

FOREWORD

The housing staff provides this listing of policies to assist you in understanding our environment and learning about policies that impact your life within University apartments. Each policy was developed with careful consideration and consultation with residents, applicants, and other parties as needed. We welcome your comments and have found your feedback very valuable. In a diverse community such as ours, we find communication to be a critical part of working and living together.

Please keep this on file with your lease as a reference and feel free to bring to our attention anything that may be in need of review.

Your apartment lease, the Code of Student Life, and the Apartment Newsletter also contain useful campus policy information.

Table of Contents

Contents

FOREWORD..... 1

Apartment Eligibility..... 5

EDUCATIONAL INTERNSHIP/CO-OP POLICY..... 6

ASSIGNMENT POLICY 7

ASSIGNMENT - FACULTY/STAFF PREFERENCE..... 9

CRITERIA: 9

CHECK-IN POLICY..... 11

TRANSFER POLICY..... 12

A. APPLICATION..... 12

B. ASSIGNMENT 12

C. CANCELLATION 12

LEASE ASSUMPTION POLICY..... 13

CONDITION OF PREMISES POLICY 14

NOTICE TO VACATE POLICY 15

HOUSING EDUCATIONAL LEAVE POLICY 16

CHECK OUT POLICY..... 17

PAYMENT POLICY 18

KEY ISSUANCE POLICY 19

PASSKEY ISSUANCE POLICY..... 20

A. LOCATION OF PASSKEYS..... 20

B. PASSKEY CHECKOUT PROCEDURE 20

C. PASSKEY OVERUSE 20

RIGHT OF ENTRY POLICY 21

REPAIR & MAINTENANCE POLICY 21

BUILDING EXTERIOR/OUTDOOR POLICIES..... 24

B. BIRD FEEDERS/BIRD HOUSES 24

C. OUTSIDE YOUR APARTMENT 24

D. RUMMAGE/YARD SALES..... 24

**E. FLAGS, SIGNS, POSTERS AND OTHER
MEDIA ITEMS 25**

SUMMER POLICIES	25
B. WADING POOLS.....	26
C. SKATEBOARD RAMPS.....	26
D. PLAYGROUNDS.....	26
E. BARBECUE GRILLS.....	27
F. PLANTING.....	27
G. WATER USAGE	27
H. OUTDOOR STORAGE	28
WINTER POLICIES	28
SAFETY & SECURITY POLICY.....	29
A. GENERAL SAFETY:.....	29
B. FIRE SAFETY.....	31
C. CHEMICAL/HAZARDOUS MATERIAL	
SAFETY-LEAD PAINT	31
D. STORAGE.....	33
E. WEAPONS.....	33
F. SEX OFFENDER INFORMATION	34
G. FIREWORKS.....	34
AUTOMOBILE & PARKING POLICY	34
INSECTICIDE SPRAYING.....	35
USE OF PREMISES POLICY.....	36
SOLICITATION & SALES POLICY.....	36
ABANDONED PROPERTY POLICY.....	38
PET POLICY	39
SMOKING & TOBACCO POLICY	40
SAGE, SWEETGRASS, AND CEDAR POLICY	40
WATERBED POLICY.....	40
CHILDCARE PROVIDERS POLICY.....	40
GUIDELINES FOR SUPERVISION OF CHILDREN	41
COMPLAINT AND VIOLATION POLICY.....	43
APPEAL POLICY	44
POLICY REVISION PROCEDURES	44
EQUAL OPPORTUNITY POLICY.....	45

Apartment Eligibility

To be eligible to reside in University apartments, the Occupants must meet one of the following criteria. The eligibility requirements set out here are for University Housing purposes only and do not apply to other University program requirements. Written permission from the University must be secured before any other person is allowed to reside in the apartment. All Occupants who meet the Leaseholder requirements must apply and sign their own Lease.

UND Student

1. Any undergraduate who has fulfilled the First Year Live-On Requirement or falls under the listed exemptions. Common exemptions are:

- Have more than 24 transferable, post-secondary, semester credits that have been earned following high school graduation or equivalent, or
- Have a spouse/partner and/or maintains custody or visitation rights for children or other dependents, or
- Receive any other exemption through the Housing & Residence Life Office.

Please note that the first-year, live-on requirement requires students to live in the residence halls until the Saturday before finals week of the Spring Semester. Students can complete the application at any time but you must meet the requirements or above mentioned exemptions before you can check-in to an on campus apartment.

Undergraduate student Leaseholders must enroll in, maintain, and complete at least nine (9) credit hours each semester.

2. Any student who is pursuing a graduate or professional degree. Graduate/professional student Leaseholders must enroll in, maintain, and complete at least six (6) credit hours each semester.

Student Leaseholders must maintain enrollment each semester until graduation or discontinued enrollment, but do not need to attend summer school if enrolled for the following fall semester.

Post-Doctoral Research Fellows, Certified Flight Instructors, Medical Residents, and Faculty/Staff/UND Affiliates

Written verification or proof of employment/affiliation must be provided prior to assignment and for each year of occupancy.

Non-Leaseholder Occupants

Non-leaseholder occupants must meet one of the following.

1. Spouse/partner.
2. Child or dependent of the primary Leaseholder or of the partner/spouse of the Leaseholder.

Occupancy standards for UND Apartments are:

1. A maximum of two residents for one-bedroom apartments.
2. A maximum of four for two-bedroom apartments.
3. A maximum of six residents for a three-bedroom apartment.
4. A maximum of eight residents in a four-bedroom apartment.

EDUCATIONAL INTERNSHIP/CO-OP POLICY

Students on an internship, co-op, or similar educational requirement would be permitted to maintain their apartment unit for up to one semester providing:

1. They will receive at least one credit hour per semester for their work.
2. Written confirmation of departmental approval is provided by their department chair or advisor.
3. The apartment must be occupied by the leaseholder's family or roommate(s)

APPLICATION POLICY

The following constitutes the University apartment application policy and procedures:

1. Both student and staff/faculty applicants must submit an online application on the appropriate form.
2. A non-refundable application fee must accompany the application.
3. Partial applications (i.e., no non-refundable application fee) will not be processed.
4. Applications will be considered complete only when all application materials are received by the Housing & Residence Life Office. Applicants must be eligible prior to an assignment being made.
5. Assignment priority is determined by the date of the receipt of the non-refundable application fee.
6. All changes on the application (apartment preferences, date housing is needed, etc.) must be made in writing to the Housing & Residence Life Office prior to receiving an assignment notification.
- 7- The applicant is responsible for updating in Campus Connection or notifying the Registrar's Office of any address change.

