

# **RESIDENCE LIFE & HOUSING**

#### RESIDENCE HALL ROOM AND MEAL PLAN LICENSE AGREEMENT

# 2025-2026 Academic Year THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY.

**IMPORTANT NOTICE:** Submission and acceptance through Campus Connection 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 the 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 2025-2026 academic year. This includes the fall and spring semesters. Summer session housing has 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.
- 2. A student who is serving in conjunction with another program may also be eligible based on the request and availability.
- 3. All first-year students are required to live in a residence hall. The full <u>first-year live-on policy</u> can be viewed on our website.
- 4. Students residing in campus housing must provide vaccination documentation per NDUS Policy 506.1. Please visit <u>Student Health Services</u> for more information.

# **B.** Application and Assignment Procedures

 Applicants must remit a non-refundable \$100.00 room reservation fee with a Credit/Debit Card or 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 semester's room and board.** 

- 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.
- 3. Fall semester room assignments will be run through a room selection process. Students will be notified of the dates they can select a room.
- 4. Spring semester room assignments are done by the Residence Life office. 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

- Assignments are made for the term of the agreement signed. Available
   Agreement Terms are: Full Academic Year (Fall & Spring) 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 9:00am on the Friday before classes start in the Fall Semester (Students wishing to arrive prior or stay later than these days will be subject to a charge of \$20/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 9:00am 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 or stay later than these days will be subject to a charge of \$20/student/night.
  - c. Check-in and checkout dates are subject to change due to campus calendar. The Residence Life office will notify residents of changes.
  - d. Students electing to arrive for Early Arrival initiate the terms and conditions of the Residence Hall Agreement.

## D. Room and Meal Plan Rates

- The base for Room and Meal Plan rates for 2025-2026 are determined by a
  double occupancy rate with a base meal plan and are proposed as follows:
  Cook Hall, and McCulloch Hall \$7,500 per year; Lura Manor and Crane Hall \$8,100 per year with additional options available.
- 2. Housing rates must be approved by the State of North Dakota and once they are approved will be posted on the <a href="Residence Life & Housing website">Residence Life & Housing website</a>.
- 3. ALL RESIDENCE HALL STUDENTS ARE REQUIRED TO BE ON A MEAL PLAN.

- 4. The Meal Plan 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, the winter Semester Break, Spring Break, Easter Break, and Summer Semester (See Section I for more information).
- 5. Each resident pays a \$25/Semester Residence Hall Association non-refundable fee.

# E. Payment Deadlines

- Room and Board payment The one-time non-refundable \$100 room reservation
  fee will be applied toward the semester's room and board. The remaining
  balance of the semester's room and board rate is due with tuition and fees for
  both the fall and spring semesters.
- 2. Billing- Room and Board contracts are for the Full Academic Year or for the Spring Only. Room and Board is billed at the beginning of each semester.
- 3. Late payments- a delay in 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 the amount due to The Business Office within 10 business days from the date of the assignment notice.

# F. Room Rate Adjustment

- Residents who move from one room to another or leave the institution altogether will see the change in charges on their account based on the nature of their contract change.
- 2. Rooms with less than full occupancy, 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.
- 3. 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 Minot State (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 the 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

 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

- Residence halls open at 9:00 am the Friday before classes start in the fall and close at noon on the Saturday immediately following finals in the Spring Semester, (For full Academic Year Agreements) Summer Sessions has it's own Agreement. The Housing Agreement and Agreement rates do not cover dates of stay outside of these periods.
- 2. Housing is available during Thanksgiving, Semester, Spring, and Easter breaks for students with a current contract.
- 3. Outside of contracted dates, the cost of interim housing is the student's responsibility.
- 4. Student's Meal Plans do not cover the periods between the end of the fall semester and the beginning of the spring semester (winter break), and the summer semester. Other times when the Meal 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 the purchase of insurance or an extension of their parent's/guardian's insurance to cover the 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.
- All damage charges will be billed to the student's NDUS account when appropriate.
- 3. 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. Lost Minot State ID cards are purchased through the ID Office.

