termination of this Agreement.

b. Room assignments are not transferable; subletting is not permitted.

c. The Student agrees that under no circumstances shall he or she:
   i. Violate guest/visitation policies as outlined in the Residence Hall Handbook.
   ii. Allow pets of any kind in the housing facility. Service animals or approved therapy/assistance animals are not pets and in accordance with ADA regulations and the Fair Housing Act are permitted in the residential facilities. Specific information regarding the University’s Policy regarding service animals or approved therapy/assistance animals may be obtained at [http://und.edu/finance-operations/environmental-health-and-safety/policies-and-procedures/generalsafety/animals-on-campus.cfm](http://und.edu/finance-operations/environmental-health-and-safety/policies-and-procedures/generalsafety/animals-on-campus.cfm)
   iii. Use the housing facility for any form of business activities or promotional ventures.

E. TEMPORARY ACCOMMODATIONS
   a. When demand for housing accommodations exceeds the available space, the University reserves the right to assign an additional student to a room or make other temporary arrangements, including the use of off-campus facilities.

F. ROOM CHANGES/HALL TRANSFERS
   a. Students may request room changes, hall transfers, and room check-outs through the filing of required requests with and approval by the UND Housing & Dining Office as outlined in the Residence Hall Handbook.
   b. Unauthorized room changes may result in the Student being required to move back to the original room, assessment of an administrative charge, and/or disciplinary action.

G. CONSOLIDATION POLICIES
   a. When deemed necessary by the University, the Student may be required to move to other accommodations as detailed below. When such circumstances occur, the Student agrees to complete the move within the time specified by the UND Housing & Dining Office - usually 48 hours.
      i. To vacate a floor, wing, room, apartment, building, or complex when extraneous circumstances require;
      ii. To consolidate students as set forth in the Consolidation Policy as listed in the Residence Hall Handbook;
      iii. To control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic;
      iv. To provide necessary space to accommodate staffing needs;
      v. To reassign to areas to accommodate the current gender mix;
      vi. To vacate an area for the purpose of major repairs or facility failures;
      vii. To temporarily close facilities during extended University break periods;
      viii. When unusual conditions occur affecting the health or safety of the Student or others;
      ix. To maximize space use efficiency or to meet building occupancy requirements;
      x. As part of the Student Conduct/Judicial process or as needed to maintain order and an appropriate living-learning environment.

H. ROOM AND MEAL PLAN RATES
   a. Room and meal plan rates for 2014-15 are currently available at [www.housing.UND.edu](http://www.housing.UND.edu). Final 2015-2016 rates will be posted, when available, online at [http://und.edu/student-life/housing/residence-halls/rates.cfm](http://und.edu/student-life/housing/residence-halls/rates.cfm). Rates do not include the Activity and Special Programs fee.

I. TERM OF LICENSE AGREEMENT
   a. This Agreement is for University housing and meals during the standard academic year (August 22, 2015-May 14, 2016) unless otherwise noted in this Agreement. The term of occupancy shall be for the entire academic year (fall and spring semesters) or if entered into after the start of the fall semester, for the remainder of the fall and spring semesters. For the purposes of this Contract, Standard Academic Year shall be defined as the period of time beginning at 8:00 a.m. on the date that the residence halls officially open for check-in immediately preceding the start of fall semester classes, as published in the most current University Bulletin, and ending 24 hours after completion of the Student’s last final of the Spring semester. For students officially participating in spring graduation exercises, the Standard Academic Year ends at noon on the Sunday immediately following spring graduation exercises.
   b. The term of occupancy includes University holidays (days during the standard academic year when classes are not held) that fall between the residence hall opening date and residence hall closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Agreement term or when the Student has received written authorization from the Executive Director of Housing & Dining, or his or her designee, to terminate this Agreement.
   c. Occupancy at times other than those specified above may be allowed on a space available basis and for an additional fee if the Student has received prior authorization from the Executive Director of Housing & Dining or his or her designee.