ASSIGNMENT POLICY

A. GENERAL ASSIGNMENT INFORMATION IS AS FOLLOWS:

1. Emergency housing program assignments will only be made to 1 and 2 bedroom apartments.
2. Tulane Townhomes will be prioritized for families.
3. **All changes on the application must be made in writing to the Housing & Residence Life Office prior to an assignment or notification of one.**
4. Notification of an assignment is emailed to **Applicants University email address.**
5. Assignment of an available unit is made to the first eligible applicant on the waiting list who has indicated a preference for that type of unit on their application.

6. **An eligible applicant** is one who meets eligibility requirements for the type of housing for which they applied. The date an apartment may be assigned or occupied will coincide with or be later than the requesting apartment date indicated on the application. An apartment may not be available by applicant's requested date.
7. Applicants are assigned to the first available apartment of those listed on the application. Assignment to the first apartment preference is utilized when more than one of the listed choices is available.
8. Applicants indicating a desire to accept the first available apartment will be assigned to any apartment, including those not listed as an apartment preference on the application.
9. Written cancellations received within the 10-day period result in the removal of the applicant's name from the waiting list.
10. Failure to accept or cancel an assignment as well as written cancellation or acceptance received after the 10-day period will result in the loss of an assignment and cancellation of the application.
11. Once an apartment has been accepted and the lease is signed, a written 60 notice, Notice to vacate, is required to cancel. Rent charges will accrue accordingly. If given a less than 60 day notice, liquidated damages fees will be assessed and charged based on the amount of notice given.
12. The lease, once signed, is binding. Failure to return the signed lease within the 7-day period will result in cancellation of the assigned apartment and removal of the applicant's name from the waiting list.
13. All assignments are made without regard to race, religion, sex, or national origin.
14. Twenty preferential housing assignments are available each year for students with special needs. Those students must meet criteria established through the Office of Trio Programs, Disability Support Services, or American Indian Student Services. (See Assignment - Emergency Housing.)
15. A limited number of apartments are available. Assignments are made as notices to vacate are received at the Housing & Residence Life Office.
16. Falsifying any information on the application and/or on any verification (such as marriage certificates, birth certificates, etc.) submitted in support of the application will result in the

cancellation of the application from the waiting list. Referrals may also be made to appropriate campus and/or legal authorities.

B. CANCELLATIONS

1. All written acceptance or cancellations must be received by the Housing & Residence Life Office within 7 days of the date on the assignment letter.
2. If an applicant declines an offer for an apartment that matches one of their listed preferences, their application will be canceled. However, if the offer is for an apartment not listed as a preference, the applicant will remain on the waitlist.
3. Failure to accept or cancel the assignment in writing by the deadline indicated in the assignment letter, will result in the loss of the assignment and cancellation of the application.
4. Once an apartment has been accepted and the lease is signed, a written 60 notice, Notice to vacate, is required to cancel. Rent charges will accrue accordingly. If given a less than 60 day notice, liquidated damages fees will be assessed and charged based on the amount of notice given.

ASSIGNMENT - FACULTY/STAFF PREFERENCE

1. Incoming faculty/staff must complete an application for University Faculty/Staff Housing or student housing through the Housing & Residence Life Office (See Application Policy). All applicants must submit a non-refundable application fee.
2. The applicant will be notified of the date an apartment will be available. Attempts will be made to assign applicants as close as possible to the desired date of occupancy listed on their applications
3. Students are given priority and will be assigned before Faculty/Staff.

ASSIGNMENT—EMERGENCY HOUSING

CRITERIA:

1. Applicants must meet eligibility requirements for student apartments. (See Eligibility Requirements - Student Housing).
2. A University apartment application must be submitted with the required non-refundable application fee or request for an exception through Housing.
3. Recommendations for housing assignments will be based on the nature of the students' emergency.
 - a. Preference will be given to out-of-town applicants.
 - b. Students encountering emergency circumstances, which directly affect their ability to remain in school or continue successful completion of academic work, will be considered.
 - c. The income or need of the applicant will be considered.
 - d. Married or single parents with disabilities who have children will be given high consideration.
4. Approved applicants will be assigned to the first available unit for which they are eligible.

CHECK-IN POLICY

The applicant must sign the lease and complete the appropriate information. Keys will be issued only to the leaseholder. The leaseholder's spouse, parent, roommate, or other persons may not obtain the keys to the assigned apartment, nor may these persons sign the lease for the applicant. The following procedure will be followed upon check-in:

1. The applicant must sign the lease in Housing Self Service before receiving the keys.
2. If dependents (i.e. commonly spouse or children) are residing in the apartment, it is requested to provide proof of relation prior to or at the time of check-in. This can include:
 - a. Marriage certificate
 - b. Birth certificate(s) for child(ren)
 - c. Other dependents types should be discussed through the Housing & Residence Life Office.
3. The apartment key(s) will be issued to the leaseholder as per the Key Issuance Policy.
4. An Inventory and Condition Form for the assigned apartment will be provided for the leaseholder. It is the responsibility of the leaseholder to review, verify, sign, and return the completed Inventory and Condition Form to the Housing & Residence Life Office within ten days of the date the lease is signed. Failure to return the Inventory and Condition Form indicates acceptance of the apartment in perfect condition.
5. A Resident Manager will attempt to contact each new resident within 10 days of check in.
6. The leaseholder is advised to secure his/her own insurance against personal liability or loss or damages to his/her personal belongings. The University of North Dakota assumes no liability except as specifically provided by law.
7. Students have the option of using GradGuard. A renters insurance company tailored to college students. More information can be found here: gradguard.com/renters/und

TRANSFER POLICY

Transfers to another apartment are permitted.

A. APPLICATION

1. An Apartment Transfer Application must be completed.
2. A non-refundable application fee must be submitted with the transfer request.
3. A transfer request will be considered by the receipt date of the transfer application fee.
4. Only residents in good standing (i.e. current with their rent) will be allowed to transfer.

B. ASSIGNMENT

1. Transfers will be assigned prior to applicants on the waiting list except for the time periods specified below. Due to the influx of new residents and trying to get people settled prior to the start of new semesters, transfers will not be allowed during the following time periods:

August 1st - August 31st

December 1st - January 15th

May 1st - June 15th

2. When accepting a transfer assignment, resident must send confirmation of acceptance.
3. Current residents will be given three days to move from one apartment to another.

C. CANCELLATION

1. If the transfer apartment confirmation is not received by the deadline date, the assignment will be cancelled along with the request for transfer.
2. The Apartment Transfer Application will be cancelled if a Notice to Vacate is submitted.

