



GENERAL CONDITIONS OF AGREEMENT FOR THE RESIDENCE HALLS

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY. IMPORTANT NOTICE: Submission and acceptance through Campus Connection>Apply Online executes this Agreement and implies acceptance on the part of the Student of all terms and conditions stated herein.

The Residence Hall Room and Meal Plan License Agreement ("Agreement") creates a license for the Student to use campus housing and is not a lease. The relationship between Minot State 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, Minot State University offers to furnish room and meals as set forth in this Agreement.

This Agreement is issued for the 2020-2021 academic year. Students wanting housing during the Summer Session will need to accept 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. 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 to the Residence Life Office by the individual accepting this Agreement.

A. Eligibility

1. Any student who is enrolled at Minot State University is eligible to live in university housing. Preference will be given to those enrolled full time (12 credits undergraduate/ 6 credits graduate). A minimum of 3 credits undergraduate or 3 credits graduate. A student who is serving in conjunction with another program may also be eligible based on the request and availability.

B. Application and Assignment Procedures

1. Applicants must remit a \$100.00 room reservation fee with a Credit/Debit Card/electronic check upon completion of the Online Housing Application and Agreement. Housing Applications are not considered complete until the \$100.00 room reservation fee has been submitted. (If you are experiencing issues with accessing or completing the application, or submitting the Room Reservation Fee, please contact the Residence Life Office at 701-858-3363 between 8:00 am and 4:30 pm Monday through Friday.)
Your application does not guarantee a room reservation until you have been so notified. Room assignments are made without discrimination to race, color, creed national origin, or religion according to the date the application and deposit are received, and after the Conditions of Agreement is signed. The room reservation fee is applied to the first semester's tuition & fees.
2. All damage charges will be billed to the student's account where appropriate.

3. On-campus housing is available to the extent that the University has regular space. However, students may be assigned to "temporary" quarters when "regular" space has been filled. Temporary housing may include area motels until space becomes available on campus, or adding additional beds to appropriate rooms.
4. Hall preference will be honored when possible. Hall preference will be determined by application date and priority. If the preferred location is not available, students will be assigned to the next most appropriate and available location.
5. Roommate preferences are honored when possible. If students request each other as roommates, both applications must state this preference.
6. Final confirmation of all housing is subject to admission and enrollment to the University. Assignment to a room does not mean that you have been accepted by the Office of Enrollment Services, and admission to the University does not guarantee a room assignment.

C. Agreement Term

1. Assignments are made for the term of the agreement signed. **Available Agreement Terms are: Full Academic Year or Spring Only (see Section K).** The Housing Office reserves the right to cancel reservations not paid by the payment due dates (see Section E) and to make all final decisions regarding assignments.
 - a. **Full Academic Year Agreements:** The Residence Halls open at 8:00am on the Friday before classes start in the Fall Semester (Students wishing to arrive prior to this day will be subject to a charge of \$18/student/night.), and close at noon on the Saturday immediately following finals in the Spring Semester.
 - b. **Spring Only Agreements:** The Residence Halls will open for check-ins at 8:00am on the Friday before classes start in the spring semester for new students, and close at noon on the Saturday immediately following finals in the Spring Semester. Students wishing to arrive prior to this day will be subject to a charge of \$18/student/night.

D. Room and Board Rates

1. Average Room and board rates for 2020-2021 are based on double occupancy with a 7 day/unlimited gold meal plan and are proposed as follows: Cook Hall, Dakota Hall, and McCulloch Hall - \$7126 per year; Lura Manor and Crane Hall - \$7702 per year with additional options available. Please check with the Housing Office for additional information regarding specific building/meal costs. All residents are required to be on a meal plan. Check with the Student Union Director's for more information regarding meal plan options.
2. **The 2020-2021 Board rates do not include official University interim periods** and are subject to change by the State Board of Higher Education. **Interim periods include, but are not limited to: Thanksgiving Break, Winter Break, Spring Break, and Easter Break (See Section I for more information).**
3. There will be a \$25/Semester Residence Hall Association non-refundable fee that will be shown as a separate charge in each the Fall and Spring Semester in addition to the room and board rate.