#### 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. The \$100.00 Room Reservation fees are not refundable.
- 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.

- 3. 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 checkout, failure to check out, cleaning, and other damages.
- 4. 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 Code of Student Life— 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 the agreement, Residence Life Community Handbook, and/or the Student Handbook.

#### N. Withdrawal from the University

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 Life Policies and General Information

 The Student agrees to abide by the policies and procedures as stated in the <u>Residence Life Community Handbook</u>. The Student agrees to conduct themselves in a manner that is conducive to the educational goals of the University. Appropriate behavior includes respecting the rights of others and following University policies as enforced by University personnel. The Student further agrees that during the term of their occupancy in student housing, they will comply with the rules and regulations of the University and of residence halls relative to preserving order on the premises, use of the premises, protection of University (State of North Dakota) property, and maintenance of their status as a student. The general rules and regulations of the University are in the Academic Catalog, Code of Student Life, State of North Dakota statutes, and all check-in information and agreements accepted by the Student.

#### P. Condition of Room & Suite

- The Student agrees to regularly and properly clean their room and keep it clean, hygienic, and in reasonable order. Failure to do so may be cause for termination of license agreement, and/or applicable cleaning, and/or maintenance charges being applied.
- 2. Painting of the room or any portion thereof is prohibited. The hanging of articles in the room may be done only in accordance with University policy and may not interfere with safety equipment, access or egress to the room or unit, or cause damage to the facility. (See residence hall staff for more information.)
- 3. In accordance with Housing & Residence Life Policy as outlined in the Housing & Residence Hall Policies, the Student shall not make any modification or physical changes in room or suite, or attach fixtures, pictures, plaques, etc. to walls, doors, or ceilings, except as authorized by the University.
- 4. The University and the Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care so as not to cause a disorderly, unsafe, or unsanitary condition to occur.
- 5. The Student shall notify Housing & Residence Life Staff of damage or needed repairs in a timely manner via the established Work Order procedure as outlined in Residence Life Community Handbook.

## Q. Privacy of Student Occupied Rooms

- The privacy of student rooms in University housing will be respected by University personnel and vendors acting on behalf of the University. No room shall be entered without knocking, except in emergencies. The University will provide reasonable notice when possible prior to entering a student room. The Student agrees and acknowledges that in the absence of occupants, authorized University personnel may enter rooms: a. For the purposes of fire, personal safety, routine inventory, maintenance, cleaning, or repair; or b. For health or safety inspections.
- The Student agrees and acknowledges that authorized University personnel
  may conduct an administrative search of the Student's room to determine
  compliance with University regulations and policies or federal, state, or local
  criminal laws when there is a reasonable cause to believe that a violation has
  occurred or is taking place.

#### R. Nondiscrimination

1. The University is committed to the principle of equal opportunity in education and employment. The University does not discriminate on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, genetic information, creed, marital status, veteran's status, political belief or affiliation or any other status protected by law. Pursuant to Title IX of the Education Amendments of 1972, the University does not discriminate on the basis of sex in its educational programs and activities, including employment and admission. The University will promptly and equitably

- investigate reports of discrimination or harassment and take disciplinary action as appropriate.
- 2. Retaliation in any form against a person who reports discrimination or participates in the investigation of discrimination is strictly prohibited and will be grounds for separate disciplinary action.

#### S. Indemnification

1. Minot State University and its officers, agents, representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by the Student from and against, any and all suits, actions, losses, damages, claims, or liabilities of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, (collectively referred to as "claims" in the remainder of this section), arising out of, connected with, or resulting from any acts or omissions of the Student, excluding claims arising solely from the negligence or wrongful acts or omissions of Minot State University or its officers, agents, representatives, or employees.

# T. Correspondence with Residence Life & Housing Office

1. You may contact the Residence Life & Housing Office by:

a. U.S. Mail: Residence Life & Housing Office

500 University Ave. W.

Minot, ND 58707

b. E-mail: msu.housing@minotstateu.edu

c. Web: www.minotstateu.edu/life

d. Phone: (701) 858-3363

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

PLEASE KEEP A COPY OF THESE AGREEMENT CONDITIONS