LEASE ASSUMPTION POLICY

The original leaseholder is the student who submitted the original application and was assigned to the apartment as a result of making that application.

- A. In the event a leaseholder with a spouse becomes ineligible for student housing, the lease may be assumed by the eligible spouse in the following manner:
 - 1. The leaseholder must report this information and submit a written lease transfer request to the Housing & Residence Life Office.
 - 2. The eligible spouse must sign a new lease in his/her name at the Housing & Residence Life Office.
 - 3. The new leaseholder must submit an application for housing.
 - 4. The apartment, all billing, and all information will become the responsibility of the new leaseholder.
 - 5. A family housing lease may be transferred only once between spouses.
 - 6. Only residents in good standing (i.e. current with their rent) will be allowed to transfer their lease.

- B. Before a roommate may assume the lease from the leaseholder, each of the following criteria must be met:
 - 1. The student requesting to assume the lease must be a roommate of the original leaseholder.
 - 2. This roommate must have been listed on the original (first) lease at the time that lease was originally signed.
 - 3. The original lease may only be assumed once.
 - 4. A Request for Authorization of Lease Transfer must be submitted. This is subject to approval of the Housing & Residence Life Office.
 - 5. Only residents in good standing (i.e. current with their rent) will be allowed to transfer their lease.

CONDITION OF PREMISES POLICY

The leaseholder accepts the indicated apartment in its present condition and agrees to keep the premises, including University furniture and furnishings, in good clean condition.

1. No alterations, additions, or deletions to the premises will be made without prior written approval from the Housing & Residence Life Office.
2. The leaseholder is responsible for the payment of all repair and cleaning charges made necessary by negligence or carelessness.
3. Repair and cleaning charges are billed to the leaseholder's University account.
4. University furniture and fixtures shall not be removed from the leased premises.
5. The University will not assume responsibility for personal property, including that which remains on the premises or in common areas after termination of the lease or which appears to be abandoned.
6. Personal property (renter's) insurance is advised. The University of North Dakota assumes no liability, except as specifically provided by law, against personal liability or loss or damages to personal belongings.
 - Students have the option of using GradGaurd. More information can be found on the Housing website.
7. Should a roommate move out, the remaining resident assumes responsibility of the condition the roommate left it in. For any exceptional damages left, reach out to the Apartments Resident Director for a resolution.

NOTICE TO VACATE POLICY

In accordance with the lease, residents of University student apartments must give a written 60-day notice to vacate.

The notice to vacate procedure for other student apartments is as follows:

1. The written notice must be submitted through the form on Housing Self Service.
2. A letter confirming the date the resident intends to vacate and instructions for cleaning and check out will be emailed to the leaseholder.
3. The leaseholder will be responsible for rent until the last day the leaseholder occupies the apartment.
4. The specific dates below indicate when residents who graduate or discontinue enrollment at the end of an academic term must give a written 60-day notice and vacate University housing.*

Discontinued Enrollment Date - End of Fall Semester

MUST VACATE BY - December 31

MUST GIVE NOTICE BY - November 1

Discontinued Enrollment Date - End of Spring Semester

MUST VACATE BY - May 31

MUST GIVE NOTICE BY - April 1

Discontinued Enrollment Date - End of Summer Session

MUST VACATE BY - August 14

MUST GIVE NOTICE BY - June 15

5. Residents who discontinue enrollment or become ineligible for their apartment during a semester must give a written 60-day notice to vacate on the date they are no longer eligible.

6. Failure to give 60-day notice before moving out or by the deadline indicated in #4 will result in a liquidated damage fee, all rent due, and any additional cleaning/repair charges.

*Requests for extensions may be considered for academic situations.

HOUSING EDUCATIONAL LEAVE POLICY

To accommodate students who must vacate University housing for an educational leave, the following policy has been established:

1. A leaseholder who moves as a result of a UND educational program is eligible to retain their established priority, provided a housing application and application fee are submitted prior to the leaseholder's checkout or date of withdrawal from UND, whichever occurs first.
2. The lease will be officially ended upon departure; however, the original housing application will remain active. The leaseholder (applicant) will retain their established priority number following proper application. The applicant will then be considered for reassignment for the date they indicate in their communication with housing staff.
3. The housing application will remain active for one academic year from the date of University apartment checkout. After one academic year has passed, assignments will be based on the most recent application fee receipt date.
4. The resident must submit a Notice to Vacate form before departing and is responsible for communicating their intended return to the Housing & Residence Life Office.

CHECK OUT POLICY

Each resident must furnish the Housing & Residence Life Office with a written notice to vacate, 60 days in advance of the date they wish to leave. The resident is responsible for a minimum of 60 days rent after notification of termination, or departure without notification (See Notice to Vacate Policy). The following checkout procedures have been established:

1. A letter confirming the date the resident intends to vacate and instructions for cleaning and check out is sent to the leaseholder.
2. Vacating residents may request to check out in-person with a staff member. Vacating residents must communicate with their RM or the Housing & Residence Life Office to schedule it.
3. Vacating residents not requesting an in-person check out may return their keys outside the Housing & Residence Life Office at any time in a drop-box in the envelope provided or during business hours at the front desk.
4. Each vacating resident is expected to leave the apartment clean and ready for the new occupant. Charges for damages and cleaning are assessed by comparison with the original Inventory and Condition Form. If this form is not on file, the leaseholder agrees that the apartment was in perfect condition upon check-in.
5. Checkout is complete only when all keys are returned to the UND apartment staff member and the condition of the apartment has been verified.
6. Hamline residents: Residents will need to communicate with Xcel energy to update their address and account information.
7. The leaseholder will be provided a completed copy of the Inventory and Condition Form and the Check-Out Sheet following the check-out, if checking out in person or if there are damages.
8. Any questions on damage assessments should be directed to the Housing & Residence Life Office (See Repair and Maintenance Policy).

PAYMENT POLICY

The University reserves the right to revise the rent and/or terms and conditions for any portion of the term remaining, subject to 60-day notice to the leaseholder. The following information applies to charges and payments assessed through the Housing & Residence Life Office:

1. All charges are billed to the leaseholder's University account and payable at Student Account Services, or through Campus Connection.
2. Rent is for the period specified in the lease.
3. Rent is payable on or before the first day of each month.
4. In addition to occupancy, rent includes all utilities listed on the lease.
5. Charges for damages, cleaning, and/or miscellaneous bills will be reflected on the leaseholder's University account.
6. Leaseholders will not be mailed a paper statement; therefore, leaseholders are responsible for reviewing their University account through the Campus Connection portal.
7. The leaseholder must make regular monthly rent payments. Payments can be made in person at UND One-Stop student services, or online through the Campus Connection portal. Online payment options are e-Check, or Credit/Debit Card.
8. Failure to make regular monthly payments as required by the lease may result in the immediate late fees, termination of the lease agreement, eviction proceedings, and require that the premises be vacated.