E. Payment Deadlines

1. Room and Board payment – The one time \$100 room reservation fee will be applied toward the first semester tuition and fees. The balance of the semester's

- room and board rate is due when tuition and fees are due in both the fall and spring semester.
2. Billing: Room and Board Plans agreements are for the terms; **Full Academic Year or Spring Only. Room and Board charges are billed each semester.**
 3. Late payments-a delay on making the payment may result in cancellation of an applicant's Reservation, removal from housing and removal of meal plan, finance charges, and/or a hold will be placed on the student's future registration.
 4. Late assignments-a student assigned after the payment deadline date shall remit amount due to
The Business Office within 10 business days from the date of the assignment notice.

F. Room Rate Adjustment

1. Each year as residents move from one room to another or leave the institution altogether, rooms with less than full occupancy are created. 10 business days after the beginning of each semester (Fall and Spring), the students remaining in these rooms are given two options: (1) remain in the room and be charged an additional fee (room rate adjustment) which is available at the Housing Office; or (2) avoid the charge by seeking another roommate, moving in with someone else, or trading places with a student who is willing to pay the additional charge and convert their room from a double to a single. Should you wish to obtain names of other students who need a roommate and/or wish to have your name added to the list, call the Housing Office at 701-858-3363 between 8:00 am and 4:30 pm Monday through Friday.
2. If a student does not have a roommate, and does not have a single room, one half of the room should **ALWAYS** be available for a new student to move in. If a student is assigned to an empty bed space and is unable to move into the space because of an occupying student utilizing the space, the occupying student will be charged for a single room. If a student wishes to not be charged for a single room, the student must show that the room is prepared for a new student to move in.

G. Occupancy

1. Residents must be enrolled students at MSU (or otherwise approved), must occupy the assigned room, and may not sublet.
2. Assigned students may occupy their room one day before orientation.
3. Assigned beds not occupied 10 business days after start of classes may be reassigned.
4. Depending on availability, double rooms may be used as singles after the first 10 business days of each semester by contacting the Residence Life Office and paying an additional fee. Residence Life Staff reserves the right to consolidate residents when hall occupancy is below 100 percent capacity.
5. The University reserves the right to transfer students from one room or hall to another in the interest of health, safety, or the conduct of the resident.
6. Any room space not occupied during the school year is subject to reassignment. The University reserves the right to determine what constitutes occupancy.
7. Any termination of occupancy or exceptions to this agreement will be subject to the approval of the Residence Life Office.

H. Room Change/Hall Transfer

1. Room changes, hall transfers, and vacating rooms require the filing of written requests with the

Residence Life Office and approval from the Residence Life Office. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to your original room, an administrative fee of \$25.00, and/or disciplinary action.

I. Interim Periods

1. Residence halls close at noon on the Saturday immediately following finals in the Spring Semester, and following summer session (For full Academic Year Agreements). The Housing Agreement and Agreement rates do not cover these periods. Housing may be available during spring and summer semester breaks for authorized groups or students on a space available basis for an additional charge. Those students may be required to move from their assigned room for these accommodations. Additional information is available in the Residence Life Office. The cost for interim housing is the student's responsibility.
2. Student's board plans do not cover the periods between the end of the fall semester and the beginning of the spring semester (winter break), between the end of the spring semester and the beginning of the summer semester, and between the end of the summer semester and the beginning of the fall semester. Other times when the board plan is not available include but are not limited to: Thanksgiving Break, Spring Break, or Easter Break.

J. Liability

1. The University assumes no responsibility for loss or damage to residents' personal property. Students should consider purchase of insurance or an extension of your parent's/guardian's insurance to cover loss or damage of personal property. In addition, you agree not to hold the University, the Residence Life Office and its employees and agents responsible for any claims for damages sustained by you or others in your room as a result of your acts or omissions relating to any changes or modifications made by you to your room or furnishings. This makes you financially responsible to the University and releases the University in the event of damage or injury.

