



APARTMENT HOUSING CONTRACT

2024-2025

HOUSING CONTRACT & APPLICATION OVERVIEW

Williston State College provides a home-away-from-home for nearly two hundred students. WSC Residence Life 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.



ABRAMSON & MANGER HALLS

1 bed \$600 /month | 2 bed \$700 - \$735 /month |
Apartment-style housing

Contracts are 1 semester minimum

All apartments have a living room, an efficiency kitchen, and a bathroom.

On-site laundry facilities

Apartments are unfurnished

Free wireless Internet

Campus Streaming Service

1. Submit New, Returning Resident or Apartment Application
2. Pay \$40 non-refundable fee

For more information, contact:

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

*Prices are subject to change

Manger and Abramson Contract

1. OFFER/LICENSE

- a. 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.

2. LENGTH OF LICENSE CONTRACT

- a. This license contract will be at a minimum of one semester in length beginning for Fall: ___ Spring___ Summer__ semester on____, and there after shall be month-to-month on the same terms and conditions as stated herein until terminated.

3. ELIGIBILITY/OCCUPANCY REQUIREMENTS

- a. All applicants must meet the following requirements:
 - i. Applicant must be enrolled as on-campus student of Williston State College. 12 credits per semester constitutes a full-time study load. Special approval required for part-time students or online students.
 - ii. 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.
 - iii. The Director for Residence Life, or his/her designee, reserves the right to refuse/revoke placement based on student's violation and conduct history. Preference is given to students in good academics and conduct standing with WSC. Housing Contract violation history or violations against the Student code of Conduct.
 - iv. All residents are subject to background checks.
- b. Students are eligible to reside in the campus apartments if they meet one of the following requirements:
 - i. Student's spouse and/or child will reside permanently in the on- campus residence.
 - ii. 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).
 - iii. 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).

4. LICENSE CONTRACT

- a.** The license contract should be completed and signed by all residents over the age of 18. 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.

5. LOSS OF ELIGIBILITY

- a.** 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 pro-rated 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.
- b.** 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.

6. ASSIGNMENTS

- a.** Students are considered for placement after an application, the \$40 application fee and the \$100 hold fee have been received by the Residence Life Office. Applications are not considered complete until all payments have been received. If occupancy is full, student may be placed on a waiting list until a unit opens up; at which point payment will be due. No units will be held without the \$100 hold fee. The holding fee will be applied to the 1st month's rent. Placement cannot be guaranteed.
- b.** 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 assignments are made first according to building occupancy and then by date of application. 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.

7. PAYMENTS

- a.** Rent is due on the first of each month and considered late after the 5th in which a \$5 late fee will be applied to the resident's account for each day it is late. Students will not receive a billing statement.
- b.** Payments may be made by cash, check or credit card in the Student Finances during their hours of operation or to the Student Finances Office, 1410 University Avenue, Williston, ND 58801. WSC does not recommend mailing cash. 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.
- c.** 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 by sending a 3 Day Intent to Evict letter. This warning letter will notify you to bring your account in to good standing within 72 hours or you will

receive a 3 day Eviction Letter requiring your removal from the property within 72 hours.

- d.** 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.
- e.** 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 or receive your transcript until you make payment allowing the hold to be removed.
- f.** Residents are responsible for common and individual charges (see *Right of Entry/ Inspection*).
- g.** The student agrees to pay all collection charges for non-payment of housing charges, including collection costs.
- h.** If the student takes possession of the Premises during any period of the first month of occupancy, the first month's rent shall be prorated at a daily rate applied to the number of days remaining in the first months of occupancy. This prorated rent if any, shall be deemed as the first month rent and will not be applied to any other period of the lease term.

8. OCCUPANCY

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

9. CONDITION OF PREMISES

- a.** 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 alternations, 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.

10. AMENITIES

- a.** Amenities in all units include:
 - i.** Wireless Internet
 - ii.** Streaming Service
 - iii.** Heat, water, sewer and garbage service.
 - iv.** In addition, washer and dryers are located within each building.
 - 1.** Privately owned washers and dryers are not permitted.

11. USE OF PREMISES

- a. 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.

12. LIABILITY/INSURANCE

- a. 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.
- b. The college strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property.
- c. 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.
- d. 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.
- e. Damage charges will include cost of labor and materials for repairs and/or cleaning.

13. RIGHT OF ENTRY/INSPECTION

- a. 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.
- b. 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.

14. REPAIRS AND MAINTENANCE

- a. The college agrees to maintain all units. Routine maintenance will be completed during regular business hours whenever possible.
- b. Emergency repairs, as determined by the Facilities and/or Housing Department, will be completed as soon as possible.
- c. The request for maintenance serves as authorization to enter the apartment unit and complete requested work.
- d. Residents should promptly contact the Head Resident or the Residence Life Office to report when any equipment, appliances or any other part of the unit malfunctions or needs repair.
- e. 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.

- f. 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.

15. **DAMAGE**

- a. 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.
- b. 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.

16. **PETS**

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

17. **KEYS**

- a. All keys must be returned to the Head Resident 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.

18. **DISTURBANCES**

- a. 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.
- b. 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.

19. **SMOKING/CANDLES**

- a. 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.
- b. Candles and incense are not allowed. In the event resident burns candles/incense and soot blackens any area of the unit there will be a minimum \$100 fee for cleaning and repair costs to affected areas.

20. AUTOMOBILES & PARKING

- a. Students may park vehicles on campus in designated parking areas.
- b. Trailers, boats, camping trailers, broken down vehicles, etc. may not be parked on campus without written permission of the Director of Residence Life.

21. STUDENT BEHAVIOR

- a. 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:
 - i. 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.
 - ii. The possession of any firearm or other weapon is prohibited anywhere on college property, including campus apartments.
 - iii. 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.
 - iv. 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.

22. GUESTS

- a. 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.

23. 23. VACATING

- a. 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.
- b. 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.
- c. 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.
- d. Upon receipt of a notice to vacate, the Housing Office will provide the residence with

detailed checkout information.

- e. Residents are responsible for rent charges for each day they hold keys to the unit.
- f. 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.

24. CHECK-OUT

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

25. RENT CREDITS

- a. Any rent credit owed to a resident for any unused portion of the contract will be prorated in accordance with the State Board of Higher Education Refund Policy.
- b. 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).
- c. Credit account balances are refunded by the Business Office.

26. OPTIONAL MEAL PLANS

- a. 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.

27. ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

- a. Students with documented disabilities who need accommodations in their residence hall room must contact Accessibility Services, 701-7744224. Assignments cannot be processed without a documented recommendation from Accessibility Services.
- b. Every effort will be made to provide reasonable accommodation for students with a documented disability who apply no less than 60 days prior to the beginning of the semester.
- c. Room assignment is based on the accommodations required and the date the first installment and application are received.

YOUR SIGNATURE ON THE CONTRACT INDICATES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE CONTRACT.

Please be aware that submitting this application DOES NOT guarantee placement in an on-campus apartment. It will depend on availability.