KEY ISSUANCE POLICY

Leaseholders are issued keys according to the following criteria:

1. Each apartment leaseholder will be issued apartment door keys as indicated below:
 - a. One key for each person listed on the lease, with a max of 2 for a studio, or 1-bedroom, 3 for a 2-bedroom or 3-bedroom, and 4 for a 4-bedroom
 - b. Any additional keys may be requested and purchased.
 - c. A key may NOT be issued to a child under 13. Parents are responsible for the child's key no matter the child's age.
 - The privilege of having additional keys for children is extended to assist the leaseholder's immediate family members, and it is not extended to provide supervision of neighboring children. Additional keys for children may be revoked if problems result from lack of supervision.
2. University keys may not be duplicated.
3. All keys remain the property of the University of North Dakota and must be returned to University apartment staff or the Housing & Residence Life Office at the time of checkout.
4. In the event a key is lost, the leaseholder's University account will be billed for changing the lock(s). New keys will be issued to the leaseholder.
5. Passkeys are available for residents who are locked out of their apartments and must returned to the Housing & Residence Life Office (See Pass Key Issuance Policy).

Some apartment buildings have exterior door keys. Carleton Court and Hamline square require this key to get into the building.

1. Residents may check out a passkey for the exterior door keys.
2. Exterior door keys are the responsibility of the leaseholder and may not be distributed to others for temporary use.
3. Replacement of a lost or broken exterior key will result in a fee.

PASSKEY ISSUANCE POLICY

The use of a passkey is a privilege extended to residents of University Apartments. Passkeys may only be issued to leaseholders or documented dependents.

A. LOCATION OF PASSKEYS

1. During business hours, passkey can be secured at the Housing & Residence Life Office.
2. After business hours, residents must call the RM on duty to receive a passkey.

B. PASSKEY CHECKOUT PROCEDURE

1. The resident must request use of a key.
2. The resident must sign the Key Receipt.
3. Identification will be requested (drivers' license, student ID, etc.). Office personnel will compare the signature with the original signature if no identification is available.
4. The resident must agree to return the key within the next 24 hours, or by the agreed upon time. The passkey must be returned by the agreed upon time. There is a charge for recoring the lock(s) if the key is not returned, or is not returned by the deadline.
5. The charge for a recore is \$50 per key needed to print.
 - a. If an apartment key is lost, all residents in that apartment will need a new key. For example, a resident in a two-bedroom unit with a roommate, who lost all their keys would be charged \$100 (\$50 per each roommate key).
 - b. Apartments will be charged a maximum of \$200 per recore.

C. PASSKEY OVERUSE

If overuse of this privilege occurs, as determined by a Housing administrator, the leaseholder will be notified of the abuse in writing. Overuse is generally described as checkout of the passkey more than six times during the calendar year. Passkey overuse will result in a fee.

RIGHT OF ENTRY POLICY

The University's authorized representatives may enter all University housing units with a passkey or master key in the following situations:

1. Emergency: When a suspected emergency exists (i.e., fire or broken water pipe).
2. Service: To complete needed or requested repairs, maintenance, inventory checks, pesticide spraying.*
3. Safety: To conduct safety inspections.*
4. Violations: When a violation of the apartment lease or University apartment policies is suspected.*

*Whenever possible, the University will attempt to give the leaseholder 24 hours prior notice before these apartment entries. Requested maintenance by residents will be considered prior notice.

University representatives and contractors will identify themselves before entering.

REPAIR & MAINTENANCE POLICY

The University agrees to maintain all University apartments. Routine maintenance and repairs will be completed during normal business hours.

- Residents may submit their own work orders through the system linked on the housing website. Residents may contact their RM for non-urgent maintenance requests.
- Emergency and Urgent repairs as determined by Facilities Management and/or Housing personnel will be completed as soon as possible. To request an emergency repair, Call the RM on Duty.
- The request for maintenance serves as authorization to enter the apartment and do requested work.
- It is the leaseholder's responsibility to replace all burned out light bulbs in their own apartment, excluding those which are part of University-owned appliances and the globe light fixtures.

The following maintenance and repair policy applies to University apartment residents:

1. Lawn - Facilities Management will maintain lawns in all areas.
2. Damage Repair Charges - Repairs, necessitated as a result of negligence or carelessness on the part of the leaseholder, the leaseholder's family, or guests, will be billed to the leaseholder's University account. Appeal of damage charges may be made to an administrator in the Housing & Residence Life Office (See Appeal Policy).
3. Outside Water Spigots – Residents' rent pays only for water used within the privacy of their apartments. Outside water spigots are to be used by Facilities Management only
4. Cable TV & Internet - The University is not responsible for the maintenance/repair of equipment, wiring, jacks, etc.

GROUNDS

Apartment complex grounds are maintained by University Facilities Management. In order to maintain pleasant surroundings in the apartment areas, appreciation for the trees, lawns, and shrubbery is important. Please ask your children not to climb the trees or play in planted areas. Charges will be assessed to residents who damage or destroy shrubbery, trees, grass, etc.

Preventative maintenance treatment is used on lawns, trees, and bushes. Residents will be notified of any chemical treatment applied to the grounds when possible. Information regarding the type of chemical used will be made available at the Housing & Residence Life Office.

Due to the difficulties with ground upkeep (i.e. mowing, spraying for dandelions and weeds, etc.) residents are not permitted to plant flowers or vegetables around their apartments. Self-contained planters are permitted if placed near your apartment, but must be easily movable in the event ground crew

personnel need to move it to mow, etc.

Feeding wild animals and fowl is prohibited.
(See also, Repair & Maintenance Policy)

Lithium Batteries/ PEV's

In accordance with University Policy, PEV's (Personal Electronic Vehicles) are prohibited in university apartments or buildings. This includes anything with a lithium battery. Motorized vehicles are not allowed on the grass or sidewalk areas of any of the complexes.

BUILDING EXTERIOR/OUTDOOR POLICIES

A. ANTENNAS/SATELLITE DISHES

Television cable hookup is provided in most apartments. Ham radio antennas are not to be attached to the outside of apartments or in areas around the apartment. Small satellite dishes may be placed only on balconies and patios which constitutes private rental space, but cannot be attached or installed to the façade or roof of the apartment building or in common areas. The Housing & Residence Life Office must be contacted before installing dishes. The leaseholder is liable for damage incurred by the installation of dishes.

