

Where the people make **[the difference]**.



WILLISTON STATE COLLEGE
HOUSING CONTRACT & APPLICATION 2017-2018



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Williston State College provides a home-away-from-home for over 200 students. Although living on campus is not required, it offers many benefits including: Easy access to the college, a great chance to meet new people and make new friends, opportunities for learning to live with others, and a better chance to be involved in social activities.

FRONTIER HALL

\$2600 /semester/double occupancy co-ed

- Suite-style living: 4 double occupancy bedrooms per suite with 2 bathrooms, including shower and toilet in every suite
- Common lounge and study areas are located on each floor
- Livdahl Lounge provides televisions, computers and printer, laundry facilities and vending machines
- Built-in wardrobe, twin size bed, dresser, desk and chair are provided for each resident per room
- **Dining plan is required**
- Free wireless internet and cable TV access
- Shared kitchenette area
- Single occupancy may be provided based on availability, at an additional 50% of the double occupancy rates

NELSON HALL

\$1600 /semester/double occupancy co-ed

- 4 two-bedroom suites, each suite has a double-sink bathroom
- Two living room areas, a kitchen, and laundry facilities
- Built-in wardrobe, twin size bed, dresser, desk and chair are provided for each resident per room
- Dining plan is required
- Free wireless internet and cable TV access
- Single occupancy may be provided based on availability, at an additional 50% of the double occupancy rate

ABRAMSON & MANGER HALLS

1 bed \$600 /month | 2 bed \$685 /month | 2 bed renovated \$735 /month Apartment-style housing

- Each apartment has a living room, an efficiency kitchen, and a two-sink bathroom.
- On-site laundry facilities
- Apartments are unfurnished
- Free wireless internet
- Free cable TV access

Payment is due no later than the 5th of each month.

A \$100 first installment is required of each student at time of application this will be applied to the 1st months rent.

MEAL PLAN OPTIONS

Residents in Frontier Hall are required to purchase a meal plan.

Plans are optional for all other residents. If you are required to have a meal plan and fail to select one, you will be assigned the 14/week plan. Meals per week reset weekly on Sunday evening.

Purchase of any meal plan includes WSC flex dollars that may be used at the WSC Bookstore or Teton Grill in addition to two guest meals per semester. Meal plan flex dollars do not carry over to a subsequent semester. Additional flex dollars can be purchased at WSC Student Accounts. Purchased flex dollars carry over and unused balances are refundable upon request.

MEAL PLAN RATES

- 10 meals per week + 25 flex dollars - \$1659
- 14 meals per week + 50 flex dollars - \$1786
- 19 meals per week + 50 flex dollars - \$1933

For more information, contact:

Director for Residence Life at 701.774.4528 or wsc.housing@willistonstate.edu

Frontier and Nelson

CONTRACT

1. The Residence Hall Contract creates a license for the student to use campus housing and is not a lease. The relationship between WSC and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for students to use residential housing subject to the conditions of this contract and university regulations. The Contract is made for the academic year (August – May) or balance thereof if signed after the beginning of the term.
2. Residence halls close during Thanksgiving, Semester break, Spring Break, and any other extended breaks from school. Students requiring interim housing must contact the Director for Residence Life for approval. Since contract rates do not cover these periods, students will be charged \$12 per night for the duration of the break. Housing during breaks periods is not guaranteed, a zero tolerance behavior policy is in place and no guests including non-resident students are permitted during these times.
3. Meal Plans are not in effect during breaks. Mail is not distributed.
4. Williston State College, its employees, or agents assume no responsibility for loss, theft, or damage to your personal property. Purchase of insurance or an extension of your family's insurance to cover loss or damage of personal property is strongly recommended. Students are financially responsible to the college and other residents for damage, loss or injury sustained by the college, its employee and agents, as a result of student or guests' acts or omissions. Damage charges will include cost of labor and materials for all repairs and/or cleaning. When responsibility for damage cannot be determined, the roommates will be jointly responsible.
5. If a shared aspect of the building becomes damaged by shared misuse or unknown individual misuse a community damage charge will be equally distributed to all residents unless a singular individual or individuals takes ownership.
6. Williston State College has the right to refund any payment, to refuse assignments to any applicant, and to make all final decisions as to assignments for room or room and board. Contact Residence Life for information and current prices (701.774.4528).

ELIGIBILITY/REQUIREMENTS

All first year students who do not meet a live on requirement exception listed in the WSC live on requirement policy are required to live on campus their first year.

