

UNIVERSITY OF NORTH DAKOTA  
HOUSING OFFICE, BOX 9029, GRAND FORKS, NORTH DAKOTA 58202  
**RESIDENCE HALL ROOM AND BOARD LICENSE CONTRACT**  
2009-2010 ACADEMIC YEAR

A. OFFER/LICENSE

The University of North Dakota offers to furnish room and board, excluding room and board during semester break and spring break, and excluding board during long holiday weekends (Thanksgiving and Easter), 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, telephone conversations or emails made concerning this contract.

This contract is issued for the 2009-2010 academic year or balance thereof excluding the above breaks. Therefore, once the student has agreed to this contract, he/she is expected to honor the contract for the balance of the length of the contract indicated on page four. Requests for exceptions/alterations or changes of the terms of this contract or the ensuing room and/or 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.

B. LENGTH OF CONTRACT OPTIONS (Entire 2009-2010 Academic Year, Fall Semester Only, Spring Semester Only)

1. To shorten the length of the Entire 2009-10 Academic Year contract to a Fall Semester Only contract, you must request a new contract at the Housing Office, indicate your requested contract option, sign and date the new contract, and return it to the Housing Office on or before Friday, August 14, 2009.
2. After Friday, August 14, 2009, you may not change to a Fall Semester Only length of contract option.
3. To extend a Fall Semester Only contract to an Entire 2009-10 Academic Year contract and be guaranteed your current room, you must submit a new contract to the Housing Office, either paper or by e-signing on line on or before Friday, October 30, 2009.
4. If you are on a Fall Semester Only contract and wish to obtain residence hall housing for Spring Semester after Friday, October 30, 2009, you must reapply for housing. You will be required to complete an application, (resulting in issuance of a new priority number), pay a \$250 first installment and sign a contract for Spring Semester.

C. ROOM AND BOARD RATES

The room and board rates for 2009-2010 will be available on-line at [www.housing.und.edu/reshalls](http://www.housing.und.edu/reshalls) in March 2009 (after approval by the University President).

D. ASSIGNMENT

General

1. Incoming student assignments are made after an application, \$35 non-refundable housing application fee, \$250 first installment, and a signed contract are received by the Housing Office. For 2008-09 students returning to the residence halls, assignments are an on-line process and are conditional pending verification of payment of the \$250 first installment by the required date.
2. Assignments to University residence halls are made in accordance with the UND Equal Opportunity Policy.
3. The University reserves the right to make changes in room assignments, to make additional assignments on a temporary basis, and to occupy residence hall rooms (requiring removal of the occupant's belongings) during non-contract periods for special needs of the University. These changes may be made without prior notice to the occupants.
4. Guest rooms are temporary assignments. A student occupying a guest room will be reassigned when space becomes available.
5. We cannot guarantee that your specific room, hall, or roommate request will be honored.
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. Students may request assignment changes. Changes are requested online at [www.housing.und.edu/reshalls](http://www.housing.und.edu/reshalls) or in writing by the date specified. See #9 of this section.
8. The University does not guarantee you a roommate. If you occupy a room that falls below designed capacity, and you do not wish to keep your double room as a single or triple as a double or single, you must (a) find another resident to live with you, or (b) move to a room with someone else. After the residence halls open, the hall staff will assist you in finding a person to share your room, but it is ultimately your responsibility to find another roommate. If no roommate is found, room rate adjustment charges may apply. See Section G. Room Rate Adjustment.
9. Residents may be reassigned to rooms with other residents to minimize the number of students left in rooms by themselves. Residents occupying a room alone, may wish to transfer together or request a double as a single in order to have the roommate of their choice or a room to themselves.

Returning Residents

1. For 2008-2009 students returning to the residence halls, the student sign up process will be on-line. The student must agree to conditions of the contract on-line prior to on-line sign up. Assignments are conditional pending verification of payment of the \$250 first installment by the agreed upon date (AMS monies are not available for first installment payment.) (see Section H. Cancellations, #5).
2. Doubles as singles and designed singles are assigned following an on-line sign up process. The students receiving on-line access to double as single sign up will be determined by the University in accordance with the established priority system (your priority number is your housing application fee receipt number). Room transfers are accepted on a first come first serve basis.
3. All 2008-2009 residents returning to the residence halls for Fall of 2009 may be reassigned to rooms with current residents. (Returning students, occupying a room alone may wish to transfer together with another student occupying a room alone in order to have roommates of their choice.)

### Incoming Residents

1. Residence hall requests are assigned by the University in accordance with the established priority system (your priority number is your housing application fee receipt number).
2. Students who have an application, \$35 non-refundable application fee, signed room and board contract, and their \$250 first installment on file in the Housing Office on or before Friday, August 7, 2009, will have assignments mailed to their home address on your Campus Connection account.
3. Students who come into the Housing Office after August 7, 2009, and complete an application, sign a room and board contract, pay a \$35 non-refundable application fee, and pay the \$250 first installment will be given an assignment at that time.
4. You will be reassigned to another room if it is determined you are in a room that is less than full capacity prior to accepting the keys to your room.
5. First installment payments must be received before assignment for incoming students, or prior to check-in for early arrival housing or interim, whichever applies (AMS monies are not available for first installment payment.)

