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FOREWORD

The housing staff provides this listing of policies to assist you in understanding our environment and learning about policies that impact your life within University apartments. Each policy was developed with careful consideration and consultation with residents, applicants and other parties as needed. We welcome your comments and have found your feedback very valuable. In a diverse community such as ours, we find communication to be a critical part of working and living together.

Please keep this on file with your lease as a reference and feel free to bring to our attention anything that may be in need of review.

Your apartment lease, the Code of Student Life, and the Apartment Newsletter also contain useful campus policy information.

Troy Noeldner
Associate Director of Housing

STATEMENT ON DIVERSITY

The Housing Office is committed to celebrating the rich diversity of people who live in our apartment housing communities. We believe that our living environments must foster freedom of thought and opinion in the spirit of mutual respect. All of our programs, activities and interactions are enriched by accepting each other as we are and by celebrating our uniquenesses as well as our commonalities.

The diversity of our communities takes many forms. It includes differences related to race, ethnicity, national origin, gender, sexual orientation, religion, age, and ability. We believe that an attempt to oppress any individual or group is a threat to everyone in the community. We are guided by the principle that diversity enriches our lives and our educational experiences.

Therefore, everyone who chooses to live in or visit our apartment community must understand that we will not tolerate any form of bigotry, harassment, intimidation, threat, or abuse, whether verbal or written, physical or psychological, direct or implied. Alcohol or substance abuse, ignorance, or "it was a joke" will not be accepted as an excuse. We will respond to such behavior recognizing that education is our most powerful tool.

Our community is a rich, alive, and dynamic environment that is designed to enable all individuals to stretch and grow to their full potential. Only by understanding our diversities can we create an environment where innovation, individuality, and creativity are maintained. We pledge ourselves to that end.

Adapted from:

*Statement on Diversity
Residential Programs and Services
Indiana University/Bloomington*

ELIGIBILITY REQUIREMENTS – STUDENT HOUSING

The following items constitute the eligibility requirements in Student Housing:

1. The primary reason for residence must be to enroll at UND and obtain an academic degree.
2. The leaseholder must be a graduate or undergraduate UND student. They must enroll, maintain, and successfully complete a minimum of 6 hours (summer session - 3 hours) each semester. If enrolled for the following fall semester, they do not need to enroll for the summer session.
3. The leaseholder must meet one of the following criteria:
 - a. Married and living with spouse.
 - b. Solo parent with custody of children for 50% of the calendar year.
 - c. Completion of a minimum of 90 undergraduate credit hours* prior to assignment.
 - d. Twenty-three years of age or older.
4. Single students without dependents may have roommates:
 - a. Roommate(s) must be UND students of the same gender as the leaseholder.
 - b. All roommates must be listed on the lease. The Housing Office must have prior written notice of all roommate changes.
 - c. Roommates are not required to have completed 90 credit hours or be twenty-three years of age or older.
 - d. Roommates may be eligible to assume the original lease if they meet the specified requirements (See Assumption of Lease - Single Student Apartments).
5. Three-bedroom apartments are available only to students with two or more children (custody of children for 50% of the calendar year).
6. Occupancy standards for UND Apartments are:
 - a. A minimum of one and a maximum of three residents for one bedroom apartments.
 - b. A minimum of one resident and a maximum of five for two bedroom apartments.
 - c. A minimum of three residents and a maximum of seven residents for a three bedroom apartment.

*As contained on the student's academic record which is maintained by the UND Registrar's Office.

ELIGIBILITY REQUIREMENTS -FACULTY/STAFF HOUSING

To qualify for a faculty/staff assignment, individuals must be recommended for assignment by the Dean of their respective college. Staff assignments require the approval of the appropriate Vice President. A total of 40 assignments are available each year for faculty/staff housing. Each college/division is allocated a limited number of assignments, which are made to faculty/staff meeting the following criteria:

1. The leaseholder must be currently employed by the University of North Dakota.
2. The applicant may only be assigned to apartments designated as faculty/staff housing.
3. Faculty/staff assignments are made for a maximum of one year. Assignment extensions beyond one year may only be made with the approval of the Dean of the college or division Vice President. Extensions will be made from the college's or division's allocations for the next year.
4. All leases will terminate on July 15 annually.
5. Leaseholders in faculty/staff housing, who are single, may be eligible for roommates under the following conditions:
 - a. The roommate must be eligible for a faculty/staff assignment under the same qualifications as the leaseholder (i.e., new to campus).
 - b. Roommates must be the same gender as the leaseholder.
 - c. All roommate requests must be submitted, in advance, to the Director of Residence Services for approval.

ELIGIBILITY REQUIREMENTS - GRADUATE TEACHING/ RESEARCH/ SERVICE ASSISTANTS PREFERENTIAL ASSIGNMENTS/ CERTIFIED FLIGHT INSTRUCTORS

To qualify for a GTA/GRA/GSA preferential assignment, the applicant must be a half-time or better GTA, GRA, or GSA and recommended for assignment by the Dean of the respective college. Twenty apartment assignments are available each year by the Director of Residence Services.

1. A GTA/GRA/GSA may be assigned as a married or a single student according to eligibility requirements. (See Eligibility Requirements - Single Student Apartments and Family Housing)
2. GTA/GRA/GSA preferential assignments will not be made for three bedroom apartments.
3. A GTA/GRA/GSA assigned through GTA/GRA/GSA preference is eligible to remain in housing for the period of time for which they qualify for student housing.

CERTIFIED FLIGHT INSTRUCTORS

UND Certified Flight Instructors may live in UND apartments up to 18 months following graduation provided the following conditions are met:

1. The applicant must submit a non-refundable application fee with the appropriate application.
2. Written verification of the Certified Flight Instructor status must be received from the Director of UND Flight Operations prior to assignment.
3. Assignment priority will be given to enrolled students on the waiting list.
4. Preference will be given to flight instructors who live in UND housing (apartments or residence halls) when they graduate.

ELIGIBILITY REQUIREMENTS - SUBLEASING

The following requirements apply to Subleasing:

Subleasing is permitted only during the Summer Session.* The following criteria must be met:

1. Subleasee must enroll, maintain, and successfully complete classes during the UND Summer Session or must be enrolled for the following Fall Semester.
2. A written sublease agreement must be submitted and approved through the Housing Office.
3. Subleasess need not be eligible for the designated apartment.
4. All single occupants must be of the same gender, must be listed on the sublease, and must be enrolled in the UND Summer Session or following Fall Semester.
5. All occupants must be listed on the sublease.
6. The original leaseholder must reside in the apartment the Semester following the sublease period.
7. The original leaseholder remains responsible for all bills and damages.
8. Rent must remain the same as that charged by the University.
9. All sublease agreements may begin May 15 and must terminate by August 15.
10. The maximum number of residents may not exceed 3 residents in a one bedroom apartment, 5 residents in a 2 bedroom apartment, or 7 residents in a 3 bedroom apartment.
11. If additional key(s) are ordered for the subleasee, the subleasee understands that all keys issued to them by the Housing Office must be returned by the date and time indicated on the key receipt form. Failure to return all keys by the established deadline will result in a charge to the subleasee's University account for changing the lock.
12. All vehicles must be registered with the UND Parking Office. This includes purchase and display of the annual parking permit as well as the University apartment parking lot decal.
13. Subleasess are subject to all the terms and conditions of the leaseholder's lease.

*Sublets during the academic year may be approved for leaseholders participating in University sponsored educational programs. The subleasee must be a currently enrolled UND student.

ELIGIBILITY REQUIREMENTS -POSTDOCTORAL RESEARCH FELLOWS

Postdoctoral research fellows may be assigned to University housing for a maximum of two years (a year being June 1 - May 31) provided the following conditions are met:

1. The applicant must submit a non-refundable application fee with the appropriate application.
2. Written verification of the fellowship must be provided prior to assignment.

Fellows must vacate by June 1 of their second year and must submit a written 60-day notice to vacate (See Notice to Vacate Policy). [Example: A Post Doctoral Research Fellow occupying a unit beginning August 1, 2006 must vacate this unit by June 1, 2008 and must give a written notice to vacate by April 1, 2008 or 60 days prior to the date to vacate.]

EDUCATIONAL INTERNSHIP/CO-OP POLICY

Students on an internship would be permitted to maintain their apartment unit for up to one semester providing:

1. They will receive at least one credit hour per semester for their work.
2. Written confirmation of departmental approval is provided by their department chair or advisor.
3. The apartment must be occupied by the leaseholder's family, roommate(s), or an approved sublessee (See Eligibility Requirements - Summer Session Only & Summer Subleasing).
4. Approved sublessees must qualify for the type of housing in which they will be living.

APPLICATION POLICY

The following constitutes the University apartment application policy and procedures:

1. Both student and non-student applicants must submit a written application on the appropriate form.
2. A non-refundable application fee must accompany the application.
3. Partial applications (i.e., no non-refundable application fee) will not be accepted and will be returned to the applicant.
4. Applications will be considered complete only when all application materials are received by the Housing Office. Applicants must be eligible prior to an assignment being made.
5. Assignment priority is determined by the date of the receipt of the non-refundable application fee.
6. All eligibility requirements must be verified prior to the lease being signed.
7. All changes on the application (apartment preferences, date housing is needed, etc.) must be made in writing to the Housing Office prior to the mailing of an assignment letter.
8. The applicant is responsible for updating in Campus Connection or notifying the Registrar's Office in writing of any address change. Assignments will be mailed to the Home address as listed in Campus Connection.
9. In the case of a divorce, in which both persons are seeking student housing, the non-applicant must submit an additional non-refundable application fee with an application. Both applicants retain the date (priority) of the original application. The original applicant will be considered for assignment first.
10. Persons applying for University Housing must use application types listed below:

<u>Type of Housing</u>	<u>Type of Application</u>
Faculty/Staff Housing	Faculty/Staff Housing Application
Student Housing	Student Housing Application
Family Housing, Three Bedroom	Student Housing Application for 3 Bedroom Apartments
Gallery Garage	Application for Garage Rental
*GTA, GRA, and GSA	Application for Student Apartments, or Faculty/ Staff Housing
**Post Doctoral Research Fellows	Application for Student Apartments, or Faculty/Staff Housing
Single Student	Application for Student Apartments

*If a GTA, GRA, or GSA is using one of the Faculty/Staff allocations, the Faculty/Staff Housing Application must be completed. If a GTA, GRA, or GSA is using one of the GTA, GRA, or GSA allocations or applying as a regular student, the Application for student apartments must be completed.