1. Students who are enrolled part-time in on-campus classes at WSC are eligible to live in campus housing, minimum credits of 6 per semester constitute a part-time study load. Full time students will be given priority for any vacancies on campus.
2. Housing may be refused to any student based on their current or past conduct, where the student may pose a safety or security risk to persons or property. Housing may also be refused to students who have outstanding debts to the college.
3. Newly admitted students ages 21 and younger residing in campus housing, must provide documentation of immunity against meningococcal disease. Documentation means (a) evidence of at least one dose of meningococcal conjugate vaccine in the five years prior to enrollment or (b) evidence of two doses of meningococcal conjugate vaccine administered at age 10 or older and at least 8 weeks apart. The Housing Office may refuse to assign a room to a student until verification for meningococcal immunization is received.
4. Students must occupy the assigned unit and may not sublet.
5. No student is to permit his/her unit to be used for a commercial purpose. Soliciting on campus property is forbidden.

APPLICATION AND ASSIGNMENT PROCEDURES

1. Students desiring residence hall accommodations are required to complete a housing application online or return the housing application with a \$40 one-time, non-refundable application fee to Williston State College Housing Office, 1410 University Avenue, Williston, ND 58801. This fee is waived for re-contracting residents from previous semesters.
2. Room assignments are made upon receipt of first installment of \$100. A room assignment is not guaranteed until the student has been so notified. Assignment priority is determined according to date completed application and first installment is received.
3. Roommate preferences are honored when possible, but are not guaranteed. If students request each other as roommates, both applications must be returned together.
4. Final confirmation of housing and meal plan are subject to admission to the college.
5. WSC reserves the right to make changes in room assignments.

CHECK IN

Residents are expected to check in during designated check in times. If individual accommodations are required for special date or time to check in, approval must be granted from the Director of Residence Life or the Head Resident. Failure to check in properly will result in a minimum \$100 fine.

CANCELLATION & REFUND POLICY

1. Your application may be cancelled with a deposit refund as follows:
2. Fall semester: \$75 if cancelled before May 1st, 2017; \$50 from May 1st to June 30th,

2017. No refunds will be issued after July 1st, 2017 for Fall Semester.

3. Spring semester: \$75 if cancelled before October 1st 2017; \$50 from October 1st to November 30th 2017. No refunds will be issued after 1st December 2017.
4. Students who are denied admission to the college will receive a full refund.
5. Release of contract due to conduct reasons, during the contract period will result in breach of contract and forfeiture of room rent for the remainder of the agreement period. Board charges will be refunded in accordance with the North Dakota University System Procedure; Section 830.2- Refunds. This can be found at: <http://www.ndus.edu/makers/procedures/ndus/default.asp?PID=296&SID=60>
6. If a student vacates before the end of the school year without approval of the Director for Residence Life, he/she will be held responsible for all charges for the remainder of the contract period.
7. Students are responsible for properly checking out of residence halls according to established procedure. Failure to do so will result in a \$100 fine. Additional charges may be assessed for damages, including cost of labor and materials, and missing keys and cleaning.
8. If you move out of the residence hall during the term of this contract and you are not entitled to a refund as provided under SBHE Policy 830.2, you will forfeit the rent for the entire contract term, EXCEPT those covered in SBHE Policy 830.2. Additionally, if WSC is able to rent your unit to another student, you will be entitled to a refund for that period of time that your unit is rented to another student. The Director for Residence Life will fill each vacant unit based on the reasons for the cancellation which led to that vacancy. For example, vacancies created by individuals withdrawing from college and by individuals who are graduating will be given first priority and will be filled first. Individuals applying for a contract cancellation, but maintaining enrollment in the college will have their vacancies filled chronologically when possible. WSC reserves the right to reassign the vacancy created by the request for early contract termination. This ensures WSC's ability to accommodate incoming students with specific requests or special needs. This means that even if the particular unit you previously resided in but vacated with early termination of contract becomes occupied by an incoming student, may not result in your ability to be released from liability.

WITHDRAWAL FROM COLLEGE

1. On or after the first day of classes of each semester, authorized room and board payment refunds are calculated on a percentage basis in accordance with the North Dakota University System Procedure; Section 830.2- Refunds. This can be found at: <http://www.ndus.edu/makers/procedures/ndus/default.asp?PID=296&SID=60>
2. Refunds will be issued by mail, provided all payment obligations to the college have been met.
3. In order to complete the withdrawal process, a student must properly check out of his/her room within 24 hours of initiating the withdrawal process.

ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

1. Students with documented disabilities who need accommodations in their residence hall room must contact Disability Services, 701-774-4221. Assignments cannot be processed without a documented recommendation from Disability Services.
2. Every effort will be made to provide reasonable accommodation for students with a documented disability who apply no less than 30 days prior to the beginning of the semester.
3. Room assignment is based on the accommodations required and the date the first installment and application are received.

PAYMENT PLANS & PROCEDURE

Charges will be posted to student finance accounts in campus connection.

1. Housing and Dining Plan fees are payable in full by the scheduled tuition and fee payment date of each semester.
2. If financial aid is pending you are required to pay the anticipated additional costs not covered by your financial aid.
3. Housing contract may be cancelled if payment is not received within 7 days of the tuition and fee payment date, unless arrangements for a payment plan have been made with the Business office prior.

OCCUPANCY

1. Residents must be an enrolled student at WSC, must occupy the assigned room and may not sublet or re-assign the room.
2. If a student fails to check in his/her assigned room within one week after the start of classes, the reservation will be cancelled and deposit forfeited.
3. If a student occupies a room that falls below its designed capacity, he/she may request to keep a double room as a single after the first week of each semester for an additional fee by contacting the Director for Residence Life. Single room requests are honored depending on space availability. If a student does not wish to keep a double room as a single, they will be required to move to another room with double occupancy.
4. The Director for Residence Life reserves the right to transfer students from one room or hall to another in the interest of health, safety, student conduct or consolidation purposes.
5. The college reserves the right to determine what constitutes occupancy and may reassign residents accordingly.
6. Any termination of occupancy or exceptions to this contract will be subject to the approval of the Director for Residence Life.
7. Students may occupy their rooms upon check in Fall 2017 through May 2018 and must vacate within three hours of their last exam, unless participating in graduation ceremony or arrangements have been made with Director for Residence Life.

GUESTS AND VISITORS

1. Visitors in the building must be invited guests of residents.
2. Residents are responsible for the behavior of guests and liable for loss or damage to property caused by their guests.
3. Residence hall visitation hours are
4. 10:00 a.m. to 12:00 a.m. Sunday through Thursday
5. 10:00 a.m. to 2:00 a.m. Friday and Saturday
6. Guests must be escorted by a student resident at all times.
7. No guests are permitted during break periods specified in Contract 2.
8. All guests must be signed in at time of entrance.
9. Any overnight guest stay must be approved by the Director for Residence Life or his/her designee prior to the guest stay and shall not exceed 72 hours without written permission. Allowing an un-contracted individual to reside in a residence hall room is grounds for eviction from college housing. The college reserves the right to deny access to non-residents at any time.

HALL / ROOM USES

1. Students provide their own linens, blankets, pillows, towels and toilet articles.
2. Students are responsible for cleaning their rooms, removing waste materials and maintaining sanitation and safety conditions acceptable to the Housing Department. Students will be billed for labor and material costs if cleaning is required by the college. Limited supplies for cleaning are available in each hall upon request.
3. Permitted in residence halls are: microwave ovens under 800 watts, refrigerators not exceeding 800 watts, refrigerators not exceeding 4 cu ft. inside storage space, sewing machines, hair dryers, radios, stereo and television sets. Any other items must be approved by the Director for Residence Life.
4. Students are not permitted to make alterations, install equipment, paint or make repairs in any part of the building. Additional furniture may not be brought into rooms without approval from Head Resident. College property may not be transferred between rooms or removed from rooms, lounges or residence halls. A \$100 fine will be imposed for misplacement of college property; including community garbage cans.
5. The use or possession of the following is prohibited in or around residence halls and/or rooms:
 - Alcoholic beverages, alcohol containers and advertising or promotion of alcoholic beverages (regardless of age);
 - Narcotics or other drugs when their use or possession is prohibited by law;
 - Weapons including but not limited to: firearms, ammunition, fire crackers, explosives, knives, bows and arrows, air-soft guns, paintball guns.
 - Cooking or heating appliances except those listed in #3 above; equipment such as electric frying pans, electric grills, hot plates, toasters, air conditioners, space heaters, electric cords outside of the room or building, or halogen lamps;
 - Antennas, dishes or aerials for radios or TV's;
 - Battery chargers or engine heater cords;
 - Open fires, candles, incense, potpourri pots or halogen light bulbs;
 - Weight lifting or exercise equipment
 - Pets (other than fish in a tank no larger than 10 gallons)
 - Skateboards, roller blades, roller skates, and hoverboards are not to be used in hall at any time.
 - Other items deemed inappropriate by campus housing staff.
6. Pictures or other wall hangings should be suspended only from items that will not damage walls, ceilings or doors. Students will be charged for damaged walls and ceilings.
7. Fire safety and sanitation requirements prohibit cooking within the residence hall room. Limited kitchenette space off the commons area is specifically designed for light snacks. Residents must clean kitchenette space. All food must be kept in