J. PAYMENTS/CHARGES
   a. The Student agrees to pay the established rate for room and meals as specified in Room and Meal Plan rates at: [http://und.edu/student-life/housing/residence-halls/rates.cfm](http://und.edu/student-life/housing/residence-halls/rates.cfm)
b. All payments are made to UND Student Account Services, 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373. See (C) of this section.

c. Payment is due according to the guidelines established by UND. These guidelines are available at http://und.edu/admissions/student-account-services/index.cfm

d. You may pay online through Campus Connection>Student Center>Pay On-Line Now using e-check (free) or credit card (American Express, Discover, Visa, or MasterCard). If you use a credit card (debit), you will be charged a 2.75% (min $3) service fee by TouchNet PayPath. Payments may be made by cash or check (valid photo ID required) at Student Account Services during its open hours or by mail to Student Account Services address listed above. All checks must be drawn on a United States financial institution.

e. Students must have all past due amounts owed to UND paid prior to occupancy. The University reserves the right to cancel the assignment and priority number of any applicant who has a past due University Accounts Receivable (Campus Connection) balance.

f. Students are billed a $29.50 per semester Activity and Special Programs Fee. The fee is used for but not limited to programming, leadership training, recreational equipment, scholarships, public relations, promotional materials/incentives & prizes, and recognition. The $29.50 Activity and Special Programs fee is non-refundable.

g. To contest charges arising from this Agreement, go to the Student Account Services web page at http://und.edu/finance-operations/student-account-services/billing-information.cfm for information regarding student billing.

h. Room and meal charges are subject to all applicable policies and procedures as established by the University and are subject to change by the North Dakota State Board of Higher Education.

i. If the Student does not meet financial obligations to University, the Student is subject to removal from University housing and dismissal from the University. Other actions for failure to meet financial obligations to the University, as published in the University Code of Student Life, Residence Hall Handbook, or University Catalogue, and the NDUS Financial Obligation Agreement include the withholding of future registration privileges, the withholding of the issuance of an official certified transcript, the withholding of the conferring of a degree, and a bar against readmission to the University. Expenses incurred by the University in collecting the total amounts due under this Agreement will be the responsibility of the Student, including collection costs associated with referral to a collection agency, including but not limited to attorney fees, collection agency fees, which may include a percentage-based collection fee of up to 50%, court costs, and other fees.

j. The Student agrees to pay the University for any damages incurred to the premises during this occupancy (including a pro-rata share of any group or common area damage billing) and for all expenses incurred by the University in restoring the room/apartment and its contents to clean and good condition, as determined by designated Housing & Dining staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond the Student’s control.

k. If the Student fails to complete a proper check out of his or her room/apartment, he or she may be assessed a $50 Improper Check-Out fee plus the charge for the lock changes if the keys are not returned on time, as well as any other applicable cleaning and damage charges.

l. Students who abandon property will be charged costs associated with processing and removal of the abandoned property.

K. INTERSESSION HOUSING

a. InterSESSION housing is defined as the following periods during which classes are not offered:

i. Fall intersession: Period of days between the end of summer session classes and the date the residence halls open for academic year check-in;

ii. Summer intersession: Period of days between the end of the standard academic year and prior to the date the residence halls open for summer session check-in; or

iii. Winter intersession: Period of days between the end of fall semester classes and the date the residence halls open for spring semester check-in.

b. Students desiring housing during the fall, summer, and winter intersession periods may request to stay in designated University residence hall(s) for an additional fee. No fee will be assessed for students who renew this agreement and maintain continuous occupancy. Students may be required to move to a different facility for intersession housing.

c. Students desiring housing during winter intersession will be required to register with Housing staff in order to be issued building access for the winter intersession period. Students who fail to return intersession access keys at the conclusion of the intersession period will be assessed a facilities key charge.

d. Meals during Fall, summer, winter intersession periods (excluding Thanksgiving Day and Christmas Day) are provided at no additional charge for students continuing to the next academic semester. During intersession periods, dining services are subject to changes in hours and services offered. See Residence Hall Handbook or Housing & Dining website for information about hours of operations and services available during intersession periods.

e. The terms and conditions of this Agreement will apply to students approved for intersession housing.

f. Dining dollars cannot be used during intersession periods.

