



## Apartment-Style Housing License Agreement 2025-2026

**THIS IS A BINDING LEGAL DOCUMENT – PLEASE READ IT CAREFULLY.**

**Important Notice: Submission and acceptance through Campus Connection>Apply Online executes this License Agreement and implies acceptance on the part of the Student of all term and considerations stated herein.**

### **A. LICENSE**

The North Dakota State College of Science (hereinafter referred to as “College”) provides townhome and apartment style housing (hereinafter referred to as “Residence”) in consideration for payment of the rate in effect at the time of occupancy. The Apartment-Style Housing License Agreement (hereinafter referred to as “Agreement”) creates a license for the Student to use College housing subject to the terms and conditions of this Agreement and College regulations/policies. Fulfillment of this Agreement is contingent upon proper acceptance and the availability of space within College apartment style housing. The written terms of this Agreement supersede all previous agreements as well as any verbal statements, telephone conversations, emails, or other communications made concerning this Agreement.

### **B. LENGTH OF AGREEMENT**

This Agreement is not based on a specific timeframe. It is continual until a 30 (thirty) day written notice to vacate is provided by the Student.

Requests for exceptions, alterations, or changes to the terms of this Agreement or the ensuing room assignment must be submitted in writing to [ndscs.residencelife@ndscs.edu](mailto:ndscs.residencelife@ndscs.edu) by the Student accepting this Agreement.

### **C. RATES**

1. Housing and dining rates are available online at [www.ndscs.edu/paying-college/costs-ndscs-know-you-owe](http://www.ndscs.edu/paying-college/costs-ndscs-know-you-owe). A Student enrolled in academic programs that require them to be off campus for any portion of the semester are not eligible for rental credits during their time away.
2. Student is responsible for rental rate charges for each day they occupy or hold keys to the Residence.

### **D. ELIGIBILITY & OCCUPANCY REQUIREMENTS**

1. Student must meet the following eligibility requirements:
  - a) Student must be enrolled in a minimum of 6 (six) credits each semester. Student is not required to be enrolled in summer session to remain in Residence, but Student must be enrolled for the upcoming fall semester.
  - b) Student who is married, shares custody of a child, or is co-parenting with another individual, must submit a copy of their marriage certificate or child’s birth certificate(s) with application.
  - c) Student is 21 years of age at time of occupancy.
    - i. Students who are married, have custody of a child, or are 21 years of age or older are given priority in the assignment process.
  - d) Student has lived in a college/university residence hall for a minimum of two semesters.
  - e) Student has completed a minimum of 24 (twenty-four) credits of college level course work. Dual credit/early entry courses credits completed in high school are not considered when determining eligibility.
  - f) Student is required to notify the Department of Residential Life (hereinafter referred to as “Department”) of any changes in enrollment status, credit load, or other circumstances that may affect eligibility.

- g) Student's account must be in good standing. The College reserves the right to cancel the assignment or priority number of any Student who has an outstanding balance on their account.
- h) The Department reserves the right to refuse/revoke placement based on any Student's current or past conduct or criminal history, if determined the Student may pose a safety or security risk to persons or property.
- i) College staff and faculty are not eligible to reside in College housing unless provided as compensation for their position.

#### **E. ROOMMATES**

1. The following guidelines apply to Students requesting to live as roommates:
  - a) Each Student must complete an application, Agreement and submit a \$50 non-refundable application fee.
  - b) If one Student's Agreement is terminated for any reason, the remaining Student has the following options:
    - i. Indicate desire to maintain single occupancy, agreeing to pay the single occupancy rate.
    - ii. Maintain the double occupancy rate by identifying and securing a new roommate.
    - iii. Add your name to the Roommate Search List maintained by the Department. By choosing this option, you are agreeing to allow the Department to share your contact information with other students who are looking for a roommate. Student is responsible for notifying the Department of their roommate choice within 14 (fourteen) days following the date of issuance of the Notice of Occupancy Status Change.
    - iv. Student who does not take action to identify and secure a new roommate will be charged the single occupancy rate fourteen days following the date of issuance of the Notice of Occupancy Status Change.
    - v. Contact the Department to discuss residence hall room options. A 30-day vacate requirement is not required when moving from apartment style housing to the residence halls.