**Post Doctoral Research fellows who are assigned as regular students must use an Application for student apartments. Post Doctoral Research fellows who receive a preferential assignment in faculty housing must complete a Faculty/Staff Application.

APPLICATION POLICY – GARAGES

The following constitutes the University garage application policy and procedures:

1. Both student and non-student applicants must submit a written application on the appropriate form.
2. An application fee is not required.
3. Assignment priority is determined by the date of the receipt of the application.
4. All changes on the application (such as date garage is desired, etc.) must be made in writing to the Housing Office prior to the mailing of an assignment letter.
5. The applicant is responsible for updating in Campus Connection or notifying the Registrar's Office in writing of any address change. Assignments will be mailed to the Home address as listed in Campus Connection.
6. Applications are nontransferable.
7. Applications are considered for assignment on the following basis:

**FIRST CONSIDERATION:
Current Gallery Residents**

**SECOND CONSIDERATION:
Other University Apartment Residents**

**THIRD CONSIDERATION:
Other Applicants with a University Affiliation**

APPLICATION FEE POLICY

A **non-refundable** application fee is required with each application.

REQUEST TO BILL HOUSING APPLICATION FEE

1. The major purpose of the Request to Bill Housing Application Fee form is to enable those individuals unable to pay the application fee to have their names put on the apartment waiting list in return for agreeing to be billed.
2. The Request to Bill Housing Application Fee form will defer the payment of the housing application fee until the following billing statement. Arrangements for further payment delays must be made with the Bursar at the University Business Office.
3. Students must accept responsibility for all policies concerning housing application, assignment, and cancellation including any charges that may arise from the same.
4. American Indian Student Services serves as the liaison to the Housing Office for administering the housing application fee billing program (i.e., assign facilitators to students who wish to have their application fee deferred).
5. Facilitator Duties:
 - a. Facilitator signature is required prior to the approval of the Request to Bill Housing Application Fee by the Housing Office.
 - b. Facilitator signature indicates responsibility for assisting and monitoring students as they seek housing on the UND campus (i.e., applying and accepting assignment)
 - c. Ensure that the student understands their responsibility and options while seeking housing.
6. The Housing Office will:
 - a. Approve Requests to Bill Housing Application Fee.
 - b. Keep the student informed of their progress toward a housing assignment.
 - c. Make all assignments and inform the student of the same.
 - d. Answer all questions regarding housing (i.e., waiting list placement, assignment, cancellation, etc.).
 - e. Determine and institute all housing charges and credits to the student's University account.

ASSIGNMENT POLICY

1. Emergency housing program assignments will only be made to 1 and 2 bedroom apartments. Families eligible for a 3 bedroom unit are all considered to have a high need and therefore emergency housing applicants will be considered along with all applicants for 3 bedroom apartments. Emergency housing applicants desiring a 3 bedroom unit are encouraged to apply for a 3 bedroom unit early.
2. GTA/GRA/GSA preferential assignments will not be made for family housing three bedroom apartments.

A. CANCELLATIONS

1. All written acceptance or cancellations must be postmarked or received by the Housing Office within 10 days of the date on the assignment letter. A confirmation card is included with the assignment letter for this purpose.
2. Written cancellations received within the 10-day period result in the removal of the applicant's name from the waiting list.
3. Failure to accept or cancel the assignment in writing by the deadline indicated in the assignment letter and on the confirmation card, will result in the loss of the assignment and cancellation of the application.
4. Once an apartment has been accepted, a written thirty-day notice is required to cancel (unless the applicant has already moved in) and rent charges will accrue accordingly.

B. TRANSFERS

Current residents will be given 3 days to move from one apartment to another.

C. GENERAL ASSIGNMENT INFORMATION IS AS FOLLOWS:

1. **All changes on the application must be made in writing to the Housing Office prior to the mailing of an assignment letter.**
2. Notification of an assignment is mailed to **APPLICANT'S HOME ADDRESS** on Campus Connection. The applicant is responsible for updating in Campus Connection or notifying the Registrar's Office in writing of any address change.
3. Assignment of an available unit is made to the first eligible applicant on the waiting list who has indicated a preference for that type of unit on their application.
4. **An eligible applicant** is one who meets eligibility requirements for the type of housing for which they applied. The date an apartment may be assigned or occupied will coincide with or be later than the date indicated on the application ("desired date of occupancy"). An apartment may not be available by applicant's requested date.
5. Applicants are assigned to the first available apartment of those listed on the application. Assignment to the first apartment preference is utilized when more than one of the listed choices is available.

ASSIGNMENT POLICY cont'd

6. Applicants indicating a desire to accept the first available apartment will be assigned to any apartment, including those not listed as an apartment preference on the application (i.e., these units include furnished apartments or unfurnished apartments).
7. All written acceptance or cancellations must be postmarked or received by the Housing Office within 10 days of the date on the assignment letter. A confirmation card is included with the assignment letter for this purpose.
8. Written cancellations received within the 10-day period result in the removal of the applicant's name from the waiting list.
9. Failure to accept or cancel an assignment as well as written cancellation or acceptance received after the 10-day period will result in the loss of an assignment and cancellation of the application.
10. **ONCE AN APARTMENT HAS BEEN ACCEPTED, A WRITTEN THIRTY-DAY NOTICE IS REQUIRED TO CANCEL (UNLESS THE APPLICANT HAS ALREADY MOVED IN) AND RENT CHARGES WILL ACCRUE ACCORDINGLY.**
11. All assignments are made without regard to race, religion, sex, or national origin.
12. Twenty emergency housing assignments are available each year for students with special needs. Those students must meet criteria established through the Office of Trio Programs, Disability Support Services, or American Indian Student Services. (See Assignment - Emergency Housing.)
13. A limited number of apartments are available. Assignments are made as notices to vacate are received at the Housing Office.
14. Falsifying any information on the application and/or on any verification (such as marriage certificates, birth certificates, etc.) submitted in support of the application will result in the cancellation of the application from the waiting list. Referrals may also be made to appropriate campus and/or legal authorities.

ASSIGNMENT POLICY - GARAGES

Available garages will be assigned to current garage applicants according to the following criteria:

1. **FIRST CONSIDERATION:**
Current Gallery Residents

SECOND CONSIDERATION:
Other University Apartment Residents

THIRD CONSIDERATION:
Other Applicants with a University Affiliation

2. All changes on the application must be made in writing to the Housing Office prior to the mailing of an assignment letter.
3. Notification of an assignment is mailed to **APPLICANT'S HOME ADDRESS** on Campus Connection. The applicant is responsible for updating in Campus Connection or notifying the Registrar's Office in writing of any address change.
4. Assignment of an available garage is made to the first eligible applicant according to the established criteria for consideration.
5. The date a garage may be assigned or occupied will coincide with or be later than the date indicated on the application ("desired rental date").
6. All written acceptance or cancellations must be postmarked or received by the Housing Office within 10 days of the date of the assignment letter. A confirmation card is included with the assignment letter for this purpose.
7. Failure to accept or cancel the assignment in writing by the deadline indicated in the assignment letter and on the confirmation card, will result in the loss of the assignment and cancellation of the application.
8. Once a garage has been accepted, a written thirty-day notice is required to cancel (unless the resident has already moved in) and rent charges will accrue accordingly.
9. All assignments are made without regard to race, religion, sex, or national origin.

ASSIGNMENT - FACULTY/STAFF & GTA/GRA/GSA PREFERENCE

Each college is allocated a limited number of assignments, which are made to faculty and GTA, GRA, and GSAs meeting the appropriate criteria (See Eligibility Requirements - Faculty/Staff Housing). The following assignment process is used:

1. Faculty and GTA, GRA, and GSA apartment assignment allocations to various colleges are made by the Director of Residence Services to the respective Dean or Vice President in April of each year. If the Dean wishes to use one or more faculty/staff allocations for a GTA, GRA, or GSA instead of utilizing a GTA, GRA, or GSA allocation, this assignment will be considered under the provisions of faculty/staff assignments.
2. The assignment year for faculty/staff is from June 1 to July 15 of the next year.
3. Faculty/staff assignment allocations must be utilized by the respective college or division by August 1 of each year. After August 1, assignments will be made by the Director of Residence Services on a first-come, first-serve basis until the remainder of the allocations have been assigned.
4. Incoming faculty/staff and GTAs/GRAs/GSAs must complete an application for University Faculty/Staff Housing or student housing through the Housing Office (See Application Policy). All applicants must submit a non-refundable application fee.
5. The Dean of the college or Vice President approves requests for their college or division and submits a list of approved applicants to the Director of Residence Services.
6. The applicant will be notified of the date an apartment will be available. Attempts will be made to assign applicants as close as possible to the desired date of occupancy listed on their applications.
7. Faculty/staff assignments are for one year. GTA/GRA/GSA assignments are for the period of time they qualify for student housing (See Eligibility Requirements Faculty/Staff Housing & Graduate Teaching/Research/Service Assistant).
8. GTA/GRA/GSA assignments are made in regular student apartment areas for which they are eligible. GTA/GRA/GSA allocations not utilized by August 1 will be used for regular student assignments.
9. GTA/GRA/GSA preferential assignments will not be made for three bedroom apartments.

ASSIGNMENT—EMERGENCY HOUSING: DISABILITY SUPPORT SERVICES/AMERICAN INDIAN STUDENT SERVICES/TRIO PROGRAMS

Each year (June 1 to May 31) the UND Director of Residence Services will allocate 20 (twenty) apartment assignments for students participating in DSS, AISS, or TRIO Programs who are in need of emergency housing. Students **recommended** by the Emergency Housing Committee and **approved** by the Director of Residence Services will be assigned when an apartment becomes available. Applying for DSS/AISS/TRIO Programs emergency housing **does not guarantee** a housing assignment.