L. REFUNDS

a. All refunds for room and meal payments authorized under this Agreement will be made in accordance with the refund provisions specified in this Agreement and the North Dakota State Board of Higher Education Refund Policy. (830.2)

b. Any refunds will be processed only after all terms of this Agreement have been satisfied.

c. Refunds are placed on the Student’s University Campus Connection Account and are applied to unpaid account balances (common
d. Credit account balances are refunded per Student Account Services Policies. To request a refund, notify UND Student Account Services, 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373, or call (701) 777-3911.

M. AGREEMENT RELEASES/TERMINATION (STUDENTS ARE ENCOURAGED TO READ THIS ENTIRE SECTION THOROUGHLY AND TO CONTACT THE UND HOUSING & DINING OFFICE BEFORE MAKING OTHER HOUSING ARRANGEMENTS AFTER ACCEPTING THIS AGREEMENT.)

a. The Student may request release from this Agreement for the academic year by submitting a written request for release to the Office of UND Housing & Dining on or before August 15. The Student may request release from this Agreement for spring semester by submitting a written request for release to the Office of UND Housing & Dining on or before December 15.

   i. UND Housing & Dining will approve the request and release without penalty ONLY if one or more of the following circumstances exist:

      1. The Student will graduate or terminate enrollment at the close of the spring semester for academic year release or at the end of the fall semester for spring semester release;
      2. The Student will be married prior to the beginning of the applicable fall or spring semester;
      3. The Student has a student teaching, study abroad, or intern assignment that requires residence in another city at a distance greater than 35 miles from the campus;
      4. The Student is moving to a University apartment (must be lease holder, or qualify as lease holder); or
      5. The Student seeking approval for Agreement release by the Office of UND Housing & Dining due to a qualifying hardship or other compelling reason that occurred after August 15 for the Academic year/Fall semester or after December 15 for spring semester.

   ii. UND Housing & Dining will approve the request and there may be liquidated damages fees if one or more of the following circumstances exist:

      1. The Student will have earned 24 hours of post-secondary, transferable college level work prior to the beginning of the applicable fall semester for academic year release; or by the end of fall semester for spring semester release; or
      2. The Student will be 20 years of age prior to the beginning of the applicable semester.

   iii. If the Student receives a release from this Agreement under a provision as set forth in Section (M)(a)(ii), the Student may be assessed liquidated damage fees according to the following schedule:

<table>
<thead>
<tr>
<th>Academic Year Approved Releases</th>
<th>Liquidated Damage Fees</th>
<th>Spring Semester Approved Releases</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1 – May 14</td>
<td>$200</td>
<td>September 15–October 15</td>
</tr>
<tr>
<td>May 15 – July 14</td>
<td>$400</td>
<td>October 15–November 14</td>
</tr>
<tr>
<td>July 15 – August 1</td>
<td>$700</td>
<td>November 15–November 30</td>
</tr>
<tr>
<td>August 1 – August 15</td>
<td>$1000</td>
<td>December 1 – December 15</td>
</tr>
</tbody>
</table>

b. Agreements will be cancelled at the end of the week in which the Student is released.

c. If the Student does not claim the assigned housing accommodation by the first day of class each semester, and if the Student has not officially enrolled in the University by that time, this Agreement may be voided by University.

d. If the Student does not claim the assigned housing accommodation by 4:00 p.m. on the first day of class each semester, and if the Student is officially enrolled in classes in University, the Student is liable for all applicable room and meal charges.

e. If the Student violates University policies, rules, and regulations defined in Section T, or the law, the University may terminate this Agreement and require that the Student vacate the room within 24 hours after receipt of notice-to-vacate. Under these circumstances the Student will be liable for fifty percent (50%) of remaining academic year room charges under this Agreement.

f. If the Student is re-instated or re-enrolled after release for non-admission, withdrawal, or dismissal during the term of this Agreement, the Student agrees to fulfill the balance of the Agreement.