#### **F. FAMILY MEMBERS**

1. A Student's eligible family members include Student's spouse, child, or co-parent. Falsification of information may result in cancellation of application or Agreement.
2. Student is financially responsible to College and other students for any injury, damage, or loss incurred by NDSCS, its employees, or its agents because of actions or omissions by the Student's spouse, child(ren), or co-parent. Damage charges will be placed on the Student's account and may include cost of labor and materials for repairs and/or cleaning.
3. Family members are expected to cooperate with College employees or emergency personnel in the performance of their duties.
4. Family members are required to comply with College safety and security procedures.
5. The Department reserves the right to terminate, restrict, suspend, or reassign a Student and their family member(s) from their assigned Residence based on the behavior of the Student and/or their family member(s). This action may also be taken if the Department determines that the continued presence of the Student or their family member(s) poses a risk to the safety of other students, individuals, or property.

#### **G. ACCESSIBILITY ACCOMMODATIONS**

1. Students requesting an accommodation regarding their residence, dining plan, or other accommodation; must contact the Accessibility Coordinator at 701-671-2623 and submit requested documentation. Accommodation requests will not be considered approved or acted upon prior to receiving a written recommendation from the College Student Accessibility Coordinator.
2. Accommodation requests submitted with less than 60 days' notice cannot be guaranteed. However, the College will make every effort to provide reasonable accommodations when possible.
3. Assignment location will be based on the recommended accommodations.

#### **H. ASSIGNMENTS**

1. A \$50.00 non-refundable application fee must be submitted with application to the Department. Application does not guarantee assignment.
2. Every attempt is made to assign students as requested on the application. Depending on availability, it may not be possible to assign the Student to their first choice of Residence. The Department reserves the right to reassign Student to alternate units when deemed appropriate or necessary. Reassignment may be made without prior notice to the Student.
3. Once a Residence has been assigned, the Student will receive notice via their NDSCS email account. The Student has 14 business days from the date the Notice of Assignment was issued to accept or decline the assignment. Failure to respond to the Notice may result in forfeiture of that assignment.
4. Student is allowed to request one Residence transfer within the Agreement period.

#### **I. LOSS OF ELIGIBILITY OR GRADUATION**

1. If a Student's enrollment is canceled or terminated, or the Student graduates, the Student is no longer eligible to reside in College Residence and the Agreement is immediately terminated.
2. Student agrees to vacate the Residence within 72 hours of termination of enrollment or date of graduation, unless an extension is granted by the Department.

#### **J. PAYMENTS**

1. Rental payments are due each semester. For specific due dates, see <https://www.ndscs.edu/paying-college/costs-ndscs-know-you-owe/paying-your-bill>.
2. Payments may be made online through Campus Connection using e-check or a debit/credit card or at the Business Affairs Office, Haverty 139.
3. A hold will be placed on the Student's account if payments are not up to date. Past-due payments will affect the Student's ability to register for classes and may result in cancellation of Agreement.
4. The Student agrees to pay all collection costs for non-payment of rental charges, including a 1.75% monthly late fee, which will be applied to all charges 30 days or older.

#### **K. LICENSE PAYMENT REFUND**

1. If Student withdraws, a refund for the remainder of the term of the Agreement will be pro-rated in accordance with the State Board of Higher Education Refund Policy.
2. Refunds are credited to the Student's account and issued by the Business Affairs Office, after deducting any outstanding balance.

#### **L. CONDITION OF RESIDENCE**

1. The Student acknowledges receipt of the assigned Residence in its current condition and agrees to maintain the premises, including any provided furniture and furnishings (if applicable), in a clean and good state of repair. The Student is responsible for completing the Residence Room Condition Report (available via Campus Connection) within 72 hours of check-in. Failure to submit the Room Condition Report within this time frame will result in all items listed on the report being assumed to be in good condition.
2. The Department and/or Facilities Management will conduct a final inspection of the Residence after the Student checks out. Student will be held responsible for any damages to the Residence that were not noted on the Room Condition Report at check-in. Roommates are encouraged to communicate about any damages and agree on responsibility for associated charges prior to check-out.
3. Student is responsible for maintaining a reasonable standard of cleanliness in the Residence, disposing of waste properly, and ensuring sanitation and safety conditions meet the standards set by the Department. Unacceptable conditions that do not meet sanitation and safety standards include, but are not limited to:
  - a) Unattended food items that could result in odor or attract pests.
  - b) Failure to dispose of trash properly.