B. BIRD FEEDERS/BIRD HOUSES

Bird feeders and birdhouses are not allowed in any of the apartment complexes.

C. OUTSIDE YOUR APARTMENT

Apartment residents are responsible for the upkeep and condition of the area directly adjacent to their apartment. All porches, balconies, patios, landings, hallways, and grounds are to be cleared, kept clean and orderly. Appliances, indoor furniture, food, cardboard boxes, carpet, mattresses, hazardous chemicals, trash, recyclables, shoes/personal belongings, and tools cannot be stored in these areas. Patios and balconies are not to be used for clothes drying. Children are not permitted to play on balconies, hallways, or landings.

Recognizing that it is impossible to outline in complete detail what is permissible to be placed outside the apartment, management retains complete discretion in this regard. Residents are not permitted to make additions or alterations to the structure. This includes adding hooks or nails to the exterior.

D. RUMMAGE/YARD SALES

Rummage/yard sales are not permitted in front of or around individual apartments. Residents interested in the sale of personal items may partake in one of the Apartment Rummage sales sponsored by the Housing & Residence Life Office. For more information on either of these options please contact the

Housing & Residence Life Office.

E. FLAGS, SIGNS, POSTERS AND OTHER MEDIA ITEMS

The display of flags, signs, posters, and other media items on the outside of apartment buildings or public facing through windows is prohibited except where provided for by state law.

F. Maintenance in Parking Lot

General projects such as car maintenance (including oil changes), woodworking, and similar activities are not permitted within your assigned parking space.

SUMMER POLICIES

A. AIR CONDITIONER INSTALLATION

Though not prohibited, the use of multiple private air conditioners is strongly discouraged due to energy conservation and the prevention of future power outages. The policy regarding air conditioner installation is as follows:

1. Request permission to install the air conditioner by completing an Appliance Registration Form.
2. Resident is responsible for installation of their air conditioner.
3. University personnel will **not** install air conditioners.
4. No electrical or window alterations will be permitted. The air conditioner must operate with 110 amp power or less.
5. Any filler must be painted cream or dark brown to compliment the color of the building. Additionally, residents are responsible for any damages for filler and other supporting materials.
6. All air conditioner installations must be inspected by UND staff.
7. Residents will be responsible for any personal or property damage resulting from air conditioner installation or use.

The use of tin foil on apartment windows to prevent the sun's rays from entering an apartment is prohibited. There is a potential that this could lead to broken glass. Instead, it is suggested that residents use a light darkening shade or curtain to block the sun's

rays.

B. WADING POOLS

The use of personally owned wading pools is allowed during the summer months. If you purchase a pool, please be aware of the following factors and select a small sized wading pool:

1. An adult must supervise the pool at all times.
2. The pool is to allow the kids (and adults) to have a small amount of water to cool off in (not a swimming area).
3. The pool must be emptied after each use.
4. The pool must be emptied/used on the sidewalk or parking lot.
5. Garden hoses are not permitted.
6. UND is not liable for injury, accident or damages for their use/misuse.

*(See Water Usage Policy)

C. SKATEBOARD RAMPS

Due to safety and liability concerns, skateboard ramps are prohibited.

D. PLAYGROUNDS

Long warm summer days bring about an increase in the number of children playing outdoors, and that means a greater responsibility for the parents of these children. Consequences for not abiding by these policies may include the temporary loss of playground privileges or being billed for broken or damaged equipment or items belonging to other people.

1. An adult must supervise children under 12 at all times.
2. Encourage children to share playground equipment by "taking turns."
3. Be aware of the "toys" your children may bring into the play area. Sticks, matches, glass, knives, or other weapons are not allowed.
4. Do not allow children to climb on trees, roofs, dumpsters, etc.
5. Report damaged equipment to your Resident Manager.
6. Threatening actions, fighting, name-calling, or inappropriate language is not acceptable playground behavior.
7. Teach your children that dumpsters, autos, roadways, and

parking lots are “**OFF LIMITS**” as play areas.

8. Be aware of the noise levels that your children or his/her playgroup are producing. Remember that others are trying to relax, study, or sleep.
9. Rocks, mud, clay, or sand should not be thrown.

E. **BARBECUE GRILLS**

The use of barbecue grills in the apartment community requires special attention. A few precautions can prevent a happy cookout from turning into a disaster:

1. All barbecue grills **must** be attended by an adult at all times when there are hot coals.
2. As a courteous barbequer, please take note of where the smoke from your grill is going and shift positions as needed.
3. Always barbecue a safe distance away from a building or vehicle.
4. When you are done cooking, you should douse the coals with water completely so there are no coals left burning. **DO NOT THROW HOT COALS ON THE GROUND OR IN A GARBAGE DUMPSTER.**
5. NEVER leave lighter fluid unattended where children can reach it. Use only those lighter fluids specifically designed for barbecues.
6. Gas grills may not be stored indoors.

F. **PLANTING**

Due to the difficulties with ground upkeep (i.e. mowing, spraying for dandelions and weeds, etc.) residents are not permitted to plant flowers or vegetables around their apartments. Self-contained planters are permitted if placed near your apartment, but must be easily movable in the event ground crew personnel need to move it to mow, etc.

G. **WATER USAGE**

Residents pay only for water used within the privacy of their apartments. No additional amount of water for car washing, yard watering, etc., has been figured into the budget, nor

included in the rent. Outside spigots are to be used by Facilities Management only.

H. OUTDOOR STORAGE

Patio/Outside Apartment Areas (3725 University Avenue & Townhouses): The area right outside of your apartment (i.e. patio, balcony, etc.) is not to be used as storage areas. The only items that are permitted are seasonal items such as *patio chairs, flower box, bicycles, etc.* All other items must be stored within your apartment. Residents will be asked to remove any items that are deemed inappropriate such as, but not limited to, *tires, tables, desks, garbage, boxes, Rubbermaid containers, car batteries, etc.*

I. Hamline Garage Storage

Items should not be stored in the Hamline garage. This includes cleaning supplies, tires, extra furniture, etc. Any stored items found in the garage will be treated as abandoned property.

WINTER POLICIES

A. SNOW REMOVAL

The University will remove snow from all University streets and sidewalks. Tulane Only- Each leaseholder is responsible for the removal of snow from around their apartment doors and on sidewalks leading toward the main sidewalk.

B. HEATERS

Space heaters are not permitted in apartments.

