

RESIDENCE HALL ROOM AND MEAL PLAN LICENSE AGREEMENT 2027 - 2028 ACADEMIC YEAR



Housing &
Residence Life
University of North Dakota.

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 or [Housing Self Service](#) executes this Agreement and implies acceptance on the part of the Student of all terms and conditions stated herein.

1) 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 2027-2028 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 or selected term. Please refer to section 16 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.

2) ELIGIBILITY REQUIREMENTS

- a) **Enrollment:** The Student must be admitted to and enrolled at the University to reside in University housing.
- b) **Credit Hour Requirement:** Residency is maintained if a Student's enrollment drops to part-time status. However, if an undergraduate Student drops below nine (9) credit hours or a graduate Student drops below six (6) credit hours, continued residency requires written approval from the Director of Housing & Residence Life. Disciplinary history may be considered in this decision. The Student is responsible for notifying Housing & Residence Life of any change in enrollment status.
- c) **First-Year Residency Requirement:** All first-year students are required to live in a residence hall. A first-year student is defined as any student enrolling full-time (12+ credits) within one year of high school graduation who has earned fewer than 24 transferable post-secondary credits. (Credits earned in high school, such as dual credit or AP, do not count toward this total). The complete policy is available on the Housing & Residence Life website.
- d) **Vaccination:** Students must provide vaccination documentation in accordance with NDUS Policy 506.1. Please contact Student Health Services (701.777.4500 or UND.studenthealth@UND.edu) for more information.

3) APPLICATIONS/ASSIGNMENTS

- a) **Assignments:** Room assignments are subject to space availability. While the University will attempt to honor roommate and hall preferences, no specific assignment is guaranteed.
- b) **Assignment Changes:** The University reserves the right to change or cancel assignments in the interest of order, health, safety, space utilization, or discipline. Appropriate written notice will be provided when reasonably possible.
- c) **Eligibility for Assignment:** To be eligible for a room assignment, new students must be admitted, have paid the \$200 non-refundable enrollment confirmation fee, submitted a housing application, paid the \$100 non-refundable housing application fee, and accepted this Agreement.
- d) **Private Rooms:** Private rooms are granted based on availability and are subject to additional charges as listed on the official rates page.
- e) **Failure to Self-Select:** If a Student does not select a room during the designated room selection period, an assignment will be made by Housing & Residence Life. The Student will be subject to the liquidated damages schedule if they later cancel (see Section N).
- f) **Disability Accommodations:** Students requiring accommodations for a disability must contact Student Disability Resources (701.777.2100 or UND.sdr@UND.edu), which is the sole office responsible for determining and approving all such accommodations.

4) PERMIT USE AND RESTRICTIONS

- a) **Personal Use Only:** The provided room is for the Student's personal use only. Subletting, transferring the assignment, or allowing another party to occupy the room is prohibited and may result in disciplinary action or termination of this Agreement.
- b) **Prohibited Actions:** The Student agrees not to:
 - i) Use the housing facility for any commercial business or promotional activities.

- ii) Keep pets in the facility (fish in a small tank are permitted). Service animals and approved assistance/therapy animals are not considered pets and are permitted in accordance with federal law and University policy.

5) GUEST AND VISITATION POLICY

- a) **Host Responsibility:** The Student is responsible for the conduct of their guest(s) at all times. Guests must comply with all University and residence hall policies. The Student may be held accountable through the student conduct process for the actions of their guests.
- b) **Roommate Consent:** The right to privacy and quiet enjoyment of a room supersedes the privilege of hosting guests. The Student must obtain consent from their roommate(s) before inviting a guest, particularly for an overnight stay.
- c) **Escort Policy:** Guests must be escorted by their student host at all times while in the residence hall. Guests may not be given keys, fobs, or student ID cards for access.
- d) **Overnight Guests:** Specific limitations on the number of consecutive nights and total nights per month for overnight guests are detailed in the Housing & Residence Hall Policies. Cohabitation is prohibited.

6) HEALTH AND SAFETY

- a) **Prohibited Items:** For the safety of all residents, the following are strictly prohibited in residence halls: firearms, weapons, explosives, fireworks, hazardous chemicals, open-flame devices (including candles and incense), and any appliance with an open heating element. A detailed list is available in the *Housing & Residence Hall Policies*.
- b) **Fire Safety:** The Student agrees not to tamper with or disable any fire safety equipment, including smoke detectors, fire alarms, sprinklers, and fire extinguishers. Obstructing hallways or exit routes is prohibited. Students must evacuate the building immediately upon hearing a fire alarm.
- c) **Compliance:** The Student agrees to comply with all health and safety inspections conducted by University staff.

7) TEMPORARY ACCOMMODATIONS

- a) Based on projected housing occupancy needs, the University reserves the right to implement temporary or overflow housing assignments. These options may include:
 - i) Assigning an additional student to a room;
 - ii) Assigning students to spaces available in other residence halls or University-controlled apartments;
 - iii) The use of off-campus facilities; or
 - iv) Other appropriate options.

8) ROOM CHANGES/HALL TRANSFERS

- a) 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.