closed containers. At each semester break the community fridge will be thawed and food left over break disposed of.

8. No motor vehicles/scooters may be used in the residence halls.
9. No person or organization, whether or not affiliated with the college, may advertise, sell, conduct a business or raise funds in the residence halls without registering and receiving permission from the Director for Residence Life.
10. Gambling, including Internet gambling, is prohibited.

ROOM CHANGE/HALL TRANSFER

1. Room changes, hall transfers and vacating rooms require the filing of requests with and the approval of the Director for Residence Life.
2. Unauthorized room changes or failure to move out of a room at a designated time may result in an administrative charge of \$100, being required to move back to the original room, applicable charges for assignment and occupancy of more than one room and/or disciplinary action.

SERVICES

1. Coin operated washers and dryers are furnished in the residence halls.
2. Cable TV is provided in student lounges and suite areas.
3. Mail service is provided at the respective residence halls on weekdays excluding holidays and breaks.
4. Wireless Internet service is provided.
5. Vacuum cleaners are available from the residence hall staff. Generally, each hall will have a designated area where there items are kept.
6. A reserved parking lot with free parking is provided for residents of each hall. A parking permit will be provided at move in and is require to be visible in the vehicle while parked at all times.

SAFETY AND SECURITY

1. Emergencies – dial 911
2. Students are required to comply with safety and security procedures and may not tamper with locked doors or admit unauthorized people into residential facilities.
3. Tampering with any fire alarm mechanism or fire extinguisher is strictly prohibited and may result in immediate dismissal from campus housing.
4. Residents and guests must vacate the building during a fire drill or actual fire. Window and doors should be closed and lights should be left on.
5. Possession of fireworks or any other explosive material is not allowed.
6. Each resident is issued keys to gain access to their hall, suite/apartment, and room. Access to halls is limited to residents and their authorized guests. College keys are the property of the college and may not be duplicated. A student's keys may not be loaned to others. Room key loss requires a cylinder change or possibly a new doorknob and issuance of new keys. The student will be responsible for all replacement costs.
7. For personal safety it is recommended that doors remain locked and the identity of anyone entering a room/apartment be made known before opening the door.
8. WSC Emergency Preparedness Plan is posted on the website. It is each student's responsibility to become familiar with this plan.

STANDARDS REGULATIONS AND EXPECTATIONS

1. The student signature on this contract is an acknowledgement that he or she agrees to the terms and conditions of this contract and the rules and regulations outlined in the WSC Student Code of Conduct. Violation of these rules or other inappropriate conduct is handled through the disciplinary processes outlined in the WSC Student Code of Conduct and may result in termination of this contract. Termination of contract for conduct reasons will result in a breach of contract (*see section 4.c.*).
2. No student may create excessive noise, disturb or infringe on the rights of others, harass, haze, or in any way lessen the educational effectiveness of the college. This includes behavior that attempts to force a roommate to move out of the room and/or attempts to prevent a new roommate from moving into the room.
 - a. The college will not tolerate verbally or physically threatening behavior toward staff members or students. Verbal or physical threats to staff members or students may result in eviction from residential and dining facilities and/or suspension or expulsion from the college.
 - b. Students are responsible for checking the condition of their room upon check-in. A signature on the room inventory and condition form is confirmation of the room condition at check-in. The Director for Residence Life may make a final inspection of the room and may adjust the damage assessment as necessary. Roommates are encouraged to discuss damages with each other and take responsibility for their respective charges before check out. The last roommate to check out is responsible of the remaining unclaimed damages. Failure to complete room condition form may result in additional charges.
 - c. Students are responsible for damages and loss to college property resulting from negligence or misuse. When responsibility within a room or suite cannot be determined, all roommates will be jointly responsible. Willful damage of college property shall be cause for disciplinary action, which can result in loss of housing privileges or dismissal from the college.
 - d. After termination of this contract, the Head Resident may dispose of abandoned or unclaimed property held in storage for more than 30

days by way of public or private sale or can otherwise dispose of such property. The Housing department can keep the proceeds.

