



Residence Hall Contract Terms and Conditions

Housing Contract is for the ENTIRE ACADEMIC YEAR

Montana State University – Northern provides on-campus housing for students who are pursuing higher education. The residence halls offer a convenient living environment for traditionally aged students seeking an education at MSU-Northern.

All single Freshman (less than 30 semester credits) under 21 years of age who are not living with their parents, are required to live on campus for a minimum of one academic year.

DURATION AND BINDING NATURE OF THIS CONTRACT

The terms of this contract apply to the entire academic year (8 months) or if entered into after the start of a semester through the remainder of the academic year. *Students who live in the residence halls are required to participate in the University dining program.* Students who sign their Housing Application and pay their \$75.00 Room Damage Deposit to reserve a room have entered a legally binding agreement with MSU-Northern for room and board.

A signed housing contract does not guarantee admission to the University. **Admission to the University is a separate process and an application must be made directly to the Admissions Office.** Canceling your admission to Montana State University – Northern does not cancel your housing contract. Request to cancel your housing contract must be sent in writing directly to the Residence Life Office.

This contract, as stated above, runs through the day first day the residence halls open each semester through the last day of finals week. Students that are graduating must vacate housing no later than 5:00 pm the day of commencement. Exceptions will be approved by a professional staff member within the Residence Life Office.

Students with disabilities are encouraged to make arrangements for any specific needs with the Residence Life Office and the Director of the Learning Success Center.

Once a student has moved into the residence halls and has accepted or signed for a room key, he/she is financially obligated by the contract for the entire academic year.

Summer contracts are coordinated through Extended University and the Residence Life Office. Current students who will be starting the May summer session can make arrangements with the Residence Life Office to remain on campus during the transition period.

If a student requests accommodations after the beginning of the academic year or summer session, charges will be made on a pro-rated basis.

The University reserves the right not to renew a contract at the end of each semester/contract period.

Failure to occupy an assigned space after the contract is in force does not constitute cancellation of this contract or release the student of their financial obligations.

By entering into a housing contract the student agrees to comply with the terms and conditions of the contract, policies and regulations as listed in the Residence Hall Handbook, operating policies and procedures of the University and all other rules and of conduct now in effect or any that may be adopted by Montana State University – Northern during the period of this contract.

Room and board rates, programs, and rules and regulations governing the residence halls are subject to change without notice. Refunds will not be given after the 3rd week of each semester.

FINANCIAL RESPONSIBILITIES

A student may not be financially indebted to the University at the time this contract is authorized. If there is a balance outstanding, it must be paid or other arrangements made with Business Services of Montana State University – Northern. No student with an outstanding balance may move into University housing without written approval of the Dean of Student Engagement or their designee or the Director of Business Services.

A student whose payment has not been received by the scheduled and agreed times will be notified in writing of the outstanding amount due and will be granted 14 days to make payment (or make arrangements to pay). Students who fail to pay or make arrangements to pay – agreeable to the Director of Business Services – will be declared “trespassing”. After 14 days, such student will be notified that he/she must vacate his/her space within 48 hours. If the student has not vacated by this time, the contents of the resident’s room will be confiscated and the lock will be changed. Any charges incurred such as moving, storage or lock changes will be charged to the student.

Each residence hall student must pay a room/damage deposit of \$75. This deposit will be used to pay for any damages that occur in an individual's room during occupancy. The damage deposit can also be used: a) to pay for damages in common areas including, but not limited to hallways, bathrooms and lounges, b) students are liable for fines levied through the conduct process or community damage billing process for violation of policies or community damage. c) For late and/or improper checkout, d) cleaning charges, etc. If charges exceed the deposit, the student will be responsible and liable for the additional amount which will be placed on the student's University account. If there are no damages or outstanding balances, or after the student has fulfilled their contract, the deposit will be refunded. If charges are assessed to the damage deposit and the student is remaining in housing, the deposit must be replenished immediately to maintain an up to date account. No student will be readmitted to University housing at the beginning of or any other time during a semester if he/she has an outstanding fine or housing balance.

The resident will be financially responsible for cost not covered in the Housing Contract Terms and Conditions that are incurred by University housing in enforcement of this contract including but not limited to cleaning costs, the cost of moving a resident's possession, legal fees, storage costs or non-routine maintenance (i.e. burst heat pipes due to student leaving window open).

CANCELLATION OF CONTRACT BY STUDENT

All requests for cancellations of this contract shall be made by filing a Petition for Cancellation/Exemption of Housing. Each case will be decided on its individual merits through the Housing Contract Appeals Committee. NEW STUDENTS (Only) will be able to cancel their contract if written notification is received in the Residence Life Office by May 1st for the fall semester and December 1st for the spring semester – NO EXCEPTIONS.

Any NEW STUDENT who submits a housing contract after May 1st will forfeit their housing deposit if they choose not to live on-campus housing (if not required to live on campus) and have not checked into their residential space. If the student has already checked into their living space, they must file a Petition for Cancellation/Exemption of Housing form which will be reviewed by the Housing Contract Appeals Committee.

RETURNING STUDENTS who decide to cancel their room assignment before the first day of the contract (if not required to live on campus) will forfeit their deposit. If the student has already checked into their living space, they must file a Petition for Cancellation/Exemption of Housing form which will be reviewed by the Housing Contract Appeals Committee.

