

RESIDENCE HALL ROOM AND MEAL PLAN LICENSE AGREEMENT

2024 - 2025 ACADEMIC YEAR



UNIVERSITY OF NORTH DAKOTA
HOUSING & RESIDENCE LIFE 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 Residence Hall Room and Meal Plan License Agreement (“Agreement”) creates a license for a student (“Student”) to use campus housing and is not a lease. The relationship between the University of North Dakota (“University”) 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 offers to furnish room and meals as set forth in this Agreement.

This Agreement is issued for the 2024-2025 academic year. Students wanting housing during the Summer Session will need to enter into a separate agreement.

Once the Student has accepted this Agreement, the Student is expected to honor the Agreement for the balance of the academic year.

Please refer to section M regarding agreement release and termination. 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

1. The Student must be admitted to the University and enrolled as a Student in order to live in University housing.
2. The Student is expected to take the initiative in notifying the Director of Housing & Residence Life, or their designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.
3. All first-year students are required to live in a residence hall. For the 2024-2025 academic year, a first-year student is defined as a student who enrolls full-time (12 or more credit hours) at the University 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). The full [first-year policy](#) can be viewed on our website.
4. Students residing in campus housing must provide vaccination documentation per NDUS Policy 506.1. Please visit [Student Health Services](#) 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 residence hall, but does not guarantee assignment to a particular building, type of accommodation, specific room 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. See section G for the consolidation policy.
4. New students who have been admitted to the University, paid the [\\$200 non-refundable enrollment confirmation](#), have submitted a housing application, paid the \$60.00 non-refundable housing application fee, and agreed to the Residence Hall Room and Meal Plan License Agreement, are eligible for assignment as space is available.
5. Private rooms will be granted on the basis of availability and are subject to charges specified on the [rates](#) page.
6. Request for Disability Accommodation
 - a. Students in need of a disability accommodation, must reach out to [Accessibility for Students](#). All disability accommodations, including housing and academic/classroom accommodations are determined by Accessibility for Students.

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; sublicensing is not permitted.
3. The Student agrees that under no circumstances shall the Student:
 - a. Violate guest/visitation policies as outlined in the [Housing & Residence Hall Policies](#);
 - b. Allow pets, except fish, 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 residential facilities. Specific information regarding the University’s Policy regarding service animals or approved therapy/assistance animals may be obtained at [UNDPolicyStat](#); or

- 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.

F. ROOM CHANGES/HALL TRANSFERS

1. Students may request room changes, hall transfers, and room check-outs by contacting their hall or Housing & Residence Life Office staff. Requests for room change will be reviewed by the Housing & Residence Life Office and be evaluated in accordance with the room change process outlined in the [Housing & Residence Hall 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 Housing & Residence Life Office - usually 48 hours.
 - a. To vacate a floor, wing, room, apartment, building, or complex when extraneous circumstances require;
 - b. To control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic;
 - c. To provide necessary space to accommodate staffing needs;
 - d. To reassign to areas to accommodate the current gender mix;
 - e. To vacate an area for the purpose of major repairs or facility failures;
 - f. To temporarily close facilities during extended University break periods;
 - g. When unusual conditions occur affecting the health or safety of the Student or others;
 - h. To maximize space efficiently or to meet building occupancy requirements; or
 - i. As part of the Student Conduct process, or as needed to maintain order and an appropriate living-learning environment.
2. Housing & Residence Life reserves the right to consolidate any student with vacancy within all residence halls on campus. Students who find themselves in a room without a roommate, for whatever reason, may be offered the following options based on occupancy needs: move to another room to fill vacancy; accept/find a roommate who is also required to consolidate; or buyout the room at an additional rate for the length of one semester.

H. ROOM AND MEAL PLAN RATES

1. Final [2024-2025 rates](#) will be posted online when available. Room and meal plan rates for 2023-24 are currently available. Room rates do not include the Activity and Special Programs fee or the Housing Technology Fee.