K. Agreement Releases and Refund Policy

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

1. Reservations may be cancelled with a refund of the reservation fee if such request is received in writing at the Residence Life Office before June 1st for full academic year agreements, December 15th for the spring only agreements, and April 30th for the summer session. Returning students who cancel their housing agreement before the listed dates will be refunded 50% of their room reservation fee.
 - a. **Students who have signed a full academic year or spring only agreement but choose to move out will be responsible for charges from the date checked in until the date checked out plus 50% of the remaining room and board agreement.**
 - b. **Students who cancel their agreement and choose to move out will be responsible for the entirety of the agreement if they cancel after the Friday prior to Spring Break.**
2. Reservation fees are not refunded when application **is received and cancelled after the above deadline dates**. Students signing a full academic year agreement are obligated for the full academic year. Requests for release will be reviewed on a case by case basis.

3. **Rooms are rented by the terms of the agreement (full academic year or spring only). Students moving to an off-campus residence after the start of the agreement term are responsible for charges from the date checked in until the date checked out plus 50% of the remaining (fall and spring) room and board rate and no additional refunds are available to students who choose to move out during this time, unless they withdraw from the university.**
4. Students are responsible for properly checking out of the residence hall according to established procedure (contact your Hall Director or Resident Assistant). Failure to do so will result in additional charges including but not limited to: improper check out, failure to check out, cleaning, and other damages.
5. **To successfully cancel an Agreement, the student must complete an "Agreement Cancellation Form" with the Residence Life Office.**
6. If a student withdraws from the University, or leaves the University for an approved reason through the Residence Life Office, refunds will be calculated beginning with the first full week following the date the room was officially vacated (See section N-1 for more information).
7. A breach of agreement results in loss of semester room rent and reservation fees will not be refunded, exceptions will be considered on a case by case basis.

L. Termination of the Agreement by the University Housing Office

The Housing Office may terminate this agreement under the following circumstances:

1. **Violation of the General Conditions of the Agreement, Residence Hall Handbook, or Student Conduct Code**– This agreement may be terminated if you are found to have violated rules and regulations listed in the General Conditions of the Agreement, MSU Student Handbook, or the Residence Hall Handbook. Students who have their agreement terminated because of violations of rules will be responsible for charges from the date checked in until the date checked out plus 50% of the remaining room and board agreement.
2. **Failure to comply with the agreement** – If you fail to comply with any portion of this agreement, the Residence Life Office may terminate the agreement with appropriate notice. The Housing Office may also terminate this agreement if you have unpaid charges, or violated housing eligibility status.

M. Breach of Agreement

1. Failure to occupy without notice.
2. Choosing to move to an off campus location after the start of the agreement term.
3. Termination of occupancy without notice.
4. Failure to make payments as scheduled.
5. Failure to check out properly
6. Violation of regulations cited in agreement, Residence Hall Handbook, and/or the Student Handbook

N. Withdrawal from the University

1. In compliance with SBHE Policy 830.2, on or after the first day of classes of each semester, authorized room refunds are prorated by the week and issued by the business office, provided all payment obligations to the University have been met. The refunds are calculated beginning with the first full week following the date the room was officially vacated. Midnight Saturday is the end of each week. A resident must check out within 72 hours from the date recorded on the official withdrawal papers unless an extension is approved by the Housing Office.