9) 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 Housing & Residence Life Office - usually 48 hours.
 - i) To vacate a floor, wing, room, apartment, building, or complex when extraneous circumstances require;
 - ii) To control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic;
 - iii) To provide necessary space to accommodate staffing needs;
 - iv) To reassign to areas to accommodate the current gender mix;
 - v) To vacate an area for the purpose of major repairs or facility failures;
 - vi) To temporarily close facilities during extended University break periods;
 - vii) When unusual conditions occur affecting the health or safety of the Student or others;
 - viii) To maximize space efficiently or to meet building occupancy requirements; or
 - ix) As part of the Student Conduct process, or as needed to maintain order and an appropriate living-learning environment.
- b) 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. If a student does not meet the above requirements, they agree to only occupy their half of the room and the housing office reserves the right to assign a new student at any time.

10) Move-Out and Checkout Procedures

- a) **General Responsibility:** All residents must formally check out when their housing contract ends or upon withdrawal from the University. The living space must be returned to its original move-in condition, allowing for normal wear and tear.
- b) **Checkout Deadlines:** Move-out deadlines are published each semester.
 - i) **Withdrawal:** Students who withdraw or become ineligible for housing must vacate their room **within 72 hours** of receiving official notification.
 - ii) **End-of-Term:** Students must vacate their room **within 24 hours** of their last final exam, or by the official hall closing time, whichever comes first.
 - iii) Failure to meet these deadlines may result in a late checkout fee.

- c) **Detailed Policies:** The complete move-out procedures, including cleaning expectations, damage billing, and abandoned property policies, are published on the Housing & Residence Life website. All residents are responsible for knowing and following these procedures.

11) **ROOM AND MEAL PLAN RATES**

Final [2027-2028 rates](#) will be posted online when available. Room and meal plan rates for 2027-2028 are currently available. Room rates do not include the Activity and Special Programs fee or the Housing Technology Fee.

12) **TERM OF LICENSE AGREEMENT**

- a) 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.
- b) The term of occupancy shall be for the entire length of the Agreement or, if entered into after the start date of the Agreement term, for the balance thereof. For students officially participating in graduation exercises, the Standard Academic Year ends at noon on the Sunday immediately following graduation exercises.
- c) 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.
- d) Occupancy at times other than those specified within the Agreement length 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.

13) **PAYMENTS/CHARGES**

- a) The Student agrees to pay the established rate for room and meals as specified in [Room](#) and [Meal Plan](#) rates.
- b) 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 card), 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.
- c) **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.
- d) Students are billed a non-refundable semesterly [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.
- e) Students are billed a non-refundable semesterly [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.
- f) To contest charges arising from this Agreement, go to the [One-Stop Student Services](#) web page for information regarding student billing.
- g) 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.
- h) 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](#), the Academic Catalog, 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.
- i) 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.
 - i) 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.
 - ii) 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.

14) **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 and the date the residence halls open for academic year check-in;
 - ii) Spring 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; and
 - iii) Winter Intersession: Period of days between the end of Fall semester and the date the residence halls open for Spring semester check-in.
- b) Students desiring early arrival or extended stay housing during the fall, spring, or winter intersession periods may request to extend this Agreement for an additional daily fee. Requests will be made through Student's Housing Self Service.

- c) 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. (Meal plans that are not Anytime Access do not continue during intersession periods.)
 - i) For Fall Intersession, the Student must have a Residence Hall Agreement for summer term 2027.
 - ii) For Winter Intersession, the Student must continue to reside in housing for the spring term 2028.
 - iii) For Spring Intersession, the Student must have a Residence Hall Agreement for summer term 2028.
- d) Students may be required to move to a different facility for intersession housing.
- e) Students desiring housing during winter intersession will be asked to register online through Housing Self Service.
- f) Students with a paid Anytime Access meal plan during fall, spring, 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.
- g) Dining dollars cannot be used during intersession periods.
- h) The terms and conditions of this Agreement will apply to students approved for intersession housing.

15) 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 as credits on the Student's Campus Connection Account and are applied first to unpaid account balances (i.e., common damages, individual damages, and other University charges).
- d) 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.

16) AGREEMENT RELEASES AND 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.)

- a) **Request for Release:** A Student may request a release from this Agreement by submitting a written request to the Housing & Residence Life Office by August 1 (for the academic year) or December 1 (for the spring semester).
 - i) **Release Without Penalty:** A release will be granted without financial penalty only if the Student
 - (1) Graduates.
 - (2) Terminates enrollment at the University.
 - (3) Marries before the start of the semester.
 - (4) Has an academic assignment (e.g., internship, study abroad) more than 35 miles from campus.
 - (5) Moves into a University apartment as the leaseholder.
 - (6) Is approved for a release due to a significant hardship that occurred after the cancellation deadline.
 - ii) **Release With Liquidated Damages:** If a Student is released for reasons other than those listed above, or cancels after receiving a room assignment, they will be assessed liquidated damages 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

- b) **Failure to Occupy:** A Student who is enrolled but fails to check into their assigned room by 4:00 p.m. on the first day of classes is still liable for all room and meal charges for the semester.
- c) **Termination by University:** The University may terminate this Agreement for violations of policy or law. In such cases, the Student must vacate within 24 hours and will be liable for 50% of the remaining room and meal charges.
- d) 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.