I. TERM OF LICENSE AGREEMENT

1. This Agreement is for University Housing & Residence Life, and meals during the Standard Academic Year unless otherwise noted in this Agreement. For the purposes of this Agreement, the Standard Academic Year shall be defined as the period of time beginning at 8:00 a.m. on the Saturday immediately preceding the start of the fall semester classes and at 8:00 a.m. on the Sunday immediately preceding the start of the spring 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, no later than 7:00 p.m. on the Friday of finals without special approval.
2. 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 students officially participating in graduation exercises, the Standard Academic Year ends at noon on the Sunday immediately following graduation exercises.
3. 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 Director of Housing & Residence Life, or their designee, to terminate this Agreement.
4. 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 Director of Housing & Residence Life, or their designee.

J. PAYMENTS/CHARGES

1. The Student agrees to pay the established rate for room and meals as specified in [Room](#) and [Meal Plan](#) rates.
2. Payment is due according to the [guidelines](#) established by the University. 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 QuikPAY. Payments may be made by personal check (valid photo ID required) at One-Stop Student Services, Memorial Union, 302, during their hours of operation or by mail to One-Stop Student Services at 2901 University Ave., 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 the University 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 \$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.

5. Students are billed a non-refundable \$20.00 per semester Housing Technology Fee. The fee is used for, but not limited to, the purchase and maintenance of hardware, software, and other technology related services for the residence halls.
6. To contest charges arising from this Agreement, go to the [One-Stop Student Services](#) web page for information regarding student billing.
7. 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.
8. 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 & Residence Hall Policies](#), Academic Catalogue, and the NDUS Financial Obligation Agreement include the withholding of future registration privileges, 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.
9. 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 & Residence Life Staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond the Student's control.
10. If the Student fails to complete a proper check-out of their room/apartment, they 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.
11. 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. INTERSESSION HOUSING

1. Intersession housing is defined as the following periods during which classes are not offered:
 - a. Fall Intersession: Period of days between the end of Summer session and the date the residence halls open for academic year check-in;
 - b. 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
 - c. Winter Intersession: Period of days between the end of Fall semester and the date the residence halls open for Spring semester check-in.
2. Students desiring early arrival or extended stay housing during the fall, summer, and winter intersession periods may request to extend this Agreement for an additional daily fee. Requests will be made through Student's Housing Self Service.
3. **Students who maintain continuous occupancy and have met one of the following criteria may continue to access residence halls and their Anytime Access meal plans at no additional cost.**
 - a. For Fall Intersession, the Student must have a Residence Hall Agreement for summer term 2024.
 - b. For Winter Intersession, the Student must continue to reside in housing for the spring term 2025.
 - c. For Summer Intersession, the Student must have a Residence Hall Agreement for summer term 2025.
4. Students may be required to move to a different facility for intersession housing.
5. Students desiring housing during winter intersession will be asked to register online through Housing Self Service.
6. Students with a paid Anytime Access meal plan during fall, summer, and 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 [Housing & Residence Life](#) and [Dining Services](#) for information about hours of operation and services available during intersession periods.
7. Dining dollars cannot be used during intersession periods.
8. The terms and conditions of this Agreement will apply to students approved for intersession housing.

L. REFUNDS

1. 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).
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 first 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 2901 University Ave., Stop 7155, Grand Forks, ND 58202-7155, or call (701) 777-1234.

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

1. The Student may request a release from this Agreement for the academic year by submitting a written request to the Housing & Residence Life Office on or before August 1. Students entering into this agreement for occupancy beginning in spring term may request a release from this Agreement by submitting a written request to the Housing & Residence Life Office on or before December 1.
 - a. The Housing & 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 graduate at the close of the spring semester for academic year release or at the end of the fall semester for spring semester release;

- ii. 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;
 - iii. The Student will be married prior to the beginning of the applicable fall or spring semester;
 - iv. 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;
 - v. The Student is moving to a University apartment (must be lease holder or qualify as lease holder); or
 - vi. The Student is seeking approval for Agreement release by the Housing & Residence Life Office due to a qualifying hardship or other compelling reason that occurred after August 1 for the academic year/fall semester or after December 1 for spring semester.
- b. If the Student receives a release from this Agreement under a provision other than as set forth in Section (M)(1)(a), the Student will be assessed liquidated damage fees. Students who request a cancellation 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
Twenty or more weeks prior to the occupancy date of the Agreement	\$200
Ten to twenty weeks prior to the occupancy date of the Agreement	\$400
Six to ten weeks prior to the occupancy date of the Agreement	\$700
Two to six 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 and meal 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 and meal charges.
- 5. 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 and meal 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.