CRITERIA:

1. Applicants must meet eligibility requirements for family housing. (See Eligibility Requirements - Family Housing).
2. A University apartment application must be submitted with the required non-refundable application fee or approved Housing Application Fee Deferment Form.
3. Recommendations for housing assignments will be based on the emergency of the students' needs.
 - a. Preference will be given to out-of-town applicants.
 - b. Students encountering emergency circumstances, which directly affect their ability to remain in school or continue successful completion of academic work, will be considered.
 - c. The income or need of the applicant will be considered.
 - d. Married or solo parents with disabilities who have children will be given high consideration.
4. Approved applicants will be assigned to the first available unit for which they are eligible (See Assignment Policy #6).
5. Assignments will not be made to 3 bedroom units.

CHECK-IN POLICY

The individual in whose name the application was made must be present to sign the lease and complete the appropriate information. Keys will be issued only to the applicant (leaseholder). The leaseholder's spouse, parent, roommate, or other persons may not obtain keys to the assigned apartment, nor may these persons sign the lease of the applicant. The following procedure will be followed upon check-in:

1. The applicant must sign the lease listing all occupants at the Apartment Community Center, 525 Stanford Road. Appointments may be made to sign the lease Monday-Friday, 8:00 a.m.-5:30 p.m., Saturdays and Sundays, 12:00p.m. -5:30p.m. excluding University holidays. (Times may vary during University break periods, i.e. semester break and summer break.)
2. The following eligibility verification, for students with dependents (i.e. spouse or children), is required at the time of check-in:
 - a. Marriage certificate (not applicable for solo parents).
 - b. Birth certificate(s) for child(ren) of solo parents and students assigned to three bedroom apartments.
3. The apartment key(s) will be issued to the leaseholder as per the Key Issuance Policy.
4. Two passkey cards must be completed and returned to the Housing Office.
5. An Inventory and Condition Form for the assigned apartment will be provided for the leaseholder. It is the responsibility of the leaseholder to review, verify, sign, and return the completed Inventory and Condition Form to the Housing Office within ten days of the date the lease is signed. Failure to return the Inventory and Condition Form indicates acceptance of the apartment in perfect condition.
6. The leaseholder will be provided with a copy of the lease, the Key Receipt form, the Inventory and Condition Form, a policy book, and a calendar/handbook.
7. A Resident Manager will attempt to visit each new resident within 10 days of the date the lease was signed.
8. The leaseholder is advised to secure his/her own insurance against personal liability or loss or damages to his/her personal belongings. The University of North Dakota assumes no liability except as specifically provided by law.

TRANSFER POLICY

Transfers to another apartment are permitted. Due to the limited number of apartments, transfers to the townhouses may not occur during a resident's occupancy.

A. APPLICATION

1. An Apartment Transfer Application must be completed.
2. A non-refundable application fee must be submitted with the transfer request.
3. A transfer request will be considered by the receipt date of the transfer application fee.
4. Completed transfer requests will be given a receipt number which is used to determine apartment transfer assignment priority.
5. Only residents in good standing (ie. current with their rent) will be allowed to transfer.

B. ASSIGNMENT

1. Transfers will be assigned prior to applicants on the waiting list except for the time periods specified below.

Due to the influx of new residents and trying to get people settled prior to the start of new semesters, transfers will not be allowed during the following time periods:

August 1st - August 31st
December 1st - January 15th
May 1st - June 15th

2. When accepting a transfer assignment, a \$225.00 transfer fee must accompany the confirmation card. These fees defray the costs of apartment turn around and lost rental revenue.
3. Spouses of family housing leaseholders who submit family housing applications at the time they reside in a UND apartment will be required to pay \$250.00 at the time they return the confirmation card to accept the new assignment.
4. Current residents will be given three days to move from one apartment to another.

C. CANCELLATION

1. If the transfer apartment confirmation card is not returned by the deadline date or the confirmation card is returned without the \$225.00 transfer fee, the assignment will be cancelled along with the request for transfer.
2. The Apartment Transfer Application will be cancelled if a Notice to Vacate is submitted.

Parking

Apartment parking decals are color coordinated by area. When transferring to a new area, the leaseholder must contact the UND Parking Office to obtain the correct decal.

LEASE ASSUMPTION POLICY

The original leaseholder is defined as the student who submitted the first application and was assigned to the apartment as a result of making that application.

- A. Before a roommate may assume the lease from the leaseholder, each of the following criteria must be met:
1. The student requesting to assume the lease must be a roommate of the original leaseholder.
 2. This roommate must have been listed on the original (first) lease at the time that lease was originally signed.
 3. This roommate must have been eligible for single student apartments at the time the original lease was signed.
 4. The original lease may only be assumed once.
 5. The original leaseholder must agree, in writing, to offer the apartment to this roommate.
 6. The roommate must currently be eligible for assignment.
 7. The roommate must submit an application for housing.
 8. The person assuming the lease as well as the original leaseholder will be asked to sign a Single Student Lease Transfer Addendum. This form basically transfers responsibility for the condition and inventory of the apartment to the new leaseholder. Any damages indicated on this form will be assessed and charged to the first leaseholder prior to the lease transfer.
- B. In the event a leaseholder with a spouse becomes ineligible for student housing, the lease may be assumed by the eligible spouse in the following manner:
1. The leaseholder must report this information and submit a written lease transfer request to the Housing Office.
 2. The eligible spouse must sign a new lease in his/her name at the Housing Office.
 3. The new leaseholder must provide standard verification of eligibility requirements.
 4. The new leaseholder must submit an application for housing.
 5. The apartment, all billing, and all information will become the responsibility of the new leaseholder.
 6. A family housing lease may be transferred only once between spouses.
 7. Only residents in good standing (ie. current with their rent) will be allowed to transfer their lease.

NOTICE TO VACATE POLICY

In accordance with the lease, residents of University apartments must give a written 60-day notice to vacate. The notice to vacate procedure is as follows:

1. The written notice will be dated by Housing Office personnel upon receipt.
2. A letter confirming the date the resident intends to vacate and instructions for cleaning and checkout will be mailed to the leaseholder.
3. The leaseholder will be responsible for 60 days rent from the date the notice to vacate is received by the Housing Office, or until the last day the leaseholder occupies the apartment, whichever is longer. If the apartment is rented before this 60-day period has elapsed, the account of the previous leaseholder will be credited for the number of days the apartment was occupied by the new resident.
4. The specific dates below indicate when residents who graduate or discontinue enrollment at the end of an academic term must give a written 60-day notice and vacate University housing.*

Discontinued Enrollment Date - End of Fall Semester

MUST VACATE BY - December 31

MUST GIVE NOTICE BY - November 1

Discontinued Enrollment Date - End of Spring Semester

MUST VACATE BY - May 31

MUST GIVE NOTICE BY - April 1

Discontinued Enrollment Date - End of Summer Session

MUST VACATE BY - August 14

MUST GIVE NOTICE BY - June 15

5. Residents who discontinue enrollment or become ineligible for their apartment during a semester must give a written 60-day notice to vacate on the date they are no longer eligible.
6. Failure to give 60-day notice by the deadline indicated in #4 or failure to properly checkout with a UND staff member will result in a \$50.00 improper checkout fee, all rent due, and any additional cleaning/repair charges.

*Requests for extensions may be considered for academic situations.

Faculty/staff residents please see Faculty/Staff Housing - Vacating Policy.

FACULTY/ STAFF HOUSING - VACATING POLICY

In accordance with the lease, residents of University Faculty/Staff apartments must give a written notice to vacate. The notice to vacate procedure is as follows:

1. Faculty/Staff leases terminate May 15 unless an extension is granted. A written request to terminate the lease effective December 31 will be considered if received by the Housing Office by November 1.
2. A letter confirming the date the resident intends to vacate and instructions for cleaning and checkout will be mailed to the leaseholder.
3. Failure to properly checkout with a UND staff member will result in a \$50.00 improper checkout fee, all rent due, and any additional cleaning/repair charges.

NOTICE TO VACATE POLICY - GARAGES

The notice to vacate procedure is as follows:

1. The written notice will be dated by Housing Office personnel upon receipt.
2. A letter confirming the date the resident intends to vacate and instructions for cleaning and checkout will be mailed to the leaseholder.
3. The leaseholder will be responsible for 60 days rent from the date the notice to vacate was received by the Housing Office, or until the last day the leaseholder occupies the garage, whichever is longer. If the garage is rented before this 60-day period has elapsed, the account of the previous leaseholder will be credited for the number of days the garage was occupied by the new resident.

HOUSING EDUCATIONAL LEAVE POLICY

To accommodate students who must vacate University housing for an educational leave, the following policy has been established:

1. A leaseholder who moves as a result of a UND educational program is eligible to retain their established priority providing a housing application and application fee has been submitted prior to the leaseholder's checkout or date of withdrawal from UND, whichever occurs first.
2. The leaseholder (applicant) will retain their established priority number following proper application. The applicant will then be considered for reassignment for the DATE they indicate based on the priority established by the date they originally applied for housing.
3. This privilege shall be in effect for one academic year from the date of the University apartment checkout, 18 months for Medical School leave.
4. When one academic year has elapsed, assignments are made according to the priority established by the last UND apartment application fee receipt date.