17) LIABILITY

- a) 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.
- 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 on the date referenced on the statement.

- 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, 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/ guardian's homeowner's policy. UND has partnered with [GradGuard](#) as an option for students as they consider rental insurance options.**

18) 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.

19) CONDITION OF ROOM & SUITE/Common Space

- a) The Student agrees to properly clean their room/suite or 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.
- b) Painting of the room/unit or any portion thereof is prohibited. The hanging of articles in the room/unit 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 & Residence Life Policy as outlined in the e [Housing & Residence Hall Policies](#), the Student shall not make any modification or physical changes in room or unit, or attach fixtures such as showerheads, pictures, plaques, etc. to walls, doors, or ceilings, except as authorized by the 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 & 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](#). Failure to do so may result in charges to the student.

20) SERVICES BY UNIVERSITY

- a) 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. Students in University Place are required to maintain bathrooms, kitchens, and all other areas 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 reasonable control.

21) PRIVACY OF STUDENT OCCUPIED ROOMS

- a) 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:
 - i) For the purposes of fire, personal safety, routine inventory, maintenance, cleaning or repair; or
 - ii) 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.

22) NONDISCRIMINATION

- a) 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 (including shared ancestry/ethnicity), religion, sex, age, disability, sexual orientation, gender identity, pregnancy or pregnancy-related condition, genetic information, marital or parental status, veteran's status, political belief or affiliation,, 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, participates in the investigation of discrimination, or otherwise exercises any right or privilege secured by Title IX or related UND policy is strictly prohibited and will be grounds for separate disciplinary action.
- b) The University's policies and procedures for complaints of discrimination or harassment are found at:
 - i) Discrimination and Harassment Policy
 - ii) Sexual Misconduct Policy
 - iii) Title IX Sexual Misconduct Policy
- c) Concerns regarding UND's equal opportunity and nondiscrimination policies, including Title IX, Title VI, Title VII, ADA, and Section 504 may be addressed to:
 - i) Donna Smith
Assistant Vice President & Title IX/ADA Coordinator
Civil Rights & Title IX
Twamley Hall Room 401
264 Centennial Dr Stop 7097
Grand Forks, ND 58202-7097

P: 701.777.4171
UND.EO.TitleIX@UND.edu
donna.smith@UND.edu

d) A complaint or concern regarding discrimination or harassment may also be sent to the following or any other federal agency:

- i) Office for Civil Rights
U.S. Department of Education
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Phone: 303.844.5695
Fax: 303.844.4303
OCR@ed.gov

23) EMERGENCY CLOSURE AND RELOCATION

- a) In the event of an emergency, public health crisis, natural disaster, or other event that makes the continued operation of the residence halls impractical or unsafe, the University reserves the right to terminate this Agreement, temporarily close residence halls, or relocate residents to alternative housing. In such cases, the University will determine, at its sole discretion, whether any refunds or credits for housing and meal plan fees are appropriate, prorated based on the circumstances.

24) UNIVERSITY POLICIES, RULES, AND REGULATIONS

- a) 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 Housing & Residence Life office reserves the right to make adjustments to policies during the contract and will provide notification when changes are made. 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.

CORRESPONDENCE WITH HOUSING & RESIDENCE LIFE You may contact the Housing & Residence Life Office by:

- i) U.S. Mail: Housing & Residence Life Office
3 Strinden Rd., Stop 9029
Grand Forks, ND 58202-9029
E-mail: housing@UND.edu
Web: UND.edu/housing
Phone: (701) 777-4251

Please include your name and Student ID number on all correspondence.

25) 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 Director of Housing & Residence Life, or designee.
- e) The venue for any dispute arising under this Agreement shall be the Northeast Central Judicial District Court located in Grand Forks County, North Dakota.

26) DINING SERVICES

- a) A meal plan is required of all students living in the residence halls except for Graduate, Transfer, and returning students residing in Swanson Hall and University Place. Meal plan contracts are non-transferable.
- b) Meal plan information can be found at [Dining Services](#).
- c) The 2027 Fall Contract period starts with brunch on Saturday, August 21, 2027, and ends with brunch on Sunday, December 19, 2027. The 2028 Spring Contract begins with brunch on Sunday, January 9, 2028, and ends with brunch on Sunday, May 14, 2028. Schedules of operation will be posted prior to dining centers closing for holiday weekends and break periods as defined herein.
- d) Students are required to choose one of the anytime access plans. Additional information can be found at [Dining Services](#).
- e) Students not required to purchase a meal plan in Swanson and University Place have the option of purchasing from available [Non-Residence Hall Student Meal Plans](#).
- f) Meal Plan Changes: Dates for changes can be found at [Dining Services](#).
- g) Identification: All students with a meal plan must present a machine-readable U-Card with an identifiable picture for dining center access.
- h) 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](#).
- i) 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 [UND Dining](#).