- c) Excessive clutter that obstructs pathways or living areas.
  - d) Blocked exits or fire safety equipment (e.g., smoke detectors).
  - e) Unsanitary bathroom conditions, including clogged drains or unclean surfaces.
  - f) Unclean or unsafe kitchen appliances or surfaces (e.g., dirty stovetops, refrigerators with expired or rotting food).
  - g) Hazardous materials or chemicals improperly stored.
  - h) Overloaded electrical outlets.
4. When the condition of a Residence threatens the health or safety of other students, staff will request the Student clean and return the Residence to acceptable standards. The Department reserves the right for professional staff to exercise their judgment in determining and enforcing standards that align with reasonable expectations for a safe and comfortable living environment.
  5. Alterations, additions or deletions to the Residence may not be made without prior approval from the Department.
  6. Window screens and College furniture and fixtures should not be removed.
  7. Failure to maintain Department cleanliness standards, report a pest control issue, or cooperate with any pest control or public health programs will be considered a material breach of this contract and may result in the termination of this Agreement.

#### **M. AMENITIES**

1. Amenities include wireless Internet (routers are prohibited), electricity, heat, water, and garbage pickup (dumpsters located outside the building). Washers and dryers are located within.
2. Mail service is provided through the Mail Center in the Hektner Student Center. Student is required to obtain a mailbox in the Mail Center.

#### **N. USE OF PREMISES**

The Residence may not be used for any commercial purpose whatsoever. Except as provided by state law, State Board of Higher Education policy, or college policy; the display of signs, posters, and other media items on the outside of the apartment door, building doors, windows, college lawns, hallways, laundry areas or other common areas is prohibited.

#### **O. LIABILITY/INSURANCE**

1. Student is liable for payment of any damages to College property in their Residence in accordance with charges as determined by the Facilities Management Department.
2. Student is responsible for damages to their Residence not reported on the Room Condition Report at check-in nor itemized on the Room Condition Report at the time of check-out.
3. Student is liable for payment of a pro-rata share, along with other occupants, for any damages which occur in the building, or for any loss of furnishings which cannot be attributed to the action or negligence of a particular occupant or to another party.
4. The College will not be liable for theft, or for loss, damage, or destruction of personal property belonging to, or in the custody of, the Student, including loss from fire, windstorm, or other causes. **Students are encouraged to carry personal renter's insurance or to see if they are eligible for coverage under family's homeowner's policy.**

#### **P. INDEMNIFICATION**

The College 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 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 of omissions of the College or its officers, agents, representatives, or employees.

#### **Q. RIGHT OF ENTRY/INSPECTION**

The Department and Facilities Management reserves the right to inspect the Residence without prior notice for purposes of maintenance, cleaning, fire safety, personal safety, and ensuring compliance with this contract and the College Student Code of Conduct as outlined in the Guide to Student Rights and Responsibilities. Such inspections are not considered searches and are expressly agreed to and authorized by the Student.

#### **R. REPAIRS AND MAINTENANCE**

1. The Department agrees to maintain all Residences and will provide reasonable notice of major repairs and maintenance when possible. Routine maintenance will be completed during regular business hours whenever possible.
2. Emergency repairs, as determined by Facilities Management and/or the Department, will be completed as quickly as possible.
3. A request for maintenance serves as authorization to enter the Residence and complete requested work.
4. Student should promptly contact the Department to report any equipment, appliance, or other malfunction that needs repair. Student is prohibited from making repairs. When responsibility for damage cannot be determined, students may be held equally responsible.
5. The Department's obligation to maintain the Residence is not violated in cases of delayed repairs, interruptions, breakdowns, or disrepair resulting from circumstances beyond its control. These may include, but are not limited to, interference by Student preventing corrective action, insufficient time to address the issue, natural disasters or other acts of nature, or the Department's lack of awareness of the condition.

#### **S. SAFE USE OF ITEMS**

1. Only UL-listed power strips with the following features are permitted:
  - a) Surge Protection: Power strips must include built-in surge protectors.
  - b) Circuit Breakers: Strips must have a resettable circuit breaker to prevent overload.
  - c) Cord Length: The power strip cord should not exceed 6 feet in length.
  - d) Condition: Power strips must be in good condition, free of frayed cords or visible damage.
  - e) Use Limitations: Strips should not be daisy-chained (plugged into one another) or used with high-wattage appliances such as microwaves, refrigerators, or space heaters.
  - f) Placement: Power strips should be placed on flat, stable surfaces and kept away from flammable materials or liquids.