N. LIABILITY

- 1. The Student is liable for payment of any damages to University property in their room in accordance with charges as listed in the Residence Hall Cost Damage book and in accordance with charges as determined by Housing 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 on the date referenced on the statement.
- 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, water, windstorm, or other causes. **Students are encouraged to carry personal renters' insurance or to see if they are eligible for coverage under a parent's homeowner's policy.**

O. 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.

P. CONDITION OF ROOM & SUITE

- 1. The Student agrees to properly clean their 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.
- 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 & Residence Life Policy as outlined in the [Housing & Residence Hall Policies](#), the Student shall not make any modification or physical changes in room or suite, 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 & Residence Life Staff of damage or needed repairs in a timely manner via the established Work Order procedure as outlined in the [Housing & Residence Hall Policies](#).

Q. 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 their misuse of community areas.
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 reasonable control.

R. PRIVACY OF STUDENT OCCUPIED ROOMS

1. The privacy of student rooms in University housing will be respected by University personnel and vendors acting on behalf of the University. No room shall be entered without knocking, except in emergencies. The University will provide reasonable notice when possible prior to entering a student room. 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.

S. NONDISCRIMINATION

The University is committed to the principle of equal opportunity in education and employment. The University 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, the University does not discriminate on the basis of sex in its educational programs and activities, including employment and admission. The University 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 reports of discrimination and harassment is found at [UND PolicyStat](#).

The policy for reports of Title IX sexual misconduct is found at [UND PolicyStat](#). The policy for reports of sexual misconduct not governed by Title IX is found at [UND PolicyStat](#).

Inquiries regarding the University's equal opportunity and nondiscrimination policies, including Title IX, Title VI, Title VII, ADA, and Section 504 may be addressed to Donna Smith, Assistant Vice President for 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 [Equal Opportunity & Title IX](#). 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.

T. UNIVERSITY POLICIES, RULES, AND REGULATIONS

1. The Student agrees to abide by the policies and procedures as stated in the [Housing & Residence Hall Policies](#). The Student agrees to conduct themselves 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 their occupancy in student housing, they 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 their 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 information and agreements accepted by the Student.

U. CORRESPONDENCE WITH HOUSING & RESIDENCE LIFE

1. You may contact the Housing & Residence Life Office by:
 - a. U.S. Mail: Housing & Residence Life 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.

V. 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 & Residence Life, or designee.
5. 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

1. A meal plan is required of all students living in the residence halls except for Graduate, Transfer, and returning students residing in Swanson Hall. Meal plan contracts are non-transferable.
2. Meal plan information can be found at [Dining Services](#).
3. The 2024 Fall Contract period starts with brunch on Saturday, August 24, 2024, and ends with brunch on Sunday, December 22, 2024. The 2025 Spring Contract begins with brunch on Sunday, January 12, 2025, and ends with brunch on Sunday, May 18, 2025. Schedules of operation will be posted prior to dining centers closing for holiday weekends and break periods as defined herein.
4. Students are required to choose one of the anytime access plans. Additional information can be found at [Dining Services](#).
5. Meal Plan Changes: Dates for changes can be found at [Dining Services](#).
6. Identification: All students with a meal plan must utilize biometrics by scanning their fingerprint or present a machine-readable U-Card with an identifiable picture for dining center access.
7. Meals can be consumed within the dining center or by take-out during scheduled serving hours. Sack meals, sick trays, take-out and extended dinner carryout are limited to one meal swipe per breakfast, lunch, and dinner time periods. Additional information regarding the take-out service can be found at [Dining Services](#).
8. Students have the option of using their meal plan at University Avenue Pizza, 1883 Grill, and Dakota Deli located in the Memorial Union for a meal equivalency. This allows the plan holder to use one swipe per traditional meal period, i.e., lunch and dinner, during posted operating hours. Additional meals can be accessed in the Wilkerson Dining Center. Additional information regarding a meal equivalency can be found at www.dining.UND.edu.