N. LIABILITY

a. The Student is liable for payment of any damages to University property in his or her room in accordance with charges as listed in the Residence Hall Cost Damage book.

b. The Student is liable for payment of a pro-rata share, along with other occupants, for any damages which occur in the housing facility, or for any loss of furnishings which cannot be attributed to the action or negligence of a particular occupant or to another party.

c. The Student will not be liable for damages caused by acts of nature or for normal wear and tear.

d. The Student will receive an itemized statement for the full amount of such damages and payment of the amount set out in the statement shall be due.

e. The University will not be liable for theft, or for loss, damage, or destruction of personal property belonging to, or in the custody of the Student, including loss from fire, windstorm, or other causes. Students are encouraged to carry personal renters insurance or to see if they are eligible for coverage under parent’s homeowner’s policy.
O. INDEMNIFICATION
   a. The University of North Dakota and its officers, agents, representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by the Student from and against, any and all suits, actions, losses, damages, claims, or liabilities of any character, type, or description, including all expenses of litigation, court costs, and attorney’s fees, (collectively referred to as “claims” in the remainder of this section), arising out of, connected with or resulting from any acts or omissions of the Student, excluding claims arising solely from the negligence or wrongful acts or omissions of the University of North Dakota or its officers, agents, representatives, or employees.

P. CONDITION OF ROOM
   a. The Student agrees to properly clean his or her room and keep it clean and in reasonable order. Failure to do so may be cause for termination of license agreement and/or applicable cleaning and/or maintenance charges being applied.
   b. Painting of the room or any portion thereof is prohibited. The hanging of articles in the room may be done only in accordance with University policy and may not interfere with safety equipment, access or egress to the room or unit, or cause damage to the facility. (See residence hall staff for more information.)
   c. In accordance with Housing Policy as defined in the Residence Hall Handbook, the Student shall not make any modification or physical changes in room, or attach fixtures, pictures, plaques, etc. to walls, doors, or ceilings, except as authorized by University.
   d. The University and the Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care so as not to cause a disorderly, unsafe, or unsanitary condition to occur.
   e. The Student shall notify Housing Staff of damage or needed repairs in a timely manner via the established work order procedure as outlined in the Residence Hall Handbook.

Q. SERVICES BY UNIVERSITY
   a. The University will not provide custodial services for the Student’s living unit, but will keep community areas, community bathrooms, including Suite room bathrooms, and halls clean and in good order. The Student, however, is responsible for his or her misuse of community areas. Students in University Place are required to maintain bathrooms in their individual units.
   b. The University agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of each individual residence hall. The University shall not be responsible for disruptions in service that are beyond the University’s control.

R. PRIVACY OF STUDENT OCCUPIED ROOMS
   a. The privacy of student rooms in University housing will be respected by University personnel. No room shall be entered without knocking, except in emergencies. The Student agrees and acknowledges that in the absence of occupants, authorized University personnel may enter rooms: (1) for the purposes of routine inventory, maintenance, or repair; or (2) for health or safety inspections.
   b. The Student agrees and acknowledges that authorized University personnel may conduct an administrative search of the Student’s room to determine compliance with University regulations and policies or federal, state, or local criminal laws when there is a reasonable cause to believe that a violation has occurred or is taking place.

S. NONDISCRIMINATION
   a. The University does not discriminate when making assignments and will reject requests for assignment based upon reasons of race, religion, age, color, sex, disability, sexual orientation, gender identity, genetic information, national origin, marital status, veterans’ status, political belief or affiliation, or the receipt of public assistance.