CHECK - OUT POLICY

Each resident must furnish the Housing Office with a written notice to vacate, 60 days in advance of the date they wish to leave. The resident is responsible for a minimum of 60 days rent after notification of termination, or departure without notification (See Notice to Vacate Policy) (Residents of Faculty/Staff housing should refer to the Faculty/Staff Housing-Vacating Policy for the vacating policy that applies to them.). The following checkout procedures have been established for vacating residents:

1. A letter confirming the date the resident intends to vacate and instructions for cleaning and checkout is mailed to the leaseholder.
2. A checkout appointment must be scheduled with a University apartment staff member through the Housing Office five days prior to the checkout. A staff member will conduct the checkout with the vacating resident present whenever possible.
3. Each vacating resident is expected to leave the apartment clean and ready for the new occupant. Charges for damages and cleaning are assessed by comparison with the original Inventory and Condition Form. If this form is not on file, the leaseholder agrees that the apartment was in perfect condition upon check-in and is checked out under that acceptance.
4. Checkout is complete only when all keys are returned to the UND apartment staff member and the condition of the apartment has been verified.
5. Final electricity charges are calculated at the time of checkout and are charged to the leaseholder's University account.
6. The leaseholder will be provided a completed copy of the Inventory and Condition Form and the Check-Out Sheet following the check-out.
7. Failure to check out of the apartment properly may result in a \$50.00 improper check out fee.
8. Any questions on assessments should be directed to the Housing Office (See Repair and Maintenance Policy).

PAYMENT POLICY

The University reserves the right to revise the rent and/or terms and conditions for any portion of the term remaining, subject to 60-day written notice to the leaseholder. The following information applies to charges and payments assessed through the Housing Office:

1. All charges are billed to the leaseholder's University account and payable at the Business Office, Twamley Hall.
2. Rent is for the period specified in the lease.
3. Rent is payable on or before the first day of each month.
4. In addition to occupancy, rent includes all utilities listed on the lease.
5. Electricity is for the period from the 15th of the previous month to the 15th of the current month, except for those units where electricity is included in the rent.
6. Charges for damages, cleaning, and/or miscellaneous bills will be reflected on the leaseholder's University account.
7. Student leaseholders will not be mailed a paper statement, therefore, student leaseholders are responsible for reviewing their University account through the Campus Connection portal.
8. Non-student leaseholders will receive a monthly paper statement from the UND Business Office as they are unable to view their University account through the Campus Connection portal.
9. The leaseholder must make regular monthly rent payments to the UND Business Office.

KEY ISSUANCE POLICY

Leaseholders are issued keys according to the following criteria:

1. Each apartment leaseholder will be issued apartment door keys as indicated below:
 - a. One key for each person listed on the lease, age 11 and older.
 - b. A key may be issued to a child under 11 that can demonstrate knowledge of information necessary to do things on their own and handle emergency situations. This requires the successful completion of a “survival skills” test as prepared by the Housing Office.

The privilege of having additional keys for children is extended to assist the leaseholder’s immediate family members, and it is not extended to provide supervision of neighboring children. Additional keys for children may be revoked if problems result from lack of supervision.

2. University keys may not be duplicated.
3. All keys remain the property of the University of North Dakota and must be returned to a University apartment staff member at the time of checkout.
4. In the event a key is lost, the leaseholder’s University account will be billed for changing the lock(s). New keys will be issued to the leaseholder.
5. Passkeys are available for residents who are locked out of their apartments provided the passkey cards have been completed and returned to the Housing Office (See Pass Key Issuance Policy).
6. Keys may be issued to subleasees provided:
 - a. A sublease agreement is on file at the Housing Office.
 - b. The person listed as the sublessee requests and signs for the additional keys.
 - c. All additional keys must be returned to the Housing Office upon termination of the sublease.
 - d. Persons who do not return all keys issued to them will be charged for recoring the lock(s).

PASSKEY ISSUANCE POLICY

The use of a passkey is a privilege extended to residents of University Apartments. The leaseholder must authorize other persons to be issued such a key. The passkey card carries the signatures of all authorized individuals.

A. LOCATION OF PASSKEYS

1. Passkeys may be secured at the Wilkerson Service Center after business hours (after 4:30pm).
2. During business hours, passkey can be secured at the Housing Office.

B. PASSKEY CHECKOUT PROCEDURE

1. The resident must request use of a key.
2. The resident must sign the signature card or Key Receipt.
3. Identification will be requested (drivers license, etc.). Office personnel will compare the signature with the original signature if no identification is available.
4. The resident must agree to return the key by 12:00pm the next business day if the passkey is checked out at Wilkerson Service Center. If the passkey is checked out at the Housing Office, the passkey must be returned by the agreed upon time. There is a late return penalty and a charge for recoring the lock(s) if the key is not returned.
5. There is a charge per passkey issuance if the Wilkerson Service Center is unable to issue a passkey because:
 - a. The passkey cards have not been returned.
 - b. Authorized signature of the person requesting a passkey is not on the pass key card.
 - c. A previously checked-out passkey has not been returned.

C. PASSKEY ABUSE

If abuse of this privilege occurs, as determined by a Housing administrator, the leaseholder will be notified of the abuse in writing. Abuse is generally described as checkout of the passkey more than ten times during the calendar year. Loss of the privilege may result for one or all family members.

D. SUMMER & HOLIDAY ISSUANCE

In the event that the Wilkerson Service Center is not open, or in the event that the office is without a passkey, an apartment staff member may be contacted to issue a key or open an apartment. Contact should be made first to UND Facilities at 777-2591.

E. OTHER UNIVERSITY RIGHT OF ENTRY REASONS

See Right of Entry Policy.

RIGHT OF ENTRY POLICY

The University's authorized representatives may enter all University housing units with a passkey in the following situations:

1. **Emergency:** When a suspected emergency exists (i.e., fire or broken water pipe).
2. **Service:** To complete needed or requested repairs, maintenance, inventory checks, pesticide spraying.*
3. **Safety:** To conduct safety inspections.*
4. **Violations:** When a violation of the apartment lease or University apartment policies is suspected.

*Whenever possible, the University will attempt to give the leaseholder 24 hours prior notice before these apartment entries. Requested maintenance by residents will be considered prior notice.

REPAIR & MAINTENANCE POLICY

The University agrees to maintain all University apartments. Routine maintenance and repairs will be completed during normal business hours. Emergency repairs as determined by Facilities and/or Housing personnel will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment and do requested work. Each leaseholder should notify their Resident Manager of necessary repairs to University property. It is the leaseholder's responsibility to replace all burned out light bulbs and fuses in their own apartment, excluding those which are part of University-owned appliances.

The following maintenance and repair policy applies to University apartment residents:

1. **LAWN** - Facilities will maintain lawns in all areas.
2. **SNOW REMOVAL** - Each leaseholder is responsible for the removal of snow from around their apartment doors and on sidewalks leading toward the main sidewalk. The University will remove snow from all University streets and sidewalks which run parallel to University streets.
3. **DAMAGE REPAIR CHARGES** - Repairs, necessitated as a result of negligence or carelessness on the part of the leaseholder, the leaseholder's family, or guests, will be billed to the leaseholder's University account. Appeal of damage charges may be made to an administrator in the Housing Office (See Appeal Policy).
4. **OUTSIDE WATER SPIGOTS** – Residents' rent pays only for water used within the privacy of their apartments. Outside water spigots are to be used by Facilities only.
5. **TELEPHONE** - The University is not responsible for the maintenance/repair of telephone lines, wiring, jacks, etc.

GROUNDS

Apartment complex grounds are maintained by University Facilities. In order to maintain pleasant surroundings in the apartment areas, appreciation for the trees, lawns, and shrubbery is important. Please ask your children not to climb the trees or play in planted areas. Charges will be assessed to residents who damage or destroy shrubbery, trees, grass, etc.

Preventative maintenance treatment is used on lawns, trees, and bushes. Residents will be notified of any chemical treatment applied to the grounds. Information regarding the type of chemical used will be made available at the Housing Office.

Due to the difficulties with ground upkeep (i.e. mowing, spraying for dandelions and weeds, etc.) residents are not permitted to plant flowers or vegetables around their apartments. Self-contained planters are permitted if placed near your apartment, but must be easily movable in the event ground crew personnel need to move it to mow, etc.

Motorized vehicles are not allowed on the grass or sidewalk areas of any of the complexes.

Feeding wild animals and fowl is prohibited.

(See also, Repair & Maintenance Policy)

BUILDING EXTERIOR/OUTDOOR POLICIES

A. ANTENNAS/SATELLITE DISHES

Television cable hookup is provided with each apartment. Antennas and satellite dishes are not to be attached to the outside of apartments or in areas around the apartment. This also pertains to ham radio antennas.

B. BIRD FEEDERS/BIRD HOUSES

Bird feeders and birdhouses are not allowed in any of the apartment complexes.

C. OUTSIDE YOUR APARTMENT

Apartment residents are responsible for the upkeep and condition of the area directly adjacent to their apartment. All porches, balconies, patios, landings, hallways, and grounds are to be cleared, kept clean and orderly. Appliances, indoor furniture, food, cardboard boxes, carpet, mattresses, hazardous chemicals, trash, recyclables, and tools cannot be stored in these areas. Porches and balconies are not to be used for clothes drying. Children are not permitted to play on balconies, hallways, or landings.

Recognizing that it is impossible to outline in complete detail what is permissible to be placed outside the apartment, management retains complete discretion in this regard. Residents are not permitted to make additions or alterations to the structure. This includes adding hooks or nails to the exterior.

D. RUMMAGE/YARD SALES

Rummage/yard sales are not permitted in front of or around individual apartments. Residents interested in the sale of personal items may reserve the Northwestern Drive Meeting Room as a "sale" location or partake in one of the annual Apartment Rummage sales sponsored by and held at the Apartment Community Center. For more information on either of these options please contact the Apartment Housing Office at 777-3763.

E. FLAGS, SIGNS, POSTERS AND OTHER MEDIA ITEMS

The display of flags, signs, posters, and other media items on the outside of apartment buildings is prohibited except where provided for by state law.

SUMMER POLICIES

A. AIR CONDITIONER INSTALLATION

Though not prohibited, the use of private air conditioners is strongly discouraged due to energy conservation and the prevention of future power outages. The policy regarding air conditioner installation is as follows:

1. Request permission to install the air conditioner by completing an Appliance Request Form.
2. Resident is responsible for installation of their air conditioner.
3. University personnel will **not** install air conditioners.
4. No electrical or window alterations will be permitted. The air conditioner must operate with 110 amp power.
5. Any fillers must be painted cream or dark brown to compliment the color of the building.
6. All air conditioner installations must be inspected by UND Facilities. Inspections can be arranged by contacting your Resident Manager.
7. Residents will be responsible for any personal or property damage resulting from air conditioner installation or use.

