

APARTMENT STYLE HOUSING LICENSE AGREEMENT SUMMER 2021



UNIVERSITY OF NORTH DAKOTA
HOUSING OFFICE, STOP 9029, GRAND FORKS, NORTH DAKOTA 58202

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY.

IMPORTANT NOTICE: Submission and acceptance through Campus Connection>Apply Online executes this Agreement and implies acceptance on the part of the Student of all terms and conditions stated herein.

A. OFFER/LICENSE

The University of North Dakota offers to furnish apartment style housing in consideration for payment of the fee in effect at the time of occupancy. The Apartment Style Housing 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 apartment style housing. 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 a room as set forth in this Agreement.

This Agreement is issued for Summer 2021 (May 16, 2021 – August 8, 2021) or balance thereof. Therefore, once the Student has accepted this Agreement, the Student is expected to honor the Agreement for the balance of the summer term.

Requests for exceptions, alterations, or changes to the terms of this Agreement or the ensuing room assignment must be submitted in writing by the individual accepting this Agreement.

B. ELIGIBILITY REQUIREMENTS

1. Eligible Students include:
 - a. Students enrolled in classes for the summer session.
 - b. Students enrolled in Spring or Fall term and maintaining continuous occupancy.
 - c. Approved UND affiliates.
2. 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 six (6) semester credit hours (undergraduate) or three (3) semester credit hours (Graduate Student), continued residency is subject to written approval by the Director of Housing 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.
3. The Student is expected to take the initiative in notifying the Director of Housing and Residence Life, or his or her designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.
4. Students residing in campus housing must provide vaccination documentation per NDUS Policy 506.1. Please visit <https://und.edu/student-life/student-health/immunizations.html> for more information.

C. APPLICATIONS/ASSIGNMENTS

1. The University will assign accommodations subject to the space available.
2. The University will make every effort to honor the Student's request with regard to preference of room, roommate, and apartment style housing building, but does not guarantee assignment to particular building, types of accommodation, specific rooms or apartment, roommate, or single room.
3. 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.
4. Students who have been admitted to the University, have submitted a housing application, paid the \$60.00 non-refundable housing application fee, and agreed to the Apartment Style Housing License Agreement, are eligible for assignment as space is available.
5. Assignments will be granted on the basis of availability and are subject to charges specified at <https://und.edu/student-life/housing/residence-halls/rates-contracts.html>.
6. All bedrooms will be offered as private rooms unless requested at time of application.
7. If a Student does not self-select a room assignment through the room selection process, assignments will be made by the Housing and Residence Life Office and Student will be subject to the below liquidated damage fee schedule.
8. Request for Disability Accommodation
 - a. UND Housing and Residence Life provide 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.
 - b. UND Housing and Residence Life may or may not provide adjustments to housing and residence life policies due to a medical condition that does not rise to the level of disability, but does cause daily discomfort.
 - c. Verification of the need for the accommodation or adjustment due to medical condition requires clinical documentation provided by an appropriate professional.

D. PERMIT FOR USE/RESTRICTIONS

1. The Student is provided a room under this Agreement for Student's 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.
2. Room assignments are not transferable; subletting is not permitted.
3. The Student agrees that under no circumstances shall the Student:
 - a. Violate guest/visitation policies as outlined in the [Housing and Residence Life Policies](#).
 - b. 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 <https://campus.und.edu/safety/files/docs/animals-on-campus-policy-7-15.pdf>.
 - c. Use the housing facility for any form of business activities or promotional ventures.

E. TEMPORARY ACCOMMODATIONS

1. Based on projected housing occupancy needs, the University reserves the right to implement temporary or overflow housing assignments. These options may include:
 - a. Assigning an additional student to a room;
 - b. Assigning students to spaces available in other residence halls or University controlled apartments;
 - c. The use of off-campus facilities; or
 - d. Other appropriate options as determined by UND Housing and Residence Life Office.

F. ROOM CHANGES/HALL TRANSFERS

1. Students may request room changes, hall transfers, and room check-outs by contacting their hall or Housing and Residence Life Office staff. Requests for room change will be reviewed by the UND Housing and Residence Life Office and be evaluated in accordance with the room change process outlined in the [Housing and Residence Life Policies](#) and the terms and conditions of this agreement. 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

1. 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 and Residence Life Office - usually 48 hours.
 - a. To vacate a floor, wing, room, apartment, building, or complex when extraneous circumstances require;
 - b. To consolidate students as set forth in the Consolidation Policy as listed in the [Housing and Residence Life Policies](#);
 - c. To control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic;
 - d. To provide necessary space to accommodate staffing needs;
 - e. To reassign to areas to accommodate the current gender mix;
 - f. To vacate an area for the purpose of major repairs or facility failures;
 - g. To temporarily close facilities during extended University break periods;
 - h. When unusual conditions occur affecting the health or safety of the Student or others;
 - i. To maximize space efficiently or to meet building occupancy requirements; or
 - j. As part of the Student Conduct process, or as needed to maintain order and an appropriate living-learning environment.