O. Residence Hall Policies and General Information

1. **Security Hours:** 24 hours

2. **Key system:** 24 hour system.
3. All campus dining locations are officially closed during: Thanksgiving break, Winter break, Spring break, Easter break, and the day following the last day of final exams in May.
4. All campus Residence Hall locations will close on the Saturday following finals at Noon. All residents must be checked out of their academic year assignment at that time, unless otherwise approved.
5. **Summer Session:** Housing will be available during the summer session from the day the halls close until July 31 or a full summer agreement will be available for students wishing to stay on campus from the day the halls close until the day the halls open in the fall semester. All summer housing will be located in a building that is identified by the housing office. Students staying on campus for the entire summer will need to transition to their fall assignments after the close of summer housing on July 31. Specific dates and times will be released through the Housing Office before the end of the summer term. Charges for the summer session are separate from the charges for the academic year.
6. A \$100 room reservation fee is required for a room reservation.
7. Room assignments are given in order of receipt of the reservation fee. No room changes will be made during the first 10 business days of a new term.
8. **Common damage** is malicious or negligent damage to an individual room or common area of a hall, above the normal wear and tear, which will include theft of property. Common areas may be defined as lounges, hallways, laundry rooms, etc. Residents of a hall will be charged for damage of their common areas unless the individual(s) responsible is identified. Your cooperation and assistance will help contain room rates and improve the quality of living in the hall.
9. The replacement charge for lost keys is **\$50 to re-core all appropriate doors, and replace all keys**. If you are locked out of your room, contact an RA, the RHD, or MSU Security.
10. Parking: Limited parking is available in the adjacent parking lots. All cars must be registered and identified by campus parking permits which can be obtained in the parking office. Parking in the Old Main loop is for faculty and staff. Specific parking areas for Hall Directors next to each building are reserved.
11. Emergency calls may be made to the RA on duty in each building, or to Campus Security.
12. **Emergency situations:** Notify your Hall Director or RA of any emergencies within the building, parking lot, etc.
13. **Notices:** The bulletin board or TV screen near the office will be used for notices regarding campus events, residence hall announcements, etc. Please do not tape announcements on the entry windows.
14. **Mail:** Your mail will be delivered in your box during office hours each day. Outgoing letters should be mailed at the MSU Post Office in the Student Union, 1st floor, east end. There is no mail service on Weekends, Holiday's or break periods.
15. **Trash:** All personal/room garbage should be carried to the dumpster outside.
16. **Laundry:** Laundry facilities are available in each residence hall for current residents. These facilities are for residents only. The University is not responsible for lost articles resulting from laundry left unattended.
17. **Maintenance:** If there are any needs, please notify your Hall Director by emailing the request to the email address posted at front desk. The Hall Director will place an work order regarding all repairs.
18. University property may not be removed from the residence hall nor moved out of the lounge. A \$25 fine may be assessed for removal of lounge furniture to individual rooms.

19. Residents are responsible for the care and cleaning of their rooms. Cleaning equipment for rooms is kept in the garbage room or janitor's room on each floor. Should you need other equipment, check with the Hall Director.
20. **Wall and Door Decorations:** Tacks, nails and duct tape should not be used on the doors and walls. (Poster putty may be used.) Walls and fixtures within the rooms should not be painted and plant hangers are not permitted in the ceiling. Posters, pictures, etc. hung on the outside of the door must be in good taste and not offensive to other residents or guests that may be on tour of the building.
21. All carpeting in the rooms should be jute back and not attached to the floor with tape.
22. **Refrigerators:** Refrigerators may be leased from the University (Through a third party vendor) or students may bring their own providing the unit is no more than 4.5 cubic foot capacity.
23. Lifting of beds is not allowed. You may bunk your beds.
24. **Musical Instruments:** Individual rooms may not be used as a practice room. Practice rooms are available in Old Main.
25. Courtesy hours are in effect in each residence hall at all times. Students are requested to observe the courtesy hours in order to provide an appropriate atmosphere for study and sleep.
26. **Pets:** Health policies do not permit pets in the residence hall.
27. **Overnight Guests:** guests of students living on campus are permitted in accordance with the empty beds available and with the permission of the students occupying the room. Underage Guests must be registered with the Hall Director. All guests are allowed to stay no more than two consecutive nights unless special arrangements are made.
28. Lounge and visiting hours for guests will be posted on the bulletin boards in each building. Specific evenings for resident use only may be established in the hall. **Guests must be "escorted" by a resident at all times while visiting in the building.**
29. **Alcoholic beverages, drugs, and empty alcohol containers are not permitted in the residence halls.** The use of drugs in the residence halls may result in eviction from housing. The sale of drugs in the residence hall will result in eviction from housing. Drug related situations will be referred to the Minot Police Department. A violation of the Alcohol or Drug Policy will result in disciplinary action from University Housing.
30. **Weapons and firearms (including ammunition), are not permitted in residence halls.** A violation of the firearms/weapons policy will result in eviction from the residence halls. Subsequent sanctions to be determined by the Residence Life Coordinator/Director of Residence Life Office.
31. Potential penalty of **any attempt to physically or verbally harass or abuse another individual (staff or student) may result in immediate suspension from the hall and disciplinary action.**
32. **MSU is a tobacco free campus.** Use of tobacco and tobacco related products is not permitted in the Residence Halls or on campus property. Open flames (candles, etc.) or incense is not permitted in the residence. Up to a \$25 first offense, \$50 second offense, \$75 third offense fine may be assessed, or a sanction deemed appropriate by the Residence Life Coordinator for any violation.
33. Each room is equipped with a smoke detector for your protection. The light on the detector indicates it is in working order. Functionality of smoke detectors is monitored on a regular basis.
34. **Cooking:** Fire regulations forbid cooking, candles, and the burning of incense in your room. No electrical cooking appliances, including microwave ovens, are permitted in the residence hall room. Cooking facilities are available and microwaves are provided for the resident's use. **Only Residents may use these**