#### **T. PROHIBITED ITEMS**

1. Items prohibited in the Residences include but are not limited to:
  - a) Routers of any kind, antennas, dishes or aerials for radios or TVs.
  - b) Any small appliance with an exposed heating element (e.g., hot plates, toasters, pizza ovens, grills, fryers) or without automatic shut-off.
  - c) Space heaters, fireworks/other explosives, any flammable liquids or items with lithium-based batteries.
  - d) Firearms, dangerous weapons, ammunition, or knives exceeding 4 inches in length.
  - e) Candles, incense, wax warmers, diffusers.
  - f) Non-UL-listed or damaged power strips; overloaded or daisy-chained electrical adapters.
  - g) Aerosol sprays.
  - h) Students are prohibited from tampering with or disrupting access to the College network in any way. Routers are prohibited.
  - i) Motorized vehicles or combustion engines.
  - j) Bicycles may not be stored in any Residence. Bike racks are available outside each building.
  - k) Pets.

#### **U. ANIMALS/PETS**

1. Except for animals authorized by the College Student Accessibility Coordinator or those qualified as service animals under the Americans with Disability Act (ADA), pets are prohibited inside Residences or buildings.
  - a) Student with an approved animal (ESA or qualified service animal) must provide the Department with documentation of the animal's required immunizations and license information.

- b) Student must meet with a designated Department staff member to review and sign an Animal Registration Agreement prior to bringing the animal to campus.
- c) Animals in outdoor areas must be always kept on a leash and under the control of their owners or designated handlers. Animals should not be left unattended.
- d) Student is responsible for any health or safety concerns arising from the animal's presence on College property or at College-sponsored or supervised events.
- e) Failure to adhere to the responsibilities outlined in the Animal Registration Agreement may result in exclusion of the animal and/or the Student.

#### **V. SAFETY AND SECURITY**

1. Student is expected to cooperate with College employees and emergency personnel in the performance of their duties.
2. Student is required to comply with safety and security procedures and may not tamper with locked doors, pull open locked doors, or admit unauthorized people into buildings. Student(s) found responsible may be subject to disciplinary action, including a \$100.00 fine.
3. Student is expected to lock their Residence.
4. Student(s) found responsible for setting off false alarms, tampering with or removing fire-fighting equipment, or vandalizing or disrupting elevator service are subject to a \$500.00 fine, disciplinary action including termination of this Agreement and criminal prosecution. Student may be held responsible for the behavior of their family members or guests.

#### **W. COURTESY/QUIET HOURS**

1. Student is expected to always maintain a peaceful and respectful environment. To ensure all Students can study, sleep, and relax without disruption, quiet hours are in effect from 10:00 PM to 8:00 AM Sunday through Thursday, and from 12:00 AM to 8:00 AM on Friday and Saturday. During these hours, noise levels should be kept to a minimum, including loud conversations, music, and other disturbances.
2. Courtesy hours are in effect 24 hours a day, meaning that if any Student feels that noise or activity is disruptive, all Students should make reasonable efforts to reduce noise, regardless of whether it is during established quiet hours.
3. Student is encouraged to be mindful of their neighbors and to address noise concerns respectfully. Repeated or excessive disruptions may result in disciplinary action.

#### **X. KEYS**

Residence keys are the property of the Department and may not be duplicated. Loss or failure to return keys will result in a charge for replacement of the cylinder and keys. All keys must be returned to the Department upon checkout. A Student who locks their keys in their Residence will be given a written warning for the first lockout. Student will be fined \$25.00 for each additional lockout after a written warning is given.

#### **Y. PARKING**

Purchase and proper display (clearly visible from outside the vehicle) of a College parking permit is required to park on College property. Vehicles must be parked only in designated parking areas. Separate spaces are available for visitor and trailer parking.

#### **Z. GUESTS**

1. Student may host guests in their Residence; however, guests' stay shall not exceed 72 consecutive hours without written permission from the Department. Student is responsible for the behavior of their guests.
2. Cohabitation is not permitted in any Residence. Cohabitation is defined as any situation where a reasonable person would believe that a guest maintains a regular presence in a Residence. A Student allowing an uncontracted individual to reside in their Residence will be considered a material breach of this contract and may result in termination of this Agreement.
3. Guests may not infringe on the rights of other Students. The right of other Students to sleep or study supersedes the right of another Student to entertain guests. Students should discuss and identify expectations regarding guests.