H. ROOM RATES

1. Final Summer 2021 rates will be posted online when available at <https://und.edu/student-life/housing/residence-halls/rates-contracts.html>. Room rates do not include the Activity and Special Programs fee.

I. TERM OF LICENSE AGREEMENT

1. This Agreement is for University housing between May 16, 2021 and August 8, 2021 unless otherwise noted in this Agreement.
2. The term of occupancy shall be for the entire length of the Agreement, or if entered into after the start date of the selected Agreement length, for the balance thereof.
3. Occupancy ends at the conclusion of the Agreement term or when the Student has received written authorization from the Director of Housing and Residence Life, or his or her designee, to terminate this Agreement.
4. Occupancy at times other than those specified within the Agreement length may be allowed on a space available basis and for an additional fee if the Student has received prior authorization from the Director of Housing and Residence Life, or his or her designee.

J. PAYMENTS/CHARGES

1. The Student agrees to pay the established rate for room specified at <https://und.edu/student-life/housing/residence-halls/rates-contracts.html>.
2. Payment is due according to the guidelines established by UND. These guidelines are available at <https://und.edu/one-stop/tuition-fees/billing-information.html>. You may pay online through Campus Connection> Pay On-Line Now using e-check (free) or credit card. If you use a credit card (or debit), you will be charged a 2.85% (min \$3) service fee by TouchNet PayPath. Payments may be made by personal check (valid photo ID required) at One-Stop Student Services, Twamley Hall, second floor, during their hours of operation or by mail to One Stop Student Services at 264 Centennial Dr., Stop 7155, Grand Forks, ND 58202-7155. All checks must be drawn on a United States financial institution. One-Stop Student Services does not accept cash payments.
3. **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 (Campus Connection) balance.

4. Students are billed a non-refundable \$4.00 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.
5. To contest charges arising from this Agreement, go to the One Stop Student Services web page at <https://und.edu/one-stop/tuition-fees/billing-information.html> for information regarding student billing.
6. Room 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.
7. If the Student does not meet financial obligations to the 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, [Housing and Residence Life Policies](#), 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, 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.
8. 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 and Residence Life Staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond the Student's control.
9. 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.
10. Students who abandon property will be charged costs associated with processing and removal of said property. The University does not provide storage for Student's belongings.

K. REFUNDS

1. All refunds for room 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).
2. Any refunds will be processed only after all terms of this Agreement have been satisfied.
3. Refunds are placed as credits on the Student's Campus Connection Account and are applied to unpaid account balances (i.e., common damages, individual damages, and other University charges).
4. Credit account balances are refunded per One Stop Student Services Policies. To request a refund, notify One Stop Student Services by email at onestop@und.edu, by mail at 264 Centennial Dr., Stop 7155, Grand Forks, ND 58202-7155, or call (701) 777-1234.

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

1. The Student may request a release from this Agreement by submitting a written request to the UND Housing and Residence Life Office.
 - a. The UND Housing and Residence Life Office will approve the request and release without penalty ONLY if one or more of the following circumstances exist:
 - i. The Student will be married prior to the beginning of the applicable fall, spring, or summer semester;
 - ii. 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;
 - iii. The Student is moving to a residence hall;
 - iv. The Student is moving to a University apartment (must be lease holder or qualify as lease holder); or
 - v. The Student is seeking approval for Agreement release by the UND Housing and Residence Life Office due to a qualifying hardship or other compelling reason.
 - b. If the Student receives a release from this Agreement under a provision other than as set forth in Section (L)(1)(a), the Student will be assessed liquidated damage fees. Students who request a cancellation fee prior to receiving a room assignment will not be assessed a liquidated damage fee. If a cancellation request is received after student assignment is made, liquidated damage fees will be assessed according to the following schedule:

Date cancellation request received from student	Liquidated Damage Fees
Ten or more weeks prior to the occupancy date of the Agreement	\$200
Six to ten weeks prior to the occupancy date of the Agreement	\$400
Four to six weeks prior to the occupancy date of the Agreement	\$700
Two to four weeks prior to the occupancy date of the Agreement	\$1000
Less than two weeks prior to the occupancy date of the Agreement	No release, student is subject to the terms and conditions of this Agreement

2. All refunds for room payments for authorized cancellations 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).
3. 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 the University.