### E. PAYMENTS/CHARGES

1. All payments are made to UND Student Account Services, 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373.
2. Payment is due with tuition and fees on the first day of class for that semester.
3. Payments may be made by cash or check (valid photo ID required) at Student Account Services during their open hours or by mail to Student Account Services address listed above. You may pay online through Campus Connection using e-check (free) 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 how to pay your \$250 first installment are to be directed to Student Account Services. Please specify to Student Account Services that the payment is for your first installment for UND Housing.
4. The first installment payment that guarantees your space in UND housing must be received two business days following the time of re-contracting for returning students, before assignment for incoming students, or prior to check-in for early arrival housing, whichever applies (AMS monies are not available for first installment payment.)
5. The \$250 first installment is credited to the semester's room and board charges.
6. The Association of Residence Halls (ARH) fee is non-refundable.
7. To contest charges arising from this contract, go to the Student Account Services web page at <http://www.und.edu/dept/studentaccounts/html/billinginformation.htm> for information regarding the Billing Rights Summary.
8. The student agrees to pay all collection charges for non-payment of room and board charges, including attorney fees.

### F. OCCUPANCY

1. Residence halls open 9 a.m., Friday, August 21, 2009, for the fall semester and Noon, Sunday, January 10, 2010, for the spring semester.
2. A student who does not occupy or claim his/her assigned room by the first day of classes will have their room and board contract cancelled and will be subject to a cancellation fee.
3. All residence halls will close three hours after the last scheduled undergraduate exam at the end of each semester.
4. Students enrolled in less than 12 credit hours must notify the Housing Office in writing.
5. Room and Board contracts will be cancelled at the end of the week in which the student withdraws from the University. See Section H. Cancellations #2, #3, #4, #9, and #10.
6. 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.
7. Student initiated room changes are permitted from Wednesday, September 2, 2009, to Friday, November 6, 2009, and from Friday, January 15, 2010, to Friday, April 16, 2010. Apply through Campus Connection, Student Self Service MY HOUSING link.

#### EARLY ARRIVAL HOUSING:

Early arrival housing is residence hall housing for days before this contract begins and is subject to availability.

1. Early arrival housing for those students who have a room assignment is available August 19-20, 2009 and January 8-9, 2010.
2. The student may be moved to an assignment other than their academic year assignment during this time.
3. There is an additional daily room and board charge for early arrival housing.
4. There is a separate license contract for early arrival housing.
5. If you are in need of an accessible room during early arrival housing, you must notify the Housing Office in writing.

#### SPRING BREAK HOUSING:

1. Spring break housing is residence hall housing for days during spring break, and the student may be moved to an assignment other than their academic year assignment during this time.
2. Spring break housing and board for those students who have a spring semester room assignment is available March 12-20, 2010.
3. There is an additional daily charge for spring break room and board. Students who sign up for spring break room and board will be charged the appropriate daily rate. (Single rooms are not guaranteed and are only provided if space is available at the lodging facility selected by the Housing Office.) Refer to the Residence Hall Calendar Planner concerning dates related to spring break and related fees.
4. When you apply for spring break housing, you will be held to the terms and conditions of this license contract.
5. If you are in need of an accessible room during spring break housing, you must notify the Housing Office in writing.
6. Meal contracts and dining dollars are not available during spring break.

#### LATE DEPARTURE:

1. Late departure housing for those students who have a room assignment is available, for an additional daily charge, December 18-19, 2009.

### G. ROOM RATE ADJUSTMENT

1. Residents who are in less than designed capacity rooms between October 1, 2009 and October 31, 2009 for Fall and between February 1, 2010 and February 28, 2010 for spring will be charged an additional fee, (i.e., one student in a double room, one or two students in a triple room). See Section C. Room and Board Rates.
2. See Section D. Assignment, General, # 8

H. CANCELLATIONS (Students are encouraged to read this entire section thoroughly and to contact the Housing Office before making other housing arrangements.) You must meet the criteria in H.1. to be considered for a cancellation.