The University housing contract is an **ACADEMIC YEAR (8 month)** binding agreement with the University. *Students who want to be released from their housing contract at any time during the year MUST file a Petition for Cancellation/Exemption form and go through the Housing Contract Appeals process.*

Once a student have moved into the residence halls and accepted or signed for a room key, he/she is financially obligated by the contract and may only be released for the following reasons:

- Withdrawal from MSUN – *subject to verification*
- Graduation from MSUN – *subject to verification*
- Internship or student teaching assignment out of the Area – *letter and documentation from college*
- Medical condition – *pertinent documentation required*
- Induction to military service – *pertinent documentation required*
- Marriage – *marriage certificate required*
- Living with family member – *documentation required*
- Unusual circumstances – *pertinent documentation*
- Transferring to another school – *documentation required*

The student must file a Petition for Cancellation/Exemption form with the Residence Life Office. Cancellation will be granted in these cases by the Residence Life Office upon verification of the circumstances listed above. Students who petition for the spring semester should submit paperwork prior to December 1st for best consideration. Students who are granted a cancellation will forfeit their housing deposit and will be assessed a \$75 contract cancellation fee. If a student changes their mind and remains a student at Montana State University – Northern but no longer living in on-campus housing, the student will still be responsible for their room and board charges.

A student who withdraws from the University **during a semester** and/or is granted approval to be released for their housing contract will forfeit their housing deposit. **Room/meal refunds are only made through the third week of the semester.**

Any occurrence that prevents the University temporarily from rendering full performance under this contract, such as fire, flood, or other acts, shall not constitute grounds for cancellation by the student.

CANCELLATION OF CONTRACT BY UNIVERSITY

The University reserves the right to terminate residency for cause upon three (3) days written notice. In cases in which a resident's behavior constitutes a significant threat to the safety of residents or other persons or to property of others or the University, a maximum of 24 hours may be given. Other conditions which may result in termination of residency include but not limited to:

- The resident becomes *delinquent in contract payments*, or abandons or vacates the premises.

- The resident performs an act of violence toward an individual or property, or theft of property.
- The resident fails to comply with the Terms and Conditions, Residence Life Handbook, or any other approved Housing policy.
- The resident violates the Montana State University – Northern Student Code of Conduct or state or federal law, including without limitation to illegally possessing, manufacturing, selling, or delivering illegal drugs, or delivering narcotic drugs, or other materials prescribed by state or federal laws.
- The resident fails to adjust to the group living environment.
- The resident is in possession of a beer keg on University Housing premises.
- The resident is in possession of firearms or weapons in student rooms. **Handguns are not permitted.**
- The resident is found guilty of tampering with fire equipment (alarms, extinguishers, smoke detectors, sprinklers, door closures, emergency exits, fire alarm pull stations, etc.) for other than actual emergency situations or intentionally setting false fire alarms.

Suspension or expulsion of a student from the University, or conduct of a student in violation or regulations published in the Student Code of Conduct, Residence Hall Handbook and/or on this contract shall constitute grounds for cancellation of this contract by the University. No refund of the deposit or room and board charges will be given.

In case of such cancellation, the University will deliver written notice to the student at least 72 hours in advance, stating the hour and date of cancellation whereupon the student must vacate the room. The student must make formal arrangements to check out with the appropriate Residence Life staff member in accordance with the cancellation notification to avoid any additional charges.

MEALS

A meal plan is required for all residence hall students. There are several plans to select from to meet your needs. Food Service provides a full-access meal plan for residence hall students and any of our commuter students.

OCCUPANCY

The residence halls will be occupied at times determined by the University for each year. The contract does not provide for housing students between fall and spring semesters. At the end of each semester, residents must be out of the residences halls within 24 hours of their last final or the official closing of the facilities, whichever occurs first.

Only a registered student of Montana State University – Northern who has entered into a contract with the University is permitted to occupy a room/space within the Residence Halls. A student must be enrolled at MSUN and should be taking at least six (6) undergraduate or nine (9) graduate credits to living in the residence halls. If special circumstances arise that necessitates a student to be enrolled at a credit amount less than full time (six to eleven credits as an undergraduate), the student will be considered on a probationary status while living in the residence halls. Requests for exceptions to full-time status must be submitted in writing to the Residence Life Office. Residents are not permitted to assign their housing space or switch rooms with another student. Students must follow the room change process if they want a different assignment.

Applications for housing are accepted until all usable spaces are filled and then a waiting list will be established on a first-come/first-served basis. This contract does not provide housing between the fall and Spring Semesters.

It is understood that preferences for specific buildings, room types, rooms, and /or roommates are **preferences only** and are not guaranteed. Residence hall and room requests are honored by the University in accordance with an established priority system which is keyed to the date of receipt of the application and housing deposit. Roommate requests must be mutual and paperwork submitted in the same timeframe.

There is no guarantee of a single room or a double as a single no matter your class standing and number of years in on-campus housing.

The University reserves the right to make all final decisions as to assignments. The University reserves the right to move or reassign a student as necessary. The University has the right to consolidate residents in order to maintain efficient operations. Residents who remain in a less than capacity room may be requested to move or may be given