4. 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 at the University, the Student is liable for all applicable room charges.
5. If the Student violates University policies, rules, and regulations defined in Section S, 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 room charges under this Agreement.
6. 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.

M. LIABILITY

1. 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 Cost Damage book and in accordance with charges as determined by University Facilities Management.
2. 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.
3. The Student will not be liable for damages caused by acts of nature or for normal wear and tear.
4. 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.
5. 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 renter's insurance or to see if they are eligible for coverage under parent's homeowner's policy.**

N. INDEMNIFICATION

1. 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.

O. CONDITION OF ROOM

1. The Student agrees to properly clean his or her room/apartment common space 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.
2. 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.)
3. In accordance with Housing and Residence Life Policy as defined in the [Housing and Residence Life Policies](#), 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 the University.
4. 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.
5. The Student shall notify Housing and Residence Life Staff of damage or needed repairs in a timely manner via the established Work Order procedure as outlined in the [Housing and Residence Life Policies](#).

P. SERVICES BY UNIVERSITY

1. The University will not provide custodial services for the Student's living unit, but will keep community areas, community bathrooms, and halls clean and in good order. The Student, however, is responsible for his or her misuse of community areas. Students in apartment style housing are required to maintain bathrooms, kitchens and all other areas in their individual units
2. 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.

Q. PRIVACY OF STUDENT OCCUPIED ROOMS

1. 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 University will provide reasonable notice when possible. The Student agrees and acknowledges that in the absence of occupants, authorized University personnel may enter rooms:
 - a. For the purposes of fire, personal safety, routine inventory, maintenance, cleaning or repair; or
 - b. For health or safety inspections.
2. 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.

R. NONDISCRIMINATION

The University of North Dakota (UND) is committed to the principle of equal opportunity in education and employment. UND does not discriminate on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, genetic information, creed, marital status, veteran's status, political belief or affiliation or any other status protected by law. Pursuant to Title IX of the Education Amendments of 1972, UND does not discriminate on the basis of sex in its educational programs and activities, including employment and

admission. UND will promptly and equitably investigate reports of discrimination or harassment and take disciplinary action as appropriate.

Retaliation in any form against a person who reports discrimination or participates in the investigation of discrimination is strictly prohibited and will be grounds for separate disciplinary action.

The University's policy for complaints of discrimination and harassment is found at <https://und.policystat.com/?lt=nEb9f5IPhIT42yu4MIKV8w&next=/policy/5305340/latest/>.

The policy for complaints of sexual and gender-based misconduct is found at <https://und.policystat.com/?lt=nEb9f5IPhIT42yu4MIKV8w&next=/policy/5147073/latest/>.

Inquiries regarding UND's equal opportunity and nondiscrimination policies, including Title IX, Title VI, Title VII, ADA, and Section 504 may be addressed to Donna Smith, Director of Equal Opportunity & Title IX (Title IX & ADA Coordinator), 102 Twamley Hall, 264 Centennial Drive Stop 7097, Grand Forks, ND 58202-7097; telephone 701.777.4171; email UND.eo.titleIX@und.edu or donna.smith@UND.edu or visit the website at <http://UND.edu/affirmative-action/>. A complaint or concern regarding discrimination or harassment may also be sent to the Assistant Secretary for Civil Rights, Office for Civil Rights, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-1100; phone 800.421.3481; email OCR@ed.gov.

S. UNIVERSITY POLICIES, RULES, AND REGULATIONS

1. The Student agrees to abide by the policies and procedures as stated in the [Housing and Residence Life Policies](#). 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 the apartment style housing 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.

T. CORRESPONDENCE WITH UND HOUSING AND RESIDENCE LIFE OFFICE

1. You may contact the UND Housing and Residence Life Office by:
 - a. U.S. Mail: Housing Office
525 Stanford Rd., Stop 9029
Grand Forks, ND 58202-9029
 - b. E-mail: housing@UND.edu
 - c. Web: www.housing.UND.edu
 - d. Phone: (701) 777-4251
2. Please include your name and Student ID number on all correspondence.

U. GENERAL PROVISIONS

1. The Parties herein construe this Agreement under the laws of the State of North Dakota and perform obligations in Grand Forks County, North Dakota.
2. 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.
3. This agreement may be executed in multiple copies which are all part and parcel of the same agreement.
4. Changes in the printed matter of this Agreement must be approved in writing by the Director of Housing and Residence Life, 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.