

UNIVERSITY OF NORTH DAKOTA
HOUSING OFFICE, STOP 9029, GRAND FORKS, NORTH DAKOTA 58202
RESIDENCE HALL ROOM AND BOARD LICENSE CONTRACT
SUMMER 2008

A. OFFER

The University of North Dakota offers to furnish room and board, in consideration for payment of the fee in effect at the time of occupancy. The residence hall contract creates a license for the student to use campus housing and is not a lease. The relationship between UND and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for you to use residential housing subject to the conditions of this contract and University relations. Fulfillment of this contract is contingent upon proper signature on this contract and availability of space within the University residence halls. The written terms of this contract supersede all previous contracts as well as any verbal statements or telephone conversations made concerning this contract. Requests for exceptions/alterations or changes of the terms of this contract or the ensuing room and board plan assignment must be submitted in writing by the individual signing this contract. Residents should obtain **renters insurance** for personal property, as the University is not responsible for loss or damage to personal property. **(Students are encouraged to read this contract thoroughly. Once a student signs this agreement, he or she should contact the Housing Office before making other housing arrangements.)**

B. LENGTH OF CONTRACT OPTIONS

The contract is issued for the length chosen on the last page of this contract. The contract options are:

Late Departure	May 9, 2008 (7 pm) - May 11, 2008 (11 am)	\$42.90 (2 nights & 4 meals) Dinner May 9, Brunch/Dinner May 10, and Brunch May 11
Graduating Senior	May 9, 2008 (7 pm) - May 11, 2008 (11 am)	No charge (2 nights & 4 meals) Dinner May 9, Brunch/Dinner May 10, and Brunch May 11

Your current room is your assigned room for the above weekend options.

Summer Housing	May 9, 2008 (7 pm) – August 1, 2008 (available to students who are living off campus for fall semester) May 9, 2008 (7 pm) – August 21, 2008 (available to students who have a fall semester assignment)
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Short-Term Summer Housing

May 9, 2008 (7 pm) to May 16 (check-out on May 17 between 8 am and 11 am) 8 days housing.
\$229.60 will be billed to your University Account this includes a 14 meal plan (no dining dollars).
May 9, 2008 (7 pm) to May 23 (check out on May 24 between 8 am and 11 am) 15 days housing.
\$430.50 will be billed to your University Account this includes a 14 meal plan (no dining dollars).
May 9, 2008 (7 pm) to May 30 (check out on May 31 between 8 am and 11 am) 22 days housing.
\$631.40 will be billed to your University Account this includes a 14 meal plan (no dining dollars).

You will be assigned a double as single room. A room to yourself is not guaranteed and is dependent on building occupancy. If you are assigned a roommate your daily room rate will be adjusted and a credit issued for the number of days you occupied a double room. If your roommate leaves your daily rate will be adjusted and a charge issued for the number of days you once again occupy the room to yourself.

Contract prices do not include a non-refundable \$4 Association of Residence Halls fee in addition to your room and board charges.

C. FIRST INSTALLMENT

1. The first installment is \$50 for the summer housing and short-term summer housing.
2. The first installment payment is non-refundable.
3. The first installment is applied to your room and board charges.

D. ROOM & BOARD RATES:

Double as a Single Room and 10 meal plan: \$25.25 per day
Double as a Single Room and 14 meal plan: \$25.70 per day
Double as a Single Room and 19 meal plan: \$26.05 per day

E. ASSIGNMENT

1. Assignments are made after the application, \$50 first installment, and a signed contract are received by the Housing Office.
2. Assignments in University residence halls are made in accordance with the UND Equal Opportunity Policy.
3. Residence hall requests are assigned by the University in accordance with the established priority system (your priority number is your first installment receipt number). The worst priority number will be the first to receive an assigned roommate if not mutually requested and if bed space is needed.
4. The University reserves the right to make changes in room assignments or to make such additional assignments based on hall occupancy needs or in an emergency. These assignments may be made without prior notice to occupants.
5. We cannot guarantee your specific room, nor can we guarantee you will not receive a roommate. Roommate requests will be honored when both parties of the same gender request each other in writing.
6. The University reserves the right to cancel the assignment and priority number of any applicant who has an outstanding University Accounts Receivable balance.
7. Assignments will be based and effective on the Arrival/Check-in date specified on the last page of this contract.
8. Assignments will be mailed to the home address listed on your Campus Connection account.