## **AA. VACATING**

1. Student must provide the Department with a written 30 (thirty) day notice before vacating. Notice can be provided through Campus Connection>Self-Service>On-Campus Housing. A Student who fails to provide the required notice will be responsible for applicable rental charges.
2. Student must:
  - a) Vacate their Residence by the due date established by the Department.
  - b) Remove all personal belongings.
  - c) Return all College provided furniture (if applicable) to original layout.
  - d) Complete cleaning expectations.
  - e) Return all physical keys to the Residence.
3. Student who fails to submit a 30 (thirty) day written notice or provide less than 30 (thirty) days' notice may be held responsible for applicable rental charges.
4. Upon receipt of notice to vacate, the Department will issue the Student information via their College email detailing the expectations for cleanliness and proper check out procedures.

## **BB. CHECK-OUT**

1. Student is required to check out of their Residence with a Department staff member or complete an Express Check Out.
2. To complete an Express Check-Out, the Student must obtain, complete, and return the required form along with all physical keys to the Residential Life Office or deposit them in the drop boxes located at the building entrances. By choosing this option, the Student waives any rights related to damages that may be assessed and charged to their student account, as well as the right to appeal any damage and/or extra cleaning charges.
3. Student who chooses to check out with a Department staff member must contact the Department no fewer than 5 (five) days in advance to schedule a time for check out.
4. A Student who schedules a check out time with Department staff and vacates prior to the scheduled check out time will be charged \$50.00 for improper check-out and, if required, assessed additional fees (e.g., damages, cleaning).
5. A Student who schedules a check out time with a Department staff member and is not ready to check out at the scheduled time may need to complete an Express Check Out.
6. Personal items or furniture left on College property after a Student has checked out, or failed to check out, will be considered abandoned. The Department will store personal property for 30 (thirty) days but does not assume responsibility for the abandoned property. After 30 (thirty) days, the Department may dispose of abandoned/unclaimed property by way of public or private sale, donation or disposal. A Student who abandons property will be charged \$50.00 for removal and storage of the abandoned property.
7. Charges may apply for additional cleaning and maintenance, replacement, or repair or any items in the Residence. Student will be charged a minimum of \$50.00 for any required cleaning. Additional charges at the established hourly rate may apply if extensive cleaning is required.

## **CC. TERMINATION OR BREACH OF CONTRACT**

1. This Agreement may be terminated by the Department for breach of its terms which includes but is not limited to:
  - a) Nonpayment of debt owed by the Student.
  - b) Violations of the Student Code of Conduct as outlined in the NDSCS *Student Guide to Rights & Responsibilities*.
  - c) Any act that interferes with, disrupts, or obstructs College operations, activities, or other students, including repeated police response to the Residence, (not including medical assistance calls).
  - d) Any action or omission that poses a concern to the health and safety of another person or property of the College.
  - e) Student is no longer enrolled in at least 6 credits per semester.
  - f) Student has been suspended, expelled or excluded from College Residence's.
  - g) Student provides false information to the Department.
2. Notice of termination is sent via email to the Student's College email account.

3. A Student whose Agreement is terminated or who becomes ineligible to reside, must vacate their Residence within 72 hours of the date the Agreement was terminated, unless an alternate timeline is approved by the Department.
4. Student will be charged a daily rental fee for each day the Student holds the physical keys or remains in the Residence after the termination date.
5. The Department may temporarily suspend or restrict a Student's access or reassign their Residence pending an investigation and/or hearing whenever, in the Department's judgment, the continued presence of the Student constitutes a danger to the safety of others or to College property.

#### **DD. INCLUSIONS**

1. Student agrees to abide by and be governed by College policies, regulations, and ordinances and this Agreement. The Department reserves the right to amend such policies, rules and regulations and this Agreement, as it may deem appropriate and timely. Student warrants that all information provided by the Student in this Agreement, the application and any subsequent Agreement renewal is true. Student acknowledges that if any information in the Agreement, application, or subsequent Agreement renewal(s) is false, the Department, at its option, may terminate the Agreement upon written notice to the Student.

#### **PLEASE KEEP A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT**

\*Dining plans are not required, visit the College website for more information about Dining Services at <https://www.ndscs.edu/current-students/campus-buildings-services/dining-services> \*