The use of tin foil on apartment windows to prevent the sun's rays from entering an apartment is **prohibited**. There is a potential that this could lead to broken glass. Instead, it is suggested that residents use a light darkening shade or curtain to block the sun's rays.

B. WADING POOLS

The use of personally owned wading pools is allowed during the summer months. If you purchase a pool, please be aware of the following factors and select a **small sized** wading pool:

1. An adult must supervise the pool.
2. The pool is to allow the kids (and adults) to have a small amount of water to cool off in (not a swimming area).
3. The pool must be emptied after each use.
4. Garden hoses are not permitted.
5. UND is not liable for injury, accident or damages for their use/misuse.

C. SKATEBOARD RAMPS

Due to safety and liability concerns, skateboard ramps are prohibited.

SUMMER POLICIES cont'd

D. PLAYGROUNDS

Long warm summer days bring about an increase in the number of children playing outdoors, and that means a greater responsibility for the parents of these children. Consequences for not abiding by these policies may include the temporary loss of playground privileges or being billed for broken or damaged equipment or items belonging to other people.

1. An adult must supervise children at all times.
2. Encourage children to share playground equipment by "taking turns."
3. Be aware of the "toys" your children may bring into the play area. Sticks, matches, glass, knives or other weapons are not allowed.
4. Do not allow children to climb on trees, roofs, dumpsters, etc.
5. Report damaged equipment to your Resident Manager.
6. Threatening actions, fighting, name-calling, or inappropriate language is not acceptable playground behavior.
7. Teach your children that dumpsters, autos, roadways, and parking lots are "**OFF LIMITS**" as play areas.
8. Be aware of the noise levels that your children or his/her playgroup are producing. Remember that others are trying to relax, study, or sleep.
9. Rocks, mudballs, clayballs, or sand should not be thrown.

E. BARBECUE GRILLS

The use of barbecue grills in the apartment community requires special attention. A few precautions can prevent a happy cookout from turning into a disaster.

1. All barbecue grills **must** be attended by an adult at all times when there are hot coals.
2. As a courteous barbequer, please take note of where the smoke from your grill is going and shift positions as needed.
3. Always barbecue a safe distance away from a building or vehicle.
4. When you are done cooking, you should douse the coals with water completely so there are no coals left burning. **DO NOT THROW HOT COALS ON THE GROUND OR IN A GARBAGE DUMPSTER.**
5. NEVER leave lighter fluid unattended where children can reach it. Use only those lighter fluids specifically designed for barbecues.
6. Gas grills may not be stored indoors.

SUMMER POLICIES cont'd

F. PLANTING

Due to the difficulties with ground upkeep (i.e. mowing, spraying for dandelions and weeds, etc.) residents are not permitted to plant flowers or vegetables around their apartments. Self-contained planters are permitted if placed near your apartment, but must be easily movable in the event ground crew personnel need to move it to mow, etc.

G. WATER USAGE

Residents pay only for water used within the privacy of their apartments. No additional amount of water for car washing, yard watering, etc., has been figured into the budget, nor included in the rent. Outside spigots are to be used by Facilities only.

H. OUTDOOR STORAGE

Patio/Outside Apartment Areas (Six Plexes, Northwestern Drive, 3725 University Avenue, Townhouses, Gallery): The area right outside of your apartment (i.e. patio, balcony, etc.) are not to be used as storage areas. The only items that are permitted are seasonal items such as *patio chairs, BBQ grills, flower box, etc.* All other items must be stored within your apartment. Residents will be asked to remove any items that are deemed inappropriate such as, but not limited to, *tires, tables, desks, garbage, boxes, Rubbermaid containers, car batteries, etc.*

SAFETY & SECURITY POLICY

The University of North Dakota assumes no liability except as specifically provided by law. Leaseholders are advised to secure their own insurance against personal liability, loss or damages to their personal belongings, i.e., electric cords, bicycles, etc. University housing administrators have the safety of residents as an ongoing concern and have developed the following policies with safety and security in mind.

A. GENERAL SAFETY:

1. Playground activities shall be supervised by and be the sole responsibility of the parents of children occupying University apartments.
2. Walkways, hallways, stairs, stairwells, sidewalks, and other common areas in and around apartments or buildings must be kept free of bicycles, toys, rugs, garbage, and other objects.
3. Bicycles and other items are not permitted to be stored near or chained to light poles, stairwells or similar objects. These items, if improperly stored, will be removed at the owner's expense.
4. Recreational vehicles (campers, trailers, boats, etc.) must be stored off University property.
5. Children are not permitted to play in public hallways or common areas.
6. Used motor oil, antifreeze, turpentine or oil base paint may not be disposed of on the ground or in University dumpsters. Used motor oil may be taken to 724 N. 47th St. and deposited into a container marked "used oil recycling" at the Public Works Building. Oil filters should be drained and placed in the filter box. Place in the container marked "oil filters" at the Public Works Facility. Call the Environment Coordinator (746-2713) to arrange for disposal of other hazardous substances.
7. Household cleaning supply containers should be emptied, and disposed of with other trash in a University dumpster.
8. Do not dispose of any prescription drugs in University dumpsters. Unused prescriptions should be flushed down the toilet. Medical waste - needles, syringes, or lancets need to be placed in a strong plastic container with a screw-on cap. Drop off at Altru Hospital in the receptacle marked "Environmental Container" inside the boiler plant entrance.
9. During April, May, June and July, specific designated storm shelter information will be printed in the Apartment Newsletter.
10. Residents are expected to report any obvious safety or health hazards.
11. Mold/Mildew: Mold occurs naturally in the environment and there currently exists no federal or state standards for permissible levels of mold. Resident is required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Resident is required to notify the Housing Office promptly within 24 hours about the existence of water leakage or overflow in or about the premises.
12. Residents agree to respect the rights of other residents and to conduct themselves in a manner conducive to a harmonious living environment. Domestic abuse against a spouse, child, or guest will not be tolerated. Termination of the housing lease will be pursued if a resident demonstrates an inability to abide by the requirements of group living.

SAFETY & SECURITY POLICY cont'd

B. FIRE SAFETY

1. Leaseholders shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Grand Forks Fire Department.
2. The University assumes no responsibility for losses due to fire.
3. The University agrees to install and maintain smoke detectors in each sleeping room. It is the leaseholder's responsibility to check the indicator light periodically to ensure it is functioning. The University will test all smoke detectors and fire alarms twice a year.
4. No rubber or foam back carpet is permitted because of the toxic fumes given off by these substances during a fire.
5. When the fire alarm sounds, residents are expected to evacuate the building. Those who do not evacuate are subject to arrest by the Grand Forks Fire Department personnel.
6. **Per Grand Forks City Code:** No person shall tamper with, attempt to tamper with, molest, damage, move, or otherwise disturb a smoke or product-of-combustion detector. This includes removal of batteries. Any person tampering with a detector shall be fined not less than three hundred dollars (\$300) nor more than five hundred dollars (\$500) for each offense. A separate offense shall be deemed committed on each day during which a violation occurs.

C. CHEMICAL/HAZARDOUS MATERIAL SAFETY-LEAD PAINT

1. According to the Centers for Disease Control, lead poisoning is the leading environmental health risk. Lead accumulation in a person's system may lead to fatigue, sudden behavioral change, abdominal pain, anorexia, chronic headaches, joint aches, depression, anemia, impotence, and severe fetal damage in unborn infants.
2. Buildings, primarily those that were constructed or painted prior to the early 1980's, may contain lead-based paint. Because common sources of lead exposure include ingestion (lead paint) or inhalation (lead-containing dust), it is important to identify all areas that contain lead paint. Lead paint must be encapsulated or removed by qualified persons.
3. The following places should also be inspected for lead paint:
 - a. Areas where young children or pregnant women are present.
 - b. Areas of flaking or deteriorating paint.
 - c. Areas that were built or painted prior to the early 1980's. (Lead testing is particularly important before beginning renovation on older buildings.)
4. Lead-based paint issues at the University are normally handled by the Facilities Department, phone 777-2591. The Occupational Safety and Environmental Health Office serves as a resource for Facilities' Lead-based Paint Teams.
5. *University Apartments:* Under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, all University apartment leaseholders in pre-1978 housing must be warned of lead-based paint and lead-based paint hazards.

SAFETY & SECURITY POLICY cont'd

Exceptions:

- a. Renewal of leases where all information has been disclosed previously and where the University has acquired no new information.
 - b. Leases of apartments which have been inspected and found to be free of lead-based paint and lead-based paint hazards.
 - c. Residence halls, fraternity houses, and sorority houses are exempt from the Residential Lead-Based Paint Hazard Reduction Act.
6. Before a leaseholder becomes obligated under any lease, the University must disclose certain information to the leaseholder. The following information is provided to each leaseholder of a University apartment that falls under the requirements of the Lead-Based Paint Hazard Reduction Act:
- a. An EPA-approved information pamphlet on identifying and controlling lead-based paint hazards.
 - b. Any known information concerning lead-based paint or lead-based paint hazards. The University must disclose information such as the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
 - c. Any records and reports on lead-based paint specific to the leased unit, which are available to the University.
 - d. An attachment to the lease, which includes a Lead Warning Statement and confirms that the University has complied with all notification requirements for landlords. A University Housing representative and the leaseholder must sign and date the attachment.
7. The University maintains copies of all disclosure forms signed by the leaseholders.

D. STORAGE

1. Storage of the following is **not** allowed:
 - a. Explosives or blasting agents.
 - b. Flammable or combustible liquids.
 - c. Flammable or combustible chemicals.
 - d. Flammable liquid or combustible material powered equipment.
 - e. Containers which once contained flammable liquids unless certified free of explosive vapors by the Safety and Environmental Health Office.
 - f. Contraband, illegal substances, or any other item that would contravene any laws.
 - g. No combustible materials can be stored in equipment rooms or attic areas or similar spaces.
 - h. No items that are determined by the University Safety and Environmental Health Office to be of a danger to life and property.
 - i. Garbage is to be promptly disposed of in the appropriate dumpster and may not be stored in or around a University apartment.
2. Storage in buildings shall be orderly, shall be more than 2 feet from the ceiling, and shall be so located as not to endanger exiting from the storage room or building.