F. PAYMENTS/CHARGES

1. All payments are to be made to UND Account Services, 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373.
2. Full payment is due with tuition and fees for enrolled students on the first day of class and within 30 days for non-enrolled students.
3. Payments may be made by cash or check at a Student Account Services teller window during their open hours or by mail to Student Account Services address above. You may pay online through Campus Connection using e-check or credit card (American Express, Discover or MasterCard). If you use a credit card, you will be charged a 2.75% (min \$3) service fee by TouchNet PayPath. Questions concerning payments are directed to Student Account Services. When making a first installment payment, please specify to Student Account services that the payment is for your first installment for UND housing.
4. The \$50 first installment for summer is credited to your room and board charges.
5. The Association of Residence Halls (ARH) fee is non-refundable.
6. To contest charges arising from this contract, go to the Student Account Services web page at <http://www.und.edu/dept/studentaccounts/index.htm> for information regarding the Billing Rights Summary.
5. The student agrees to pay all collection charges for non-payment of room and board charges, including attorney fees.

G. OCCUPANCY

1. Residence hall check-in begins at Noon, Saturday, May 10, 2008. The summer housing 2008 contract is effective 7 pm, Friday, May 9, 2008. A student who does not occupy or claim his/her assigned room on the desired date of occupancy (as indicated on the last page of this contract) will have their Room and Board contract cancelled and will forfeit the \$50.00 first installment fee.
2. Residence halls will close at 7 pm, August 1, 2008, for all students who are living off campus for fall semester. Students who have a fall assignment must move to that assignment by 7 pm August 17.
3. Students who are less than full-time (under 6 credit hours) must notify the Housing Office in writing.
4. Residents' contracts will be cancelled at the end of the week in which they withdraw from the University.
5. Residents who stay beyond the end of the week in which they withdraw from the University will be charged University Conference Housing rates for the additional days.
6. Short term summer housing residents who stay beyond the end of the week in which they indicated on the last page of this contract and who did not extend their contract for another week will be charged on a week by week basis up to May 30, 2008. Residents who stay beyond May 30, 2008 will assume the summer school contract ending August 1, 2008.
7. Student initiated room changes (transfers) are permitted from Monday, May 12, 2008, to Friday, July 25, 2008. See your Residence Hall Director to make arrangements. A transfer request must be completed and approved in accordance with the Housing Office policy, prior to transferring to another room. There are no student transfers permitted under the short-term housing option.
8. The student must occupy the assigned room and may not sublet. Occupancy of longer than a weekend by a guest without the written permission of the Hall Director constitutes a sublicense and will result in the assigned student being charged a sum equal to 120% of the single room and the 10 meal board plan costs for the entire summer. (The 100% will be used to pay for the room and board of the guest and the extra twenty percent (20%) will be used to pay the person (housing staff are not entitled to receive the twenty percent payment) for reporting the occupancy violation.)

H. ROOM RATE ADJUSTMENT

1. Residents who receive a roommate when none are requested will receive a credit based on the difference between a double room and a double as single room rate, i.e., two students in a double room instead of one student in a double as single room for those days the student has a roommate. Once the roommate vacates the room an adjusted rate resulting in a charge will apply and is based on the difference between a double room and a double as single room rate.
2. Room rate adjustments will take effect Friday, June 27, 2008