- e. Students are responsible for information provided during hall/floor meetings, via WSC email as well as materials posted in residential facilities.
- f. All campus including residence halls and surrounding college grounds are designated as tobacco free. No tobacco use of any kind is allowed in any area of the campus.

SEARCH AND INSPECTION

1. The right to inspect rooms without notice is reserved by the college for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Such entry by the college shall not be regarded as a search but is separately agreed to and authorized by the student party to this contract. Entry and search of rooms by college or law enforcement officials for the purpose of discovering violations of college regulations, local, state or federal law will be subject to the college policy expressed in the WSC Student Code of Conduct.
2. Housing department personnel has the authority and responsibility to enter a resident's room or apartment when there is sufficient reason to suspect a probable violation of college policy and/or state or federal laws is occurring therein. Suites are deemed common areas and do not require permission for entry.

TERMINATION OF LICENSE CONTRACT BY COLLEGE

1. This contract may be terminated by the college for student's violation of college and/or WSC Student Code of Conduct including, but not limited to, nonpayment of debt owed by the student to the college, conduct violations, or if he/she is no longer enrolled as a student or has been suspended or expelled.
2. Student agrees to vacate his/her room by the date provided student. Failure to vacate may result in denial of access to room.
3. The Director for Residence Life or designee may temporarily suspend, restrict or reassign a resident from his/her room or residence hall pending an investigation and/or hearing whenever, in the Director for Residence Life's judgment, the continued presence of the resident or the safety of persons or property in the residence halls. The Director for Residence Life or designee shall grant immediate review by the end of the next business day on request of any resident so suspended, reassigned or restricted.

CHECKOUT

1. Students must contact a hall staff member no less than 24 hours in advance to schedule a time for a formal check-out with a hall staff member.
2. Residents leaving the residence halls or making a room change without completing the formal check-out process with a residence hall staff member will be fined \$100 and will be charged for any damages and fees. Residents who fail to turn in their keys during check-out will be charged the full cost of re-keying.
3. Students who abandon property will be charged costs associated with processing the abandoned property.

Manger and Abramson

OFFER/LICENSE

Williston State College offers apartment style housing in consideration for payment of the fee in effect at the time of occupancy. This document creates a license for the student to use apartment style campus housing and is not a lease. The relationship between WSC 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 terms and conditions of this contract and college regulations/policies. The written terms of this contract supersede all previous contracts as well as any verbal statements, telephone conversations, or emails made concerning this contract.

LENGTH OF LICENSE CONTRACT

This license contract renews on the 1st of each month.

ELIGIBILITY/OCCUPANCY REQUIREMENTS

- All applicants must meet the following requirements:
 - Applicant must be enrolled as a full-time on-campus student of Williston State College. A minimum passing credits of 12 per semester constitutes a full-time study load. Special approval required for part-time students.
 - Student's account must be in good standing with the Business Office. The college reserves the right to cancel the assignment and priority number of any applicant who has an outstanding balance on their student account.
 - Student cannot have had drug/alcohol violations or other severe violations of college policy in the last semester they lived on campus previous to applying. The Director for Residence Life, or his/her designee, reserves the right to refuse/revoke placement based on student's violation history.
 - All residents are subject to background checks.
- Students are eligible to reside in the campus apartments if they meet one of the following requirements:
 - Student's spouse and/or child will reside permanently in the on-campus residence.
 - Student is married & living with spouse (copy of marriage certificate must be on file with Housing Office; spouse must successfully pass background check before placement in housing unit).
 - Student has primary custody of child (copy of birth certificate must be on file with Housing Office; child(ren) 18 years of age or older must successfully pass background check before placement in housing unit)
 - As placed by the Director for Residence Life.

LICENSE CONTRACT

The license contract should be completed and signed by the primary student (the primary student is the one whose eligibility will determine the right to residency). Falsification of any information will result in cancellation of the license contract or, if an assignment has been made, constitutes a breach of the license agreement.