C. WINDOWS

Windows must remain closed when temperatures drop below freezing and/or the wind chill is below freezing temperatures. Open windows lead to freezing pipes and potential water damage. Any window found open would be and considered an emergency situation, allowing housing staff to enter the apartment to close the window. Exceptions may be requested through Housing staff.

D. ICE/SNOW BUILDUP

The nature of the apartment parking lots and regional winter weather can lead to ice build-up and slippery conditions outside. The university will do its best to take preventative measures and salt/sand the areas.

It is the responsibility of the residents to be cautious and report any injuries to the resident managers.

E. APARTMENT HEATING

Work orders for apartment heat being too cold or hot will only be considered in need of a repair if the temperature is reading below 62 F or above 82 F.

SAFETY & SECURITY POLICY

The University of North Dakota assumes no liability except as specifically provided by law. Leaseholders are advised to secure their own insurance against personal liability, loss or damages to their personal belongings, i.e., electric cords, bicycles, etc. University housing administrators have the safety of residents as an ongoing concern and have developed the following policies with safety and security in mind.

A. GENERAL SAFETY:

1. Playground activities shall be supervised by and be the sole responsibility of the parents of children occupying University apartments.
2. Walkways, hallways, stairs, stairwells, sidewalks, and other common areas in and around apartments or buildings must be kept free of bicycles, decor, rugs, garbage, shoes, and other objects.
3. Bicycles and other items are not permitted to be stored near or chained to light poles, stairwells or similar objects. These items, if improperly stored, will be removed at the owner's expense.

4. Recreational vehicles (campers, trailers, boats, etc.) must be stored off University property.
5. Children are not permitted to play in public hallways or common areas.
6. Used motor oil, antifreeze, turpentine or oil base paint may not be disposed of on the ground or in University dumpsters.
 - a. Used motor oil may be taken to 724 N. 47th St. and deposited into a container marked "used oil recycling" at the Public Works Building. Oil filters should be drained and placed in the filter box. Place in the container marked "oil filters" at the Public Works Facility. Call the Grand Forks Public Works (746-2570) to arrange for disposal of other hazardous substances.
7. Household cleaning supply containers should be emptied and disposed of with other trash in a University dumpster.
8. Do not dispose of any prescription drugs in University dumpsters. Unused prescriptions may be returned to UPD. Medical waste - needles, syringes, or lancets need to be placed in a strong plastic container with a screw-on cap. They can be disposed of at the outdoor container at the Grand Forks Withdrawal Management Center (GFWMC) at 207 S. 4th Street. The site accepts sharps containers up to five quarts in size for individual disposal.
9. Specific designated storm shelter information will be sent in the Apartment Newsletter during the Summer.
10. Residents are expected to report any obvious safety or health hazards.
11. Mold/Mildew: Mold occurs naturally in the environment and there currently exists no federal or state standards for permissible levels of mold. Residents are required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Residents are required to notify the Housing & Residence Life Office promptly within 24 hours about the existence of water leakage or overflow in or about the premises.
12. Residents agree to respect the rights of other residents and to conduct themselves in a manner conducive to a harmonious living environment. Domestic abuse against a spouse, child, or guest will not be tolerated. Termination of the housing lease will be pursued if a resident demonstrates an inability to abide

by the requirements of group living.

B. FIRE SAFETY

1. Leaseholders shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Grand Forks Fire Department.
2. The University assumes no responsibility for losses due to fire.
3. The University agrees to install and maintain smoke detectors in each sleeping room. It is the leaseholder's responsibility to check the indicator light periodically to ensure it is functioning. The University will test all smoke detectors and fire alarms twice a year.
4. No rubber or foam back carpet is permitted because of the toxic fumes given off by these substances during a fire.
5. When the fire alarm sounds, residents are expected to evacuate the building. Those who do not evacuate are subject to arrest by the Grand Forks Fire Department personnel.
6. **Per Grand Forks City Code:** No person shall tamper with, attempt to tamper with, molest, damage, cover, move, or otherwise disturb a smoke or product-of-combustion detector. This includes removal of batteries. Any person tampering with a detector shall be fined for each offense. A separate offense shall be deemed committed on each day during which a violation occurs.

C. CHEMICAL/HAZARDOUS MATERIAL SAFETY-LEAD PAINT

1. According to the Centers for Disease Control, lead poisoning is the leading environmental health risk. Lead accumulation in a person's system may lead to fatigue, sudden behavioral change, abdominal pain, anorexia, chronic headaches, joint aches, depression, anemia, impotence, and severe fetal damage in unborn infants.
2. Buildings, primarily those that were constructed or painted prior to the early 1980's, may contain lead-based paint. Because common sources of lead exposure include ingestion (lead paint) or inhalation (lead-containing dust), it is important to identify all areas that contain lead paint. Lead paint must be encapsulated or removed by qualified persons.
3. The following places should also be inspected for lead paint:

- a. Areas where young children or pregnant women are present.
 - b. Areas of flaking or deteriorating paint.
 - c. Areas that were built or painted prior to the early 1980's. (Lead testing is particularly important before beginning renovation on older buildings.)
4. Lead-based paint issues at the University are normally handled by the Facilities Department, phone 777-2591. The Occupational Safety and Environmental Health Office serves as a resource for Facilities Management's Lead-based Paint Teams.
 5. *University Apartments*: Under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, all University apartment leaseholders in pre-1978 housing must be warned of lead-based paint and lead-based paint hazards.

Exceptions:

- a. Renewal of leases where all information has been disclosed previously and where the University has acquired no new information.
 - b. Leases of apartments which have been inspected and found to be free of lead-based paint and lead-based paint hazards.
 - c. Residence halls, fraternity houses, and sorority houses are exempt from the Residential Lead-Based Paint Hazard Reduction Act.
6. Before a leaseholder becomes obligated under any lease, the University must disclose certain information to the leaseholder. The following information is provided to each leaseholder of a University apartment that falls under the requirements of the Lead-Based Paint Hazard Reduction Act:
 - a. An EPA-approved information pamphlet on identifying and controlling lead-based paint hazards.
 - b. Any known information concerning lead-based paint or lead-based paint hazards. The University must disclose information such as the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
 - c. Any records and reports on lead-based paint specific to the leased unit, which are available to the University.

- d. An attachment to the lease, which includes a Lead Warning Statement and confirms that the University has complied with all notification requirements for landlords. A University Housing representative and the leaseholder must sign and date the attachment.
7. The University maintains copies of all disclosure forms signed by the leaseholders.