SAFETY & SECURITY POLICY cont'd

E. WEAPONS

Leaseholders of University Apartments are allowed to possess and store weapons and ammunition within apartments according to the following policy:

1. **Firearms:** All guns must be secured with a trigger lock at all times while inside the living unit and while in transit to and from a vehicle.
2. **Hunting Bows:** Must be kept in locked cases while within the living unit and while in transit to and from a vehicle.
3. **Ammunition and hunting arrows:** Ammunition and hunting arrows must be stored and locked separately from weapons. They must not be visible and must be out of reach of children. At no time may live or discharged rounds nor arrows/tips be given to children.
4. Residents wishing to keep a firearm on campus must complete a Permission to Possess a Firearm on Campus Form at the University Police Department. This is to insure that persons wishing to keep firearms are informed of the North Dakota State Laws pertaining to such possession. Some information about the weapon, including the serial number, is required.
5. As with all valuables, it is recommended that the leaseholder maintain a record of serial numbers, as well as the make, model, and value of the property in case of theft or fire.
6. Ammunition to be disposed of should be brought out to the Grand Forks Landfill and given to the gate attendant.

Residents should understand that the possession of weapons on the UND campus is not allowed as per the Code of Student Life. Apartment residents are granted an exception because the campus is their permanent residence. The intent is to allow persons who hunt, possess weapons as a requirement of a job, or collect heirlooms to keep such weapons if properly stored and maintained. Compliance with the requirements of this policy is imperative to ensure the continuation of this privilege.

For safety reasons we also ask that:

1. The firearm always be treated as if it were loaded.
2. When storing a firearm, check the chamber to make sure that it is not loaded.
3. Store firearms in cases and/or locked cabinets whenever possible.
4. Never mix alcohol and weapons.
5. Always exercise extra caution with regard to weapons due to the close neighborhood environment on campus.

SAFETY & SECURITY POLICY cont'd

F. LOFTS

The University recommends that students NOT build lofts. Design, size, skill in construction, and types of materials vary considerably. Therefore, any person constructing a loft is solely responsible for any and all damage, liability, and personal injury resulting from such construction.

Lofts must be free standing (no suspended lofts). All legs must be on the floor (not on ledges or furniture). There must be eighteen inches between lofted beds. Given the different ceiling heights in the apartments, it is recommended that the loft be at least 2'6" from the ceiling to the top of the mattress. Additionally, lofts must be 3'6" below a ceiling mounted smoke detector and must have the same straight-line clearance from a wall mounted smoke detector. The lofts must not block the direct exit from the room nor be built blocking the window. The superstructure of the loft must not be built above the platform of the loft nor is there to be any room-spanning crossbeams. All areas in contact with walls or ceilings must be padded. Waterbeds and water mattresses may not be lofted.

The University reserves the right to direct the residents to remove from their apartment any hazardous materials, including lofts. The Director of Residence Services or their designee will make the final decision regarding removal of such materials.

G. SEX OFFENDER INFORMATION

North Dakota has a sex offender registration law that requires persons convicted of sex crimes register with local police departments. You may access this information by contacting the Grand Forks Police Department, 122 South 5 Street.

H. FIREWORK

Fireworks are prohibited in the University Apartment Community.

AUTOMOBILE & PARKING POLICY

Parking regulations are enforced by UND Police and reviewed by the UND Traffic Parking Committee.

1. Automobiles shall be parked only in the areas provided for that purpose.
2. Speed limit on area streets shall not exceed 15 MPH unless otherwise posted.
3. All vehicles must be registered with the UND Parking Office. This includes the purchase and display of the annual parking permit as well as the University apartment parking lot decal.
4. Only **two** cars are allowed per apartment. If additional housing decals are needed, an additional parking permit will need to be purchased for each additional housing decal.
5. One assigned parking space is provided for each apartment. Unassigned spaces may be used for residents' extra vehicles.
6. Parking at the University of North Dakota is for motorized vehicles only. All other equipment (campers, boats, trailers, etc.) must be stored off campus. **All unauthorized equipment will be removed at the owner's expense.**
7. It is the responsibility of the resident to instruct guests to park in visitor zones. Residents may also choose to have guests park in their assigned space. Any guest that will be parked in the assigned resident space or a visitor space in excess of 72 hours, must register their vehicle with the UND Parking Office.
8. Visitor parking is reserved for guests **only**. Due to the limited number of spaces available to serve the large number of apartments, residents will be issued tickets for parking in these spaces.
9. One headbolt heater outlet is provided for most apartments with usage metered to the individual apartment. Headbolt heater outlets are not provided for residents of 510 Harvard.
10. Motorized vehicles may not be driven or parked on the sidewalks or grass.
11. When a vehicle is apparently mechanically inoperable, **or has not been moved for 14 days**, the car will be impounded at the owner's expense. Contact the UND Parking Office if your vehicle will be left at the University unattended for more than 14 days.
12. All UND Motor Vehicle Regulations* must be obeyed.

*Current UND Motor Vehicle Regulations are available from the UND Parking Office.

INSECTICIDE SPRAYING

Residents having a particular problem with a certain type of insect should note the problem. Please include the type of insect and the location of the problem. The resident should then contact their Resident Manager who will submit a work order.

Mandatory:

Mandatory spraying in a building, floor, or area may be necessary on occasion when a particular problem with insects exists. Cockroaches, for example, are scavengers and are capable of transmitting diseases such as dysentery, typhoid fever, and cholera. When a problem exists with such pests, it may be necessary to spray every apartment in the area or the roaches may migrate to the un-sprayed apartment. The University will give 24-hour notice to residents when mandatory spraying is necessary. Mandatory spraying requires that each resident remove all belongings as indicated below:

1. Remove all items from the kitchen cupboards.
2. Remove all items from under counters.
3. Remove all items from under the kitchen and bathroom sinks.
4. Remove all clothing from closets (upon request only).

CONDITION OF PREMISES POLICY

The leaseholder accepts the indicated apartment in its present condition and agrees to keep the premises, including University furniture and furnishings, in good clean condition.

1. No alterations, additions, or deletions to the premises will be made without prior written approval from the Housing Office.
2. The leaseholder is responsible for the payment of all repair and cleaning charges made necessary by negligence or carelessness.
3. Repair and cleaning charges are billed to the leaseholder's University account.
4. University furniture and fixtures shall not be removed from the leased premises.
5. The University will not assume responsibility for personal property, including that which remains on the premises or in common areas after termination of the lease or which appears to be abandoned.
6. Personal property (renter's) insurance is advised. The University of North Dakota assumes no liability, except as specifically provided by law, against personal liability or loss or damages to personal belongings.

USE OF PREMISES POLICY

1. The apartment is rented as student housing and may not be used for any commercial purpose whatsoever.*
2. The display of flags, signs, posters, and other media items on the outside of apartment buildings, doors, University lawns, hallways, laundry areas, and common areas (other than bulletin boards) is prohibited except where provided for by state law.

*(See Solicitation & Sales Policy and Childcare Provider Policy.)

SOLICITATION & SALES POLICY

University apartments are rented as student housing and may not be used for any commercial purpose except those listed within this policy. A commercial business is classified as any of the following:

1. A showplace or advertising headquarters for a product.
2. A place for producing a product.
3. A storage area for a product to be sold.

Solicitation is defined as the sale, or offer for sale, of any property or service. Solicitation also includes the recruitment of a person for any organization or business. The following solicitations have been authorized:

1. Tupperware, Amway, Fuller-Brush, Wicker, Avon, Mary Kay, Princess House.
2. Newspapers and dairy subscriptions.
3. Campus-sponsored activities to include ticket sales, membership fee collection, and promotional sales.
4. Community nonprofit organizations including Cancer Fund, Muscular Dystrophy, United Way, Girl and Boy Scouts.
5. Sale of services, described as typing and occasional babysitting (See Childcare Policy).
6. Political Campaigns (See Use of Premises).

No door-to-door solicitation is permitted in the University Apartment community without prior written authorization from the Housing Office.

If authorized by the Housing Office, the door-to-door solicitor will be issued a copy of an approved UND Apartment Solicitation Form. The solicitor agrees to abide by the following provisions:

1. Door-to-door solicitations will be limited from 9:00 AM to 8:00 PM seven days a week.
2. The solicitor must be able to present upon request, a copy of the approved UND Apartment Solicitation Form and personal identification (i.e., license, etc.) to any UND apartment resident or any University official.
3. The solicitor must honor any resident's request for no solicitation, communicated verbally, or by sign indicating "No Solicitation," posted on the resident's main entrance door.
4. During a solicitor's presentation at a resident's home, the solicitor must honor any resident's request to discontinue solicitation at said residence.
5. The solicitation must not disturb or interfere with the regular academic or institutional programs being conducted on the campus.
6. The solicitation must not interfere with the free and unimpeded flow of pedestrian or vehicular traffic on sidewalks, streets, or entrances to campus buildings.

SOLICITATION & SALES POLICY cont'd

7. The solicitor must not harass, embarrass, or intimidate the person or persons being solicited.
8. An adult must accompany children under 12.
9. Flyers may not be distributed under car windshield wipers.

Violations of the Solicitation and Sales Policy may result in the revocation of the UND apartment solicitation approval.

RUMMAGE/YARD SALES

Rummage/yard sales are not permitted in front of or around individual apartments. Residents interested in the sale of personal items may reserve the Northwestern Drive Meeting Room as a "sale" location or partake in one of the annual Apartment Rummage sales sponsored by and held at the Apartment Community Center. For more information on either of these options please contact the Apartment Housing Office at 777-3763.

ABANDONED PROPERTY POLICY

The following procedure will be used when the owner of a specific property is unknown.