T. UNIVERSITY POLICIES, RULES, AND REGULATIONS
   a. The Student agrees to abide by the policies and procedures as stated in the current Residence Hall Handbook. The Student agrees to conduct him or herself in a manner that is conducive to the educational goals of the University. Appropriate behavior includes respecting the rights of others and following University policies as enforced by University personnel. The Student further agrees that during the term of his or her occupancy in student housing, he or she will comply with the rules and regulations of the University and of residence halls relative to preserving order on the premises, use of the premises, protection of University (State of North Dakota) property, and maintenance of his or her status as a student. The general rules and regulations of the University are in the Academic Catalog, Code of Student Life, State of North Dakota statutes, and all check-in and agreements accepted by the Student.

U. CORRESPONDENCE WITH UND HOUSING & DINING
   a. You may contact the UND Housing and Dining by:
      i. U.S. Mail: Housing Office
         525 Stanford Rd., Stop 9029
         Grand Forks, ND 58202-9029
      ii. E-mail: housing@UND.edu
      iii. Web: www.housing.UND.edu
      iv. FAX: (701) 777-4298
      v. Phone: (701) 777-4521
b. Please include your name and Student ID number on all correspondence.

V. GENERAL PROVISIONS
   a. The Parties herein construe this Agreement under the laws of the State of North Dakota and perform obligations in Grand Forks County, North Dakota.
   b. In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
   c. This Agreement may be executed in multiple copies which are all part and parcel of the same agreement.
   d. Changes in the printed matter of this Agreement must be approved in writing by the Executive Director of Housing and Dining or designee. The venue for any dispute arising under this Agreement shall be the Northeast Central Judicial District Court located in Grand Forks County, North Dakota.

W. DINING SERVICES
   a. A meal plan is required of all students living in the residence halls except for University Place. Meal plan contracts are non-transferable.
   c. The 2015 Fall Contract period starts with brunch on Saturday, August 22, 2015 and ends with lunch on Friday, December 18, 2015. The 2016 Spring Contract begins with dinner on Sunday, January 10, 2016 and ends with lunch on Friday, May 14, 2016. Schedules of operation will be posted prior to dining centers closing for holiday weekends and break periods as defined herein.
   d. First-year students are required to choose one of the two unlimited access plans. Returning students (not first-year) can choose from two additional plans, 145 meals per semester and 155 meals per semester. Additional information can be found at www.dining.und.edu
   e. Meal Plan Changes: Dates for changes can be found at www.dining.und.edu
   f. Identification: All students with a meal plan must provide a finger scan or present a machine-readable UCard with an identifiable picture for dining center access.
   g. Students who live in University Place are not required to have a meal plan and are provided with Dining Dollars. The Dining Dollar portion of the license/contract is a value enhanced service, similar to the University providing electricity, water, and heat. There is no additional charge for this service.
   h. Since Dining Dollars are being provided as a part of the license/contract, similar to electricity, heat and water, and there is no charge for this service, there is no cash value associated with this program. Credit will not be given for unused portions, nor can they be applied to the purchase of any other meal plans. Any unused Dining Dollar balance that is a part of Agreement for Student's living in University Place will be forfeited on the last day of the Agreement period. Dining Dollars that are a part of a required dining plan for this Agreement will be forfeited at the end of each semester.
   i. All meals must be consumed in the dining centers during scheduled serving hours. Exceptions: Sack lunch, sick trays, and extended dinner carryout. The exceptions listed allow one swipe per access into the dining centers. Multiple swipes will not be granted in takeout situations.
   j. Students living in Swanson Hall who choose the Unlimited or Unlimited Plus access plan have the option of using their dinner meal swipe at Old Main Market Place after 7:00 PM Monday – Friday and brunch and dinner on brunch and dinner Saturday and Sunday. Unlimited access in retail locations allows the plan holder to use one swipe per traditional meal period, breakfast, lunch, and dinner. Additional meals can be accessed in any of the 3 dining center locations. Please Note: Block plan holders do not qualify for this option.