I. CANCELLATIONS

1. Requests for cancellation must be submitted in writing to the Housing Office.
2. Cancellations are approved if the student is withdrawing from the University, transferring schools, or getting married (appropriate signed Marriage Certificate). Cancellations are also approved if a student is moving to a University apartment and is eligible to be the leaseholder of the apartment they wish to occupy, or if they are moving in with their parent or guardian in University owned housing. Cancellations are final only when approved by the Housing Office.
3. The date the cancellation request is received in our office will be considered the date of the cancellation request.
4. After receiving your room keys, you will be held to the full financial obligation and terms of this contract. .
5. Students who withdraw and re-enroll at the University are subject to reinstatement of the terms of this contract.
6. Contract cancellations approved during the contract period will result in room and board charges in accordance with the State Board of Higher Education Refund Policy.
7. If approved, contract cancellations will result in a \$50 cancellation fee.
8. Residents who checkout and leave the residence halls without an approved contract cancellation are responsible for the entire room and board contract and all financial obligations.
9. Students who choose the Late Departure or Graduation Weekend option May 9 (7 pm) - May 11 (11 am) must be checked out of their residence hall room by 11:00am, May 11, 2008.
10. Students who choose short term housing must be checked out by 11 am on May 17, May 24, or May 31, as designated per the selected option.
11. Students who choose the Summer Housing option, must cancel in writing if leaving prior to August 1, 2008.
12. The University reserves the right to cancel the Room and Board License/Contract of any resident who conducts him/herself in a manner that significantly interferes with the operations and educational mission of the residence halls, the University or endangers the health or safety of the students and staff. Cancellation fees will apply.

J. CHECK-OUT

1. Students must contact a hall staff member or make arrangements with the hall office staff during daily office hours (10am-7pm) to arrange a check-out time.
2. In order to accommodate incoming students, any items left in your room past 7:00pm, August 1, 2008, for students who are living off campus for fall, and 7:00pm August 17, 2008, for students who have a fall assignment, will result in removal and storage charges billed to your University Account.
3. Students leaving the residence halls or making a room change without completing a check out form and/or officially checking out with a residence hall staff member will be charged \$25 for improper check out process in addition to damages, fees and possible disciplinary action.
4. Students who abandon property will be charged costs associated with processing and storage of the abandoned property.

K. CONTRACT CREDITS

1. Credits for the unused portion of the contract will be prorated in accordance with the State Board of Higher Education Refund Policy if you drop all of your classes and withdraw from the University of North Dakota. If approved, contract cancellations will result in a \$50 cancellation fee.
2. Contract credits for short term housing are not issued if you cancel for the current occupied week as selected on the last page of this contract. Future unoccupied weeks are eligible for credit.
3. Credits are placed on the student's University Account and are applied to unpaid account balances (common damages, individual damages, and other University charges).
4. Credit account balances are refunded. To obtain a refund, notify the UND Student Account Services, 264 Centennial Drive, STOP 8373, Grand Forks, ND 58202-8373.

L. DINING SERVICES

1. Board is required of all students living in the residence halls. Board contracts are non-transferable. It is expected that a certain number of meals will be missed and board rates have been calculated with this in mind. Thus, there will be no refund for missed meals.
2. The board contract begins with dinner on May 9, 2008, and ends with dinner on August 21, 2008.
3. Wilkerson Dining Center serves breakfast, lunch and dinner, Monday through Friday, and serves brunch and dinner, Saturday and Sunday. Meals will be served at Wilkerson on May 9, 10, and 11. Wilkerson will serve meals for the remainder of this contract period, except during a specified close down period, in which case the designated dining location will be posted.
4. Summer School Board Plans : The 19-meal plan is a 7-day plan serving 19 meals a week and includes \$25 in Dining Dollars. The 14-meal plan is a 7-day plan serving 14 meals per week and includes \$15 in Dining Dollars. The 10-meal plan is a 7-day plan serving 10 meals per week and includes \$10 in Dining Dollars. Meals may be used in any combination of breakfast, brunch/lunch, and dinner during the week. Meal periods Monday-Friday are: breakfast 7 am- 9:30 am; lunch 11 am - 1:00 pm; and dinner 4:30 pm - 6:30 pm. Meal periods for the weekend are: brunch 11:00 am - 1:00 pm; and dinner 4:30 pm - 6:30 pm. The board contract week is Monday through Sunday.

5. **Board Changes:** Prior to May 01, 2008, board changes may be made by notifying the Housing Office in writing of the board plan desired. Changes after May 01, 2008, are only permitted May 20, 2008, through May 22, 2008. Posted notices in the dining centers will serve as official notice regarding where and when to apply. These board contract changes will become effective at brunch on Monday, May 26, 2008.
6. Meals on Memorial Day (May 26) and July 4 will be brunch and dinner.
7. **Identification:** All board students must present a machine-readable UCard (I.D. card) at the check stand.
8. All meals must be consumed in the dining center during scheduled serving hours (exception: sack lunch and sick trays).