1. A University apartment staff member will complete an abandoned property storage tag listing the exact information about the items including color, make, model, location, and serial number (if available). This tag will then be attached to the item in question.
2. A memo will then be sent to the residents residing in the area where the item is located. This memo will include the description of the item and its location.
3. A deadline of seven calendar days from the date the memo is expected to be delivered will be established for the removal of the item. If the memo is being distributed at a time when school is not in session or vacation is anticipated, extra time will be allowed for the removal of the item. When a safety hazard is apparent, the item may be removed to a proper storage area or disposed of immediately.
4. The memos will be distributed to each resident and posted on each public bulletin board.
5. If the item is not removed by the deadline date, the item will be disposed of according to North Dakota State Law and University policy.

PET POLICY

Pets are **not** permitted within University apartment units, buildings or on the grounds. Visiting pets are also prohibited and subject to a fine which will be assessed to the leaseholder the pet is visiting.

Fines - A fine may be assessed to a leaseholder who is in violation of the pet policy. All fines will be billed to the leaseholder's UND account with written notice given to the leaseholder.

*The only permitted animals are fish in aquariums. Cats, dogs, mice, gerbils, guinea pigs, ferrets, newts, turtles, etc., are not permitted.

Enforcement: Violation of any Apartment Housing Policy can result in immediate termination of the lease. In general, a first time pet violation will be assessed a fine, be placed on housing probation, and will be expected to remove the animal immediately. A second violation will result in termination of the apartment lease.

SMOKING POLICY

1. Smoking is prohibited in all UND apartments as well as any public area of any building. It is the leaseholder's responsibility to ensure that roommates, other family members, or guests do not smoke while in the apartment building.
2. Smoking may take place a minimum of 20 feet away from the exterior of the building.
3. Violations of these policies could result in termination of the lease.

A more comprehensive policy regarding tobacco-free UND will be forth coming in October of 2007.

SAGE, SWEETGRASS, AND CEDAR POLICY

The religious use of sage, sweetgrass, and cedar in accordance with their well-established manner of use within the Native American ceremonial traditions for the purpose of purification and prayer is permitted in UND apartments. We value diversity and the strength and richness it brings to our community experience. We recognize that for many these are essential cultural and spiritual practices that contribute to personal and community vitality.

WATERBED POLICY

Waterbeds are permitted in all University apartments. The leaseholder will be responsible for any/all damages that may result from the use of waterbeds.

1. Residents are encouraged to obtain personal insurance for protection against damages resulting from the use of a waterbed.
2. The University does not inspect nor approve the installation of waterbeds or similar water type furnishings.

CHILDCARE PROVIDERS POLICY

Residents of University housing are permitted to operate home-based childcare within the leased premises, providing they are licensed providers. A license for a family childcare home is required if early childhood services are provided for four or more children ages twenty-four months and under, or more than five children at any one time.

1. Residents are considered to be operating a business and must be licensed when one or more of the following pertain:
 - a. Childcare is provided three days per week or more.
 - b. Childcare is provided four hours or more per day.
 - c. Children are served meals (including sack lunches prepared by a parent).
2. All caregivers must operate in accordance with Grand Forks City Ordinances, North Dakota State Law, and the provisions required for licensed childcare providers. Licensing is through the Grand Forks County Social Services Office.
3. Persons providing childcare in the apartment of a resident must comply with the licensing regulations outlined in this policy.
4. All licensed childcare providers must register with the Housing Office.
5. Persons managing or participating in babysitting co-ops within University housing must be licensed childcare providers, when the childcare provided is as previously outlined. Co-op managers/secretaries must register with the Housing Office.

GUIDELINES FOR SUPERVISION OF CHILDREN

The ultimate responsibility for the safety, care, well being, and behavior of dependent children remains with the parent or caregiver, whether they are present to personally supervise them or not.

The age of the child is not the only factor that parents should consider when determining if children may be left alone. Other factors include the maturity of the child, emotional health factors, the child's physical or mental limitations, length of time left alone, time of day or night, other children present to be supervised, location and environmental conditions, frequency of being left alone and the accessibility of a parent or other responsible adult.

Following are guidelines for supervision of children as established by the North Dakota Department of Human Services.

1. For children 0 - 4 years of age:
 - Outside of the home the child should be in view of the caregiver at all times. The caregiver must be able to respond to the child's immediate need for protection from harm.
 - Children should not be left in vehicles unless they are in proper restraints (unable to put the vehicle in gear) and in direct view of the caretaker at all times.
 - Inside the home, a caregiver should be available and able to respond to the child to provide immediate care and protection from harm.
2. For children 4 - 17 years of age:
 - Children eight (8) years of age or under should be supervised at all times with a caregiver available. An eight year old should not be left in charge of children.
 - Children nine (9) years of age should not be left unsupervised for periods greater than two (2) hours during the daytime. At this age, children should not be unsupervised at night and should not supervise other children.
 - Children who are 10 and 11 years old may be left alone for longer periods of time. However, caution is advised in leaving a child unsupervised during sleeping hours. Children this age should not be responsible for younger children.
 - Children who are twelve (12) years and older may be permitted to act as babysitters. It is recommended that they successfully complete an approved childcare training course.
 - Caution is advised on the number of children left in care, length of time for care-giving responsibility, factors regarding special needs of children left in care, and resources available to the child providing care.
 - Teens under 15 years of age should not be left unattended overnight.
 - Caution should be taken in leaving 15 - 17 year olds alone overnight. Extended absences of caregivers (such as over a weekend) are not recommended.

All children left home alone must be able to demonstrate knowledge of emergency procedures, where parents or other responsible adults are, how to reach them, and length of time of absence. Children should also know emergency procedures and arrangements for emergency situations.

APARTMENT COMMUNITY CENTER

A. GENERAL BUILDING POLICIES

1. All University Apartment residents are eligible to utilize this facility. Children under 12 must be accompanied by an adult resident at all times while using the facility, unless during an approved Community Center-sponsored event.
2. The possession or consumption of alcoholic beverages is not permitted in or outside of this facility.
3. Smoking is not allowed inside the facility or by the main outdoor entrance.
4. All personal items must be removed from the facility. The University is not responsible for loss or damage to such items.
5. General horseplay and disruptive or inconsiderate play/activity are not permitted.
6. Physical or verbal (name-calling) taunts towards another individual or group of individuals will not be tolerated.
7. University Apartment residents are encouraged to be considerate in the manner of inviting occasional guests to use the facility. University Apartment residents are responsible for the actions of their guests while on University property. Visitors not accompanied by a resident will be asked to leave.
8. Games and sports equipment can be checked-out at the Community Center front desk by apartment residents. A current UND ID or valid driver's license will be held until the equipment is returned.

B. COMPUTER LAB USAGE

1. Only University apartment residents may utilize the Computer Lab.
2. Children under 12 must be accompanied by an adult resident in the Computer Lab at all times.
3. Operating a business through this computer area is prohibited.
4. No food or drink allowed in the Computer Lab.
5. A study room level of quietness must be maintained. Abusers of this rule may be warned once, then asked to leave for the remainder of that day.
6. No foul language is permitted. Abusers of this rule may to be asked to leave immediately for the remainder of the day.
7. Any accessing of pornographic material is grounds for immediate suspension of Computer Lab privileges. Any person caught accessing this material will be asked to leave. Computer Lab privileges will not be returned until person has discussed the incident with the Community Center Residence Apartment Director.
8. Misuse and abuse of computers will not be tolerated. An individual abusing a computer will be asked to leave the Computer Lab until a meeting can be arranged with the Community Center Residence Apartment Director. All privileges are immediately suspended.

APARTMENT COMMUNITY CENTER POLICIES cont'd

9. All users of the computer lab must sign in for a specific computer at the Community Center front desk.
10. Computer users must sit at the computer corresponding to the number they signed in for.
11. A four-hour limit may be enforced during busy times of the day when there are not enough computers to accommodate all users.
12. The following priority is used for computer users:
 - a. 1st--UND student course work
 - b. 2nd--Children (12-17) course work
 - c. Other personal use and games
13. Any violation of these policies will result in written documentation which will be turned into the Community Center Residence Apartment Director.

C. BUILDING & PLAYGROUND RULES

1. Play respectfully and safely, and be nice to others.
2. Do not break equipment.
3. Do not throw rocks, mud/clay, or sand.
4. Share equipment and take turns.
5. Do not hit, kick, or push others.
6. Do not swear, call names, or put others down.
7. Do not take other people's items without permission.
8. Do not bring sticks, knives, or other weapons into this area.
9. Do not bring matches, glass, or other dangerous items in this area.
10. Do not dig clay or grass, remove wood chips, or damage trees.

MEETING ROOM POLICY - NORTHWESTERN DRIVE AND GALLERY

These facilities are provided and maintained for use by University apartment staff and residents. Use of the meeting room for programs, class projects, and community/family activities is encouraged.

A. USE OF PREMISES:

1. **Solicitation** - Solicitation must be conducted and approved as per the UND Housing Office Solicitation Policy. Solicitation is defined as the sale, or offer for sale, of any property or service. Solicitation also includes the recruitment of a person for any organization or business. All door-to-door solicitation requires prior written authorization from the Housing Office. If authorized by the Housing Office, the door-to-door solicitor will be issued a copy of an approved UND Apartment Solicitation Form (See Solicitation and Sales Policy).
2. **Charitable Fund Raising** - Campaigns conducted by individuals or groups must be approved through the Office of the Vice President for Finance and Operations. Written approval from that office must be provided to the Housing Office at the time of scheduling.
3. **Damages** - The individual registering for the room will be responsible for the condition of the facility and furnishings. Any damages will be billed to the individual. The person registering will also be responsible for the conduct of any/all guests.
4. **Alcohol** - The possession or consumption of alcohol is strictly prohibited.
5. **Pets** - Pets are not permitted in the meeting rooms.
6. **Misuse of Premises**- Misuse of premises will result in loss of meeting room privileges and/or possible removal from University housing.