1. Cancellations are approved and no cancellation fee is charged if the student is moving to a University apartment (must be lease holder, or qualify as lease holder), or if the student is getting married (appropriate signed Marriage Certificate). Cancellations are approved and a \$250 cancellation fee is charged if the student is withdrawing from the University or transferring schools. Also see #2, #9 and #10 of this section.
2. Residents who leave the residence halls without an approved cancellation are responsible for the entire room and board contract.
3. Requests for cancellation must be submitted in writing to the Housing Office.
4. Cancellations are final only when approved by the Housing Office.
5. The date a cancellation request is received in our office will be considered the date of the cancellation request.
6. The first installment due date will be considered the date of your cancellation should you choose not to pay it.
7. After receiving your room keys (including early arrival housing), you will be held to the full financial obligation and terms of this contract.
8. 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.
9. After the \$250 first installment has been paid, and prior to acceptance of room keys, approved contract cancellations will result in a cancellation fee as follows: Fall Semester - \$25 until April 15, \$50 from April 16-30, \$75 from May 1-31, \$100 from June 1-30, \$150 from July 1-15, \$175 from July 16-31, \$200 from August 1-15 and \$250 beginning August 16. Spring Semester incoming students - \$75 until October 31, \$150 November 1-30, \$250 beginning December 1. Also see #1, #7, and #8 of this section.
10. Students who withdraw and re-enroll at the University during this contract period are subject to reinstatement of the terms of this contract.
11. 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.

I. CHECK-OUT (Please review Section H. Cancellations.)

1. Residents who check-out of their room and leave the residence halls without an approved cancellation are held to the financial obligations and terms of this contract.
2. Students must contact a hall staff member 24 hours in advance to schedule a time for check-out.
3. Check-out times are between 7:00 a.m. and 10:00 p.m. daily. (Other times require advance arrangements with the Assistant Residence Hall Director, Residence Hall Director or Residence Life Coordinator.)
4. Residents leaving the residence halls or making a room change without completing a check-out form with a residence hall staff member will be charged \$50 for improper check-out as well as damages and fees and are subject to possible disciplinary action. Residents who fail to check-out or who have not received approval for release from their room and board contract will be charged \$100 in addition to the cost of key replacement/recore as well as any damages.
5. Students who abandon property will be charged costs associated with processing the abandoned property.

J. CONTRACT CREDITS

1. Credits for the unused portion of the contract will be pro-rated in accordance with the State Board of Higher Education Refund Policy.
2. Credits are placed on the student's University Account and are applied to unpaid account balances (common damages, individual damages, other University charges).
3. Credit account balances are refunded. To obtain a refund, notify UND Student Account Services, 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373, (701) 777-3911.

K. DINING SERVICES

1. Board is required of all students living in the residence halls. Board contracts are non-transferrable. It is expected that a certain number of meals will be missed and board rates have been calculated with this in mind.
2. The board contract begins for the fall semester and spring semester with lunch, August 21, 2009, and dinner January 10, 2010, respectively, and ends with the noon meal on December 18, 2009, and May 14, 2010, respectively. Schedules of operation will be posted prior to dining centers closing for holiday weekends and semester breaks.
3. Dining Centers: The three dining centers, Wilkerson, Squires and Terrace serve breakfast, lunch and dinner, Monday through Friday, and Wilkerson serves brunch and dinner on the weekends. Wilkerson serves extended dinner Sunday through Thursday. Should room and board counts be determined to be too low, designated dining centers may close for specified periods. Notices will be posted at each dining center in the event that a center is closed.
4. Meals Per Week Board Plans: The unlimited access meal plan is a 7 day meal plan serving unlimited meals per week. The unlimited access meal plan also includes \$130 in Dining Dollars per semester. The 19 meal plan is a 7 day meal plan serving 19 meals a week. The 19 meal plan includes \$95 in Dining Dollars per semester. The 14-meal plan is a 7 day meal plan serving 14 meals per week. The 14 plan meal includes \$60 in Dining Dollars per semester. The 10 meal plan is a 7 day meal plan serving 10 meals per week. The 10 meal plan includes \$40 in Dining Dollars per semester. Meal times are broken down into four meal zones: 1) breakfast, 2) brunch/lunch, 3) late lunch, and 4) dinner. Students may use their meals in any combination of these four meal zones; however, students may only eat once per meal zone, with the exception of the unlimited access meal plan, which is not restricted by meal zones. Serving hours are: breakfast 7 a.m.-10 a.m.; to-go breakfast (Wilkerson and Squires) 7 a.m.-10:30 a.m.; lunch 10:30 a.m.-1:30 p.m.; to-go lunch (Wilkerson and Squires) 1:30-4:30 pm; late lunch (Wilkerson or Terrace) 1:30 p.m.-4:00 p.m.; dinner at Squires 4:30 p.m.-7:00 p.m.; dinner at Terrace 4:30 p.m.-7 p.m., dinner at Wilkerson 4:30 p.m.-7 p.m. Monday-Thursday 4:30 p.m.-8 p.m. Friday, plus dinner and carry-out from 7:00 p.m.-11 p.m. (Sunday-Thursday). Weekend serving hours are: (Wilkerson is the only Dining Center open on Saturday and Sunday): brunch 11 a.m.-1:30 p.m.; and dinner 4:30 p.m.-8:00 p.m. Saturday and 4:30-11:00 p.m. Sunday. Board contract students may dine in any of the three Dining Centers. The board contract week is Monday through Sunday. The meals for the board plans are non-transferable. Brunch and dinner will be served on open University holidays and when the University of North Dakota is closed due to a force of nature.