M. STUDENT BEHAVIOR

The conditions regarding student behavior while living in the residence hall under this contract are contained in the current residence hall handbook. In signing this contract the student agrees to abide by the policies and procedures as stated in the 2007-2008 Residence Hall Handbook and is available on line at www.housing.und.edu. The student agrees to conduct himself or herself in a manner which is conducive to the educational goals of the University. Appropriate behavior includes respecting the rights of others and following University policies as enforced by University personnel. The student further agrees, during the terms of occupancy in the residence hall, to comply with the rules and regulations of the University and of residence halls relative to preserving order on the premises, use of the premises, protection of University (State of North Dakota) property, and maintenance of their status as students. The general rules and regulations of the University are printed in the (Academic Catalog), Code of Student Life, Dining Services Brochure, and the various constitutions of the residence halls. Other rules and regulations regarding student conduct are included in registration and contractual agreements signed by the students, as well as laws of the State of North Dakota that apply to the University and its students. Changes in the printed matter in this contract must be approved in writing by the Director of Residence Services.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS LEGAL CONTRACT. I AM CONTRACTING FOR:

SUMMER SCHOOL ROOM & BOARD CONTRACT OPTIONS:

- Summer Housing – Arrival/Check-in Date: _____
 (If no date is specified, May 9, 2008 will be understood) Summer classes begin: May 12, June 2 and July 21

Board Preference:

- 19 Meal Plan (\$25 Dining Dollars)** **14 Meal Plan (\$15 Dining Dollars)** **10 Meal Plan (\$10 Dining Dollars)**
 (If no board plan is specified, the 10 Meal Plan will be understood.)

OTHER SUMMER CONTRACT OPTIONS:

- Late Departure - May 9, 2008 (7 pm) - May 11, 2008 (11 am) - \$42.90 (2 nights & 4 meals) Current Assignment _____
- Graduating Senior - May 9, 2008 (7 pm) - May 11, 2008 (11 am) - No charge (2 nights & 4 meals) Current Assignment _____
- Short Term Housing – May 9, 2008 (7 pm) – May 16 – 8 days housing - \$229.60 will be billed to your University account, this includes a 14 meal plan, no dining dollars.
- Short Term Housing – May 9, 2008 (7 pm) – May 24– 15 days housing - \$430.50 will be billed to your University account, this includes a 14 meal plan, no dining dollars.
- Short Term Housing – May 9, 2008 (7 pm) – May 30 – 22 days housing - \$631.40 will be billed to your University account, this includes a 14 meal plan, no dining dollars.

SUBSTITUTED AGREEMENT AND ASSUMING RESPONSIBILITY OF THE SUMMER 2008 RESIDENCE HALL ROOM AND BOARD LICENSE CONTRACT AFTER May 30, 2008.

All students must checkout of their assigned room either at the end of the contract period as indicated above, or no later than May 31, 2008 at 11 am. Students who remain in the residence hall after 11 am on May 31, 2008, will assume responsibility under the Summer 2008 Residence Hall Room and Board License Contract for occupying a residence hall room with the designated board plan after the short-term summer housing contract has expired. Occupancy type (double, single, double as single) as outlined under Section H of the Summer 2008 Residence Hall Room and Board License Contract will apply after this contract expires, provided the student has not checked out by 11 am on May 31, 2008. The student may be assigned to another room other than their current assignment.

Release of Information Authorization: I authorize the release of my housing information to my parents or my legal guardian.
 Yes No (If a release of information is not specified, no information will be released.)

 Full Legal Signature of Student

 Student ID

 Date

 Printed Name of Student

 Signature of Parent or Legal Guardian who guarantees payment if student is under 18

IF FAXING THIS CONTRACT: You must **sign and date the bottom of each page**, fax all pages full size to (701-777-4298). Please call (701-777-4251) to confirm receipt of the contract.