- facilities.** Kitchens may be closed if residents neglect to clean up after using the facilities. Electrical cooking appliances will be confiscated and returned to the student at the end of the term or when he/she is no longer in residence.
35. **No extension cords are allowed, use only surge protectors.**
 36. Fire drills will be held periodically in order to vacate the building in an orderly fashion should an emergency occur. **Everybody MUST, without exception, evacuate the building. Exit procedures are posted on each floor.**
 37. **Tornado Warning:** The Residence Hall Director has an Emergency Broadcast System Unit for receiving messages and directions pertaining to emergencies. Residents will be alerted by the fire alarm system. Procedures to be followed for Tornado Warnings will be posted in each residence hall.
 38. **Recreation:** The central area for recreation in each residence hall is the lounge and recreation room. Recreation equipment may be checked out at the desk in each residence hall. Gambling (involving tangible assets) is not permitted in the halls.
 39. The Residence Life Coordinator will be the primary judicial officer for judicial hearings. In the event of an appeal, the Director of Residence Life, or Student Rights and Student Welfare Committees may hear an appeal.
 40. The Residence Hall staff and maintenance personnel may enter a resident's room without notification of the resident in emergency situations such as when smoke detectors are activated, water problems, and to close windows left open when the building is officially closed or during vacation breaks. For additional room entry policy information, see the Residence Hall Handbook.
 41. No person or organization, whether or not affiliated with the University, may advertise, sell, conduct a business, or raise funds in University residences without receiving permission from the Residence Life Office.
 42. Students must furnish their own bed linens, including mattress pads. The beds in Lura Manor, McCulloch Hall, and Crane Hall require longer sheets as the mattresses are 80 inches. Furniture and drapes for each room are furnished by the University.
 43. **Housing Preference:** Each residence hall has lounge areas for recreation and entertaining, laundry facilities, and a small kitchen area for personal cooking. Unless otherwise noted, each room has 2 beds, 2 desks and chairs, a closet, and dresser drawers. Cook Hall, Dakota Hall, and McCulloch Hall are Co-ed by floor. Crane Hall and Lura Manor are Co-ed by suite. **Please note the rental rates on page one.**
 44. **Academic Progress Program—Each resident must earn a minimum term grade point average of 1.50 to continue living on campus. Residents that do not meet this requirement must submit a request for exception, in a type written letter (or email), to the Residence Life Office.**

PLEASE KEEP THESE AGREEMENT CONDITIONS