LOSS OF ELIGIBILITY

- If a student's enrollment is cancelled or otherwise terminated, the term of this license contract automatically ends. The licensee will be given the option to retain the unit at a rate of 150% of the current market rate which would be prorated from the time the licensee status changes. The licensee can retain the unit at the 150% rate for no longer than 30 (thirty) days unless granted an extension by the Director for Residence Life or his/her designee.
- The licensee agrees to vacate their unit within 10 (ten) days of termination of eligibility or date of graduation, whichever is earlier, unless an extension is granted by the Director for Residence Life or his/her designee.

ASSIGNMENTS

- Students are considered for placement after an application, and the \$40 application fee have been received by the Residence Life Office. Placement cannot be guaranteed. Assignments are made first according to building occupancy and then by date of application. Applications are not considered complete until payment of application fee has been received. If a student is not immediately assigned, applicant will be placed on a waiting list. Once the student is assigned, a \$100 deposit is required within 10 days of assignment. The deposit will be applied to the 1st month's rent at time move-in.
- The Residence Life Office will attempt to assign students to the specific unit or type of unit requested. However, depending on availability, it may not always be possible to assign students to their first choice of unit or unit type. Residence Life Office reserves the right to reassign students to different units when deemed appropriate or necessary. Reassignment may be made without prior notice to the occupants.

PAYMENTS

- Rent is due on or before the fifth of each month. You will not receive a billing statement.
- Payments may be made by cash, check or credit card in the Student Finances during their hours of operation or by mail to the Student Finances Office, 1410 University Avenue, Williston, ND 58801. You may pay online through Campus

Connection using debit or credit card (Visa, MasterCard, Discover, or American Express). When making payments, please specify that you would like the payment applied to your WSC housing.

- Delinquent rent shall be cause for removal from the campus apartments. If any part of your rent goes unpaid for 30 (thirty) or more days, the Residence Life Office will initiate the eviction process. You will receive a warning letter prior to eviction notifying you to bring your account into good standing. You will have 72 (seventy two) hours from the date of the Notice of Eviction to remove your belongings.
- The Residence Life Office reserves the right to establish payment agreements with residents. Failure to meet all terms and conditions of the payment agreement will result in eviction.
- A hold will be placed on your student record if your account is not up to date. You will not be able to register for classes until you make payment allowing the hold to be removed.
- Residents are responsible for common and individual charges (see *Right of Entry/Inspection*).
- The student agrees to pay all collection charges for non-payment of housing charges, including collection costs.

OCCUPANCY

- The college reserves the right to determine what constitutes occupancy.

CONDITION OF PREMISES

The resident accepts their assigned unit in its present condition and agrees to keep the premises, including college furniture and furnishing (if applicable), in good clean condition. No alterations, additions or deletions to the premises will be made without prior approval from Residence Life Office. Students are responsible for all repair (including materials) and cleaning charges made necessary by negligence or carelessness. Repair and cleaning charges will be billed to the student's college account. College furniture and fixtures shall not be removed from the premises. The college will not assume responsibility for personal property, including that which remains on the premises after termination of the contract. Failure to cooperate with the college in any pest control program or other public health programs shall constitute a material breach of this contract.

AMENITIES

Amenities in all units include: wireless internet, standard cable, heat, water, sewer and garbage service. In addition, washer and dryers are located within each building. Privately owned washers and dryers are not permitted.

- Licensee wanting expanded cable services must contract individually through Midcontinent Communications. Satellite dishes are not permitted on campus.
- Mail service is provided for each apartment by the U.S. Postal Service directly.

USE OF PREMISES

The assigned unit will be rented as student housing and will not be used for any commercial purpose whatsoever. Except as provided by state law, State Board of Higher Education policy or college policy; 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. The unit is to be kept neat and clean both inside and out.

LIABILITY/INSURANCE

The college assumes no responsibility for loss, damage, or theft of personal property; personal injury, death, or loss (including, but not limited to, that resulting from explosion, fire, or the mechanical failure of water, sewer, gas or electrical systems); or the negligent or wrongful acts of occupants or guests of the building. The college strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The college does not have insurance that covers the personal property of residents or guests. In addition, students agree not to hold responsible the college, the Housing office and its employees and agents for any claims or damages sustained by students or guests as a result of acts or omissions relating to any changes or modifications made by the student to the unit or furnishings. Students are financially responsible to the college and other residents for damage, loss or injury sustained by the college, the Housing Department and its employees and agents as a result of student or guests' acts or omissions. Damage charges will include cost of labor and materials for repairs and/or cleaning.