D. STORAGE

1. Storage of the following is **not** allowed:
 - a. Explosives or blasting agents.
 - b. Flammable or combustible liquids.
 - c. Flammable or combustible chemicals.
 - d. Flammable liquid or combustible material powered equipment.
 - e. Containers which once contained flammable liquids unless certified free of explosive vapors by the Safety and Environmental Health Office.
 - f. Contraband, illegal substances, or any other item that would contravene any laws.
 - g. No combustible materials can be stored in equipment rooms, attic areas, or similar spaces.
 - h. No items that are determined by the University Safety and Environmental Health Office to be of a danger to life and property.
 - i. Garbage is to be promptly disposed of in the appropriate dumpster and may not be stored in or around a University apartment.
2. Storage in buildings shall be orderly, shall be more than 2 feet from the ceiling, and shall be so located as not to endanger exiting from the storage room or building.

E. WEAPONS

In accordance with NDCC 12.1-01-04(6)(10), and 62.1-01 the possession, storage or use of weapons i.e. shotguns, rifles, pistols, paint ball guns, explosives, switchblade knives, or fixed blade knives with a blade length of five inches or greater, or any other such offensive weapons, are prohibited on the property of the University of North Dakota. This policy shall apply to all faculty, staff and students of UND and to all visitors and/or

residents of the campus, on property of the University. Thus, the possession of weapons, or the unreported knowledge of such items, on the University's premises or during University programs, on or off campus, is considered a serious offense subject to disciplinary actions.

The University of North Dakota Police Department offers to all students, free, secure storage for weapons. For information contact the Department at 777-3491. Access to this service is provided 24/7, year around.

University policy does not apply to authorized law enforcement officials in the lawful discharge of their duties. Temporary exemption may be granted with advance written permission, by the University's Chief of Police or authorized designee for job related, educational or demonstration purposes. Concealed weapons permits are not valid on the property of the University of North Dakota or at sanctioned events.

F. SEX OFFENDER INFORMATION

North Dakota has a sex offender registration law that requires persons convicted of sex crimes register with local police departments. You can access this information at the following website: <http://www.sexoffender.nd.gov/>.

G. FIREWORKS

Fireworks are prohibited within Grand Forks city limits including the University Apartment Community.

AUTOMOBILE & PARKING POLICY

Parking regulations are enforced by UND Parking services and UND police.

1. Automobiles shall be parked only in the areas provided for that purpose.

2. Speed limit on area streets shall not exceed 15 MPH unless otherwise posted.
3. All vehicles must be registered with the UND Parking Office. This includes the purchase of the UND annual parking permit.
4. Apartment Residents should purchase the HAPT parking pass, which is valid for only the apartment lots.
5. In general, one assigned parking space is provided for each apartment. Unassigned spaces may be used for residents' extra vehicles, provided that the extra vehicle also has its own HAPT permit.
6. Parking at the University of North Dakota is for motorized vehicles only. All other equipment campers, boats, trailers, etc. must be stored off campus. **All unauthorized equipment will be removed at the owner's expense.**
7. It is the responsibility of the resident to instruct guests to park in visitor zones. the UND Parking Office or look at parking maps posted online for additional information.
8. Visitor parking is reserved for guests **only**. Due to the limited number of spaces available to serve the large number of apartments, residents will be issued tickets for parking in these spaces.
 - a. Guests that have an A/S or any other UND parking pass are not allowed to park in Visitor spots.
9. One head bolt heater outlet is provided for most apartments. Head bolt heater outlets are tested each fall to ensure they are in working order.
10. Motorized vehicles may NOT be driven or parked on the sidewalks or grass.
11. If Parking Services notices an inoperable or abandoned vehicle, a warning citation will be issued. If no contact is made a citation will be issued and after 36 hours vehicle may be towed at owners expense.
12. All UND Parking Policy* must be obeyed.

For more information, see parking policy [here](#).

INSECTICIDE SPRAYING

Residents having a particular problem with a certain type of insect should report the problem to their Resident Manager or the Housing & Residence Life Office.

Mandatory:

Mandatory spraying in a building, floor, or area may be

necessary on occasion when a particular problem with insects exists. Cockroaches, for example, are scavengers and are capable of transmitting diseases such as dysentery, typhoid fever, and cholera. When a problem exists with such pests, it may be necessary to spray every apartment in the area or the roaches may migrate to the un-sprayed apartment. The University will give 24-hour notice to residents when mandatory spraying is necessary. Mandatory spraying requires that each resident remove all belongings as indicated below:

1. Remove all items from the kitchen cupboards.
2. Remove all items from under counters.
3. Remove all items from under the kitchen and bathroom sinks.
4. Remove all clothing from closets (upon request only).
5. Follow all instructions on preparation document sent before spraying.

USE OF PREMISES POLICY

1. The apartment is rented as student housing and may not be used for any commercial purpose whatsoever.*
2. The display of flags, signs, posters, and other media items on the outside of apartment buildings, doors, University lawns, hallways, laundry areas, and common areas (other than bulletin boards) are prohibited except where provided for by state law.

SOLICITATION & SALES POLICY

University apartments are rented as student housing and may not be used for any commercial purpose except those listed within this policy. A commercial business is classified as any of the following:

1. A showplace or advertising headquarters for a product.
2. A place for producing a product.
3. A storage area for a product to be sold.

Solicitation is prohibited in the apartments. Permission for advertising posters may be requested through the Housing and Residence Life Office.

For more information, see university policy in the Student Code of conduct [here](#).

ABANDONED PROPERTY POLICY

The following procedure will be used when the owner of a specific property is unknown:

1. A University apartment staff member will complete an abandoned property storage tag listing the exact information about the items including color, make, model, location, and serial number (if available). This tag will then be attached to the item in question.
2. A message will then be sent to the residents residing in the area where the item is located. This message will include the description of the item and its location.
3. A deadline of seven calendar days from the date the message is expected to be delivered will be established for the removal of the item. If the message is being distributed at a time when school is not in session or vacation is anticipated, extra time will be allowed for the removal of the item. When a safety hazard is apparent, the item may be removed to a proper storage area or disposed of immediately.
4. Property in mailbox, outdoor, or indoor common areas will be given 48 hours to be claimed or removed before following the abandoned property guidelines.
5. If the item is not removed by the deadline date, the item will be disposed of according to North Dakota State Law and University policy.

PET POLICY

No pets*, including but not limited to cats, dogs, mice, gerbils, guinea pigs, ferrets, newts, turtles and reptiles, are permitted within University apartment units, buildings, or on the grounds. No visiting pets are allowed. This prohibition includes pets brought on the premises by a resident's guests and pets to be cared for by a resident on a temporary basis. Residents are responsible for ensuring that their guests are aware of and follow this policy.