B. *SCHEDULING:

Reservations may be scheduled for any day of the year. The Northwestern Drive Meeting Room may be reserved through the Housing Office (Monday through Friday, 8:00 a.m. to 4:30 p.m.) for a maximum of three consecutive days. All requests must be submitted before the time of the event. The individual making the reservation must clean the room and return the key to the Housing Office by 10:00 a.m. on the day following the last reserved day.

*Gallery meeting room is for Gallery residents and their guests only and should be scheduled with the designated Gallery Resident Manager.

GALLERY RECREATIONAL AREA POLICY

The recreation area includes the swimming pool/whirlpool area, meeting room, sauna and weight room and is for the use of only Gallery residents and their guests.

1. The recreational area will be open during the following times:

8 a.m.-10 p.m.	Monday-Thursday	8 a.m.-11 p.m.	Friday
10 a.m.-11 p.m.	Saturday	10 a.m.-10 p.m.	Sunday

2. Children under 18 years must be accompanied by an adult resident at all times while using the recreational facilities.
3. Showers should be taken prior to using the pool or whirlpool.
4. The use of radios, tape recorders, compact disc players, and musical instruments is discouraged. Noise must be kept at a level which does not disturb other people.
5. Glass objects are not permitted in the recreational areas. Tables are to be cleaned after each person's use.
6. The consumption or possession of alcoholic beverages is not permitted in recreation and public areas.
7. All personal items must be removed from the recreational areas. The University is not responsible for loss or damage to such items.
8. Running and general horseplay are not permitted in recreational or public areas of the complex.
9. The use of flotation devices is discouraged, due to limited pool space. When such items are used, horseplay, with regard to jumping onto or into such items from the side of the pool, will not be permitted.
10. No clothing, other than swimsuits, is permitted in the pool as the lint from clothing clogs the filtering system. The use of bathing caps is encouraged for people with longer hair. All hairpins and jewelry must be removed prior to entering the pool.
11. Residents are encouraged to be considerate in the manner of inviting guests to use the recreational facilities. Visitors not accompanied by an adult resident will be asked to leave. Reservations may be made for the meeting room, however, the other recreational facilities may not be reserved for private use.
12. Security doors are provided for the comfort and safety of the residents. These doors are not permitted to "stand open."
13. Use of the pool, whirlpool, and sauna are at your own risk. No lifeguard is on duty.

All residents are reminded that the leaseholder is responsible for excessive noise or disturbances which interfere with the rights, comforts, or convenience of other persons caused by either the leaseholder, spouse, his or her children, guests or roommates. Repairs needed as a result of negligence or carelessness on the part of any of these persons will be the responsibility of the leaseholder.

GALLERY RECREATIONAL AREA POLICY cont'd

Violations of this policy and/or the University Apartment Lease Agreement may result in a warning, restriction or removal of privileges (i.e., recreation area), referral, probationary period or termination of the UND lease agreement.

DIGITAL SUBSCRIBER LINE SERVICE (DSL)

1. As a participant in UND's apartment DSL service, all federal, state, and University regulations regarding the use of computer facilities must be abided by.
2. Students are encouraged to review The Code of Student Life, including Prohibition of Harassing Behavior, Identification of Persons on Campus, Institutional Diversity and Pluralism, the North Dakota Higher Education Computer Network (NDHECN) Policy on Computing Facilities, and NDUS Policies related to Name Service usage and all other policies. Copies of these policies are available at the Dean of Students Office.
3. UND Telecommunications must be the telephone service provider.
4. A compatible DSL modem is required to receive the service. The leaseholder is responsible for purchasing this modem.
5. Telephone filters will be provided free of charge as part of the service.
6. Service will not be activated until the Digital Subscriber Line Service Connection Contract and a Code of Ethics & Policy form are signed and returned.
7. Service will be connected within three business days unless there are wiring or technical issues.
8. If Service is contracted after the semester starts, it will be pro-rated from the date the contract is signed.
9. Charges for DSL Service will be billed by semester to the leaseholder's University account.
10. Leaseholders will be given advance notice of any rate changes.
11. Leaseholders will not be charged for the summer months of June, July or August provided they contracted for DSL Service the preceding Spring or following Fall Semester.
12. The leaseholder must have an e-mail account in order to receive notification of service maintenance and outages. The University provides e-mail accounts free of charge through the U-Mail service.
13. UND Service personnel shall be allowed reasonable access to the apartment for purposes of installing, maintaining, repairing, replacing, or removing equipment or disconnecting the Service.
14. Service will continue semester to semester until the leaseholder completes an Authorization to Disconnect.
15. If vacating University housing, the Service must be disconnected on or before the leaseholder checks out of their apartment.
16. The leaseholder is responsible for any improper use of the Service.
17. The UND Housing Office is not liable for any damage to the leaseholder's/owner's computer or accessories nor responsible for any maintenance or repair to any part of the leaseholder's/owner's computer system.

DIGITAL SUBSCRIBER LINE SERVICE (DSL) cont'd

18. Under no circumstances will the UND Housing Office be liable for any special, consequential, indirect, or similar damages, including lost data arising from the use or inability to use the Service.
19. The University is in no way liable or responsible for any loss, damage, or expense that the leaseholder, members of their household, or guests may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the Service or if the quantity of the Service supplied is no longer available or suitable for the leaseholder's requirement, and no such change, failure, interference, disruption, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or in any way entitle resident to any abatement or refund or rent or in any way relieve resident from any obligation under their lease.
20. UND makes no warranties of any kind, either express or implied, as to the accuracy, completeness, timeliness, moral standard, or suitability of any purpose of the material available on the Internet. Nor shall UND have any liability for the content of data transmitted and received on the Internet.
21. Participants agree to refrain from network usage that is disruptive to the functioning of the network as a whole, including, but not limited to:
 - Excessive bandwidth consumption
 - Harassing or threatening communications
 - Sending of unsolicited commercial e-mail (SPAM) or
 - Attacks intended to compromise the security of a networked system.

COMPLAINT AND VIOLATION POLICY

The leaseholder is responsible for excessive noise or disturbances that interfere with the rights, comforts, or convenience of other persons whether caused by leaseholders, their spouse, children, guests, or roommates. The leaseholder is also responsible for all other policy or lease violations that occur.

Anyone may submit a complaint concerning alleged lease or policy violations. Complaints, lease and policy violations are handled by University apartment staff members. Apartment staff members encourage residents to deal directly with one another on complaints whenever possible. In the event that this communication is not effective, one of the following may be implemented:

1. The Resident Manager may be asked to assist with the problem. All parties will be contacted or brought together to voice concerns. A workable compromise is sought. The Resident Manager is required to deal with obvious violations.
2. A written complaint may be submitted to either the Resident Manager or the Housing Office. Such a complaint should include specifics about the problem (date, time, persons, problem) and must be signed by the complainant. Upon receipt of the complaint, a University apartment administrator will determine the action to be taken. The following options will be considered:
 - a. The complaint may be resolved through conversation, referral, or mediation.
 - b. Both parties may be called together to discuss the complaint. The following procedure will be used in complaint hearings:
 - i. Adequate notification of meeting - Should either party be unable to attend the hearing, that party must contact the hearing officer at least 24 hours prior to the scheduled hearing and suggest other possible hearing times. Failure to notify of one's absence may result in a decision being made from information available at the time of the hearing.
 - ii. Introductions.
 - iii. Reading of Complaint.
 - iv. Complainant's presentation.
 - v. Questions to complainant.
 - vi. Respondent's presentation.
 - vii. Questions to respondent.
 - viii. Closing questions and discussions - possible solutions.
 - ix. Written notice of decisions will be mailed to all participants within seven calendar days of the hearing.
 - c. Action which must be taken includes, but is not limited to the following:
 - i. Dismissal of case - no apparent violation.
 - ii. Written warning which may include conditions:
 1. Restriction of privileges.
 2. Removal of privileges.
 3. Referral.
 4. Probationary period.
 - iii. Termination of lease agreement.

COMPLAINT AND VIOLATION POLICY cont'd

- d. Anonymous complaints will be investigated when a violation of either University or housing policies is believed to exist. If the nature of the complaint leaves reason to suspect a safety or security problem, this complaint will also be investigated. If a violation does not exist, no action will be taken.
- e. Complaints, lease and policy violations are not public information. They become a part of the student's educational (not academic) record.
- f. Appeal of any decision or action may be made to the Director of Residence Services or their designate (See Appeal Policy).

APPEAL POLICY

The following procedure is applicable for appeal of decisions made by University apartment staff with regard to lease violations:

1. All appeals must be made in writing and must specifically state the complete reasons for appeal.
2. Appeals must be submitted to the Housing Office within seven (7) calendar days of the date the written notification is mailed or hand delivered.
3. All appeal hearings may include a meeting between the complainant, defendant/apartment staff, and the hearing officer (See Complaint and Violation Policy). Hearings will be held within seven (7) calendar days of the date the appeal is mailed or hand delivered.
4. The following constitutes the appeal routing for lease disputes and violations:
 - a. Staff decisions may be appealed to an Associate Director of Apartments.
 - b. Final appeals will be heard by the Director of Residence Services.
5. Pet fines cannot be appealed.

Appeals will be reviewed by the administrators indicated in this policy and/or their designate.

POLICY REVISION PROCEDURES

When any University Apartment Policy is scheduled to be revised, these procedures shall be followed:

1. Resident input will generally be solicited prior to policy revision.
2. The new policy must be delivered to all current residents and all waiting list applicants 60 days prior to the effective date of change. The written notice will be mailed to the leaseholder's and applicant's addresses as listed with the UND Registrar's Office.
3. A copy of this new policy shall be distributed to all new applicants until the UND Apartment Policy Book has been revised.

EQUAL OPPORTUNITY POLICY

It is the policy of the University of North Dakota that there shall be no discrimination against persons because of race, religion, color, sex, national origin, age or handicap and that equal opportunity and access to facilities shall be available to all. This policy is the guiding principle of the Housing Office and is applicable in all policies and procedures, throughout University housing.

Also available online at <http://www.housing.und.edu/apartments/>

Last Updated: September 13, 2006