RIGHT OF ENTRY/INSPECTION

The right to inspect units without notice is reserved by the college for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Such entry by the college shall not be regarded as a search but is separately agreed to and authorized by the student party to this contract. Entry and search of housing units by college or law enforcement officials for the purpose of discovering violations of college regulations, local, state, or federal law will be subject to the college policies in the WSC Student Code of Conduct.

REPAIRS AND MAINTENANCE

The college agrees to maintain all units. Routine maintenance will be completed during regular business hours whenever possible. Emergency repairs, as determined by the Facilities and/or Housing Department, will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment unit and complete requested work. Residents should promptly contact the Apartment Manager or the Residence Life Office to report when any equipment, appliances or any other part of the unit malfunctions or needs repair. Repairs necessitated as a result of negligence or carelessness on the part of any of the residents, or their guests, will be billed to the responsible resident's student account. When responsibility for damage cannot be determined, roommates will be held equally responsible.

The college's duty of maintaining the premises is not breached should any delay in performing repairs, interruption, breakdown, or disrepair due to conditions beyond its control, including, but not limited to, interference by resident(s) with the college's ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the college's lack of knowledge of such conditions.

DAMAGE

In an effort to contain rising housing rates, the Housing Office follows a policy to charge residents of a building for damage to common areas. Common area damage is defined as malicious or negligent damage to common areas, hallways, or college property/furniture, above normal wear and tear, and includes theft of property.

Residents are responsible for damage to their unit that are not reported on the apartment condition sheet at check-in and that are not itemized on the condition sheet at the time of check-out.

PETS

For health and sanitation reasons, no pets are allowed in campus apartments.

KEYS

All keys must be returned to the Apartment Manager or the Housing Office. Loss or failure to return any keys will result in a charge for replacement of cylinder or doorknob and new keys.

DISTURBANCES

Residents are responsible for violations of excessive noise or disturbances which interfere with the rights, comfort or convenience of other persons whether caused by the resident, guests or roommates. Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, invitees, or directed at management, its agents, its employees, or vendors.

SMOKING/CANDLES

All campus grounds including apartments and all common areas within the buildings are designated as tobacco free in accordance with college guidelines. There will be a minimum \$500.00 cleaning fee assessed to violators of this policy. In addition, violators are subject to additional sanctions as outline in the WSC Student Code of Conduct. Candles and incense are not allowed.

AUTOMOBILES & PARKING

Students may park vehicles on campus in designated parking areas. Trailers, boats, camping trailers, broken down vehicles, etc. may not be parked on campus.

STUDENT BEHAVIOR

The conditions regarding student behavior while living in WSC campus housing under this contract will follow the WSC Student Code of Conduct, as well as all college policies and regulations, which include but are not limited to the following:

1. WSC in accordance with ND State Board of Higher Education Policy 918, prohibits the possession, sale, dispensation, display, possession of alcoholic containers, empty or full, use or consumption of alcoholic beverages and/or drugs upon land or in buildings owned by the Board or its institutions.
2. The possession of any firearm or other weapon is prohibited anywhere on college property, including campus apartments.
3. Individuals setting off false alarms or tampering with or removing fire-fighting equipment are subject to disciplinary action including termination of this license contract and criminal prosecution.
4. Individuals tampering with security devices, including but not limited to security cameras will be subject to disciplinary action including termination of this license contract and a \$250 fine.

GUESTS

Guests are welcome in WSC campus apartments. However, in order to maintain a positive living environment, certain policies must be followed. Visitors in the building must be invited guests of residents. Guests' stay shall not exceed 72 hours without written permission from the Director for Residence Life or his/her designee.

Allowing an un-contracted individual to reside in your apartment is grounds for eviction from college housing. The college reserves the right to deny access to non-tenants at any time.

VACATING

Students are encouraged to read this entire section thoroughly and to contact the Director for Residence Life before making other housing arrangements once this contract has been signed.

1. Resident must provide the Housing Office with a 30 (thirty) day written notice before vacating. Residents will be held responsible for rent charges for 30 (thirty) days after the notice is received in the Housing Office.
2. Failure to submit a 30 (thirty) day notice to vacate will result in a charge of \$200 to your student account. Residents will be held responsible for rental charges up to and for an additional 30 (thirty) days from the date the Director for Residence Life becomes aware the unit has been vacated. The date the notice is received in the Director for Residence Life will be considered the date notice was given. This notice does not apply if the student is moving to a WSC campus residence hall.
3. Upon receipt of a notice to vacate, the Housing Office will provide the residence with detailed checkout information.
4. Residents are responsible for rent charges for each day they hold keys to the unit.
5. WSC reserves the right to cancel the license contract of any resident who conducts him/herself in a manner that significantly interferes with the operations and educational mission of the residents, the Housing Office, the college, or

endangers the health or safety of the students and staff.