*Fish in aquariums are the only permitted animals. Aquariums are limited to a total of 15 gallons per apartment

Emotional support animals may not be on UND property until Student Disability Resources has approved the accommodation. To apply for this accommodation, fill out the accommodation request form on their [website](#).

If approved:

- Disability resources will communicate with housing.
- Animals must be vaccinated and registered with the city of Grand Forks- proof must be submitted on Housing Self Service.
- The resident is responsible for providing all necessary documentation to housing before allowing the animal in the apartment.

*Contact the Housing & Residence Life office for more information.

Fines – A fine may be assessed to a leaseholder who is in violation of the pet policy. All fines will be billed to the leaseholder's UND account with written notice given to the leaseholder.

Enforcement – Violation of any Apartment Housing Policy can result in immediate termination of the lease. In general, a first time pet violation will be assessed a fine, be placed on housing probation, and will be expected to remove the animal immediately. A second violation will result in termination of the apartment lease.

For more information, see UND's Animals on campus policy [here](#).

SMOKING & TOBACCO POLICY

The University of North Dakota is a tobacco-free campus. The use of tobacco is prohibited within the University apartments and on University owned property surrounding UND Housing units. This policy applies to all faculty, staff, students, vendors and visitors.

Tobacco use includes the possession of any lighted tobacco product, or the use of any oral tobacco product.

Smoking is allowed on public property away from any UND building. Public property includes University Ave sidewalks, Stanford road sidewalks, and 6th Ave sidewalks.

For additional details see university policy [Here](#).

ALCOHOL POLICY

Alcohol is allowed in UND apartments for those of legal age. Alcohol or overconsumption is prohibited in public spaces including entries, hallways, parking lots, and balconies.

For additional details see university policy [here](#).

SAGE, SWEETGRASS, AND CEDAR POLICY

Please reference University policy [here](#).

WATERBED POLICY

Waterbeds are prohibited in all University apartments.

CHILDCARE PROVIDERS POLICY

Residents of University housing are permitted to operate home-based childcare within the leased premises, providing they are licensed providers. A license for a family childcare home is required if early childhood services are provided for three or more children ages twenty- four months and under, or more than five children at any one time.

1. Residents are considered to be operating a business and must

be licensed when one or more of the following pertain:

- a. Childcare is provided three days per week or more.
 - b. Childcare is provided four hours or more per day.
 - c. Children are served meals (including sack lunches prepared by a parent).
2. All caregivers must operate in accordance with Grand Forks City Ordinances, North Dakota State Law, and the provisions required for licensed childcare providers. Licensing is through the Grand Forks County Social Services Office.
 3. Persons providing childcare in the apartment of a resident must comply with the licensing regulations outlined in this policy.
 4. All licensed childcare providers must register with the Housing & Residence Life Office.
 5. Persons managing or participating in babysitting co-ops within University housing must be licensed childcare providers, when the childcare provided is as previously outlined. Co-op managers/secretaries must register with the Housing & Residence Life Office.

GUIDELINES FOR SUPERVISION OF CHILDREN

The ultimate responsibility for the safety, care, well-being, and behavior of dependent children remains with the parent or caregiver, whether or not they are present to personally supervise them.

The age of the child is not the only factor that parents should consider when determining if children may be left alone. Other factors include the maturity of the child, emotional health factors, the child's physical or mental limitations, length of time left alone, time of day or night, other children present to be supervised, location and environmental conditions, frequency of being left alone, and the accessibility of a parent or other responsible adult.

See guidelines for supervision of children as established by the North Dakota Department of Human Services here:

Home Alone [brochure](#) from Health and Human Services North Dakota

For additional information on [child care licensing and regulations](#) in North Dakota, you can visit the Early Childhood Services section.

All children left home alone must be able to demonstrate knowledge of emergency procedures, where parents or other responsible adults are, how to reach them, and length of time of absence. Children should also know emergency procedures and arrangements for emergency situations.

COMPLAINT AND VIOLATION POLICY

The leaseholder is responsible for excessive noise or disturbances that interfere with the rights, comforts, or convenience of other persons whether caused by leaseholders, their spouse, children, guests, or roommates. The leaseholder is also responsible for all other policy or lease violations that occur.

A written complaint may be submitted to either the Resident Manager or the Housing & Residence Life Office. Such a complaint should include specifics about the problem (date, time, persons, problem, and respectful video or images as necessary) and must be signed by the complainant. Upon receipt of the complaint, a University apartment administrator will determine the action to be taken.

Anyone may submit a complaint concerning alleged lease or policy violations. Complaints, lease and policy violations are handled by University apartment staff members but may be referred to the conduct process. Apartment staff members encourage residents to deal directly with one another on complaints whenever possible. In the event that this communication is not effective, mediation with the resident manager or apartments resident director will follow.

Appeal of any decision or action may be made to the Associate Director of Residence Life or the Director of Residence Life.

The behavior of all apartment occupants (leaseholders, residents, and guests) who are UND students is subject to the expectations laid forth in the Code of Student Life (und.edu/student-life/code-of-student-life.html). Student conduct complaints may be referred to a student conduct process. For additional information on reporting and procedures per the Code, visit und.edu/student-life/cscn.

APPEAL POLICY

The following procedure is applicable for appeal of decisions made by University apartment staff with regard to lease violations:

1. All appeals must be made in writing and must specifically state the complete reasons for appeal.
2. Appeals must be submitted to the Housing & Residence Life Office within seven (7) calendar days of the date the notification is communicated.
3. The following constitutes the appeal routing for lease disputes and violations:
 - a. Staff decisions may be appealed to an Associate Director of Housing.
 - b. Final appeals will be heard by the Director of Residence Services.
4. Pet fines cannot be appealed.

Appeals will be reviewed by the administrators indicated in this policy and/or their designate.

POLICY REVISION PROCEDURES

When any University Apartment Policy is scheduled to be revised, these procedures shall be followed:

1. Resident input will generally be solicited prior to policy revision.
2. The new policy must be delivered to all current residents and all waiting list applicants 60 days prior to the effective date of change.
3. A copy of the new policy shall be distributed to all new applicants until the UND Apartment Policy Book has been revised.

EQUAL OPPORTUNITY POLICY

It is the policy of the University of North Dakota that there shall be no discrimination against persons because of race, religion, color, sex, national origin, age or handicap and that equal opportunity and access to facilities shall be available to all. This policy is the guiding principle of the Housing & Residence Life Office and is applicable in all policies and procedures, throughout University housing.

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