CHECK-OUT

1. Residents are required to check out of their unit with the Head Resident or Director for Residence Life.
2. Residents must contact the Apartment Manager no less than 7 days in advance to schedule a time for check out.
3. Residents who vacate without properly checking out will be charged accordingly as state above.
4. Students who abandon property will be charged as stated above in addition to costs associated with processing abandoned property.

RENT CREDITS

1. Any rent credit owed to a resident for any unused portion of the contract will be pro-rated in accordance with the State Board of Higher Education Refund Policy.
2. Credits are placed on the student's account and are applied to unpaid account balances (common damages, individual damages and/or any other college charges).
3. Credit account balances are refunded by the Business Office.

OPTIONAL MEAL PLANS

1. Residents of Manger and Abramson may purchase either a residential meal plan or one of two off-campus block meal plans. Off-campus plans are sold at WSC Student Accounts.

YOUR SIGNATURE ON THE APPLICATION PAGE OF THIS DOCUMENT, WHICH IS THE FINAL PAGE, INDICATES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE CONTRACT.

WILLISTON STATE COLLEGE HOUSING CONTRACT & APPLICATION 2017-2018

Legal Name _____ Gender _____
last middle first

E-mail Address _____

Home Address _____
street city state zip country (if not USA)

Home Phone (_____) _____ Cell Phone (_____) _____

Vehicle Make _____ Model _____ Color _____ License Plate # _____

Will enroll as: Fr So Major/Anticipated Major: _____ Semester Intended: Fall Spring Summer Year: 20____

Accommodations: If you require accommodations with your room or dining plan due to a documented disability please list them below:

HALL PREFERENCE (Rank 1-4)

Residence Hall ___ Frontier ___ Nelson **Apartment Style** ___ Abramson ___ Manger

ROOM PREFERENCE

First Choice Double Single* **Second Choice** Double Single*

*Based on availability and charged at an additional 50% of the double occupancy rate

Name of Preferred Roommate: _____
(Roommates must request each other and submit applications together. Requests are not guaranteed.)

Will you be participating in Varsity Athletics? Yes No If yes, which sport? _____

MEAL PLAN (if no selection is made, meal plan will default to 14 meals/week if required for assigned hall)

10 meals/week 14 meals/week 19 meals/week

Emergency Contact For Missing Student Notification: _____
Name Phone Number

- In order to receive a room assignment, the first installment of \$100 **must** be included along with a \$40 non-refundable application fee. (Housing application fee waived for students in WSC housing during most recent term)
- You must also have applied for admission or be a current, full-time student at WSC.
- Hall/room assignments are made on a first-come, first-served basis, depending on availability.
- **If you are under the age of 21 you must submit documentation of immunity against meningococcal disease.**

I hereby apply for a room contract for the 2017-2018 academic year (August to May). I have read and agree to abide by the general conditions of the WSC Housing Contract. I have submitted with this application my \$40 application fee and \$100 first installment. I have read the contract and understand the financial implications of cancelling or withdrawing my application. I hereby certify the above information is complete and accurate. Further, I hereby consent to the release of any and all information by law enforcement officials, education officials, and others relative to any criminal convictions, criminal pleas, or education nonacademic disciplinary action. I give this consent to Williston State College to fully evaluate my application for admission, and acknowledge the information provided will be used for that purpose.

Full Legal Signature of Student

Date

Williston State College does not discriminate because of race, color, creed, gender, disability, or national origin.

RETURN THIS APPLICATION (with payment & proof of meningococcal immunity (if applicable)) to:

Williston State College Housing Office, 1410 University Avenue, Williston, ND 58801

FOR COLLEGE USE ONLY

Student ID# _____ Receipt# _____ Amount \$ _____ Date ____/____/____

Student Imported Custom Attributes Set Roommate Preference Set Dining Plan Set Room Assigned

Hall/Apt. _____ Room _____ Date ____/____/____ Room Type _____

Application Letter Sent _____ Assignment Letter Sent _____

Cancellation Date _____ Refund Amount _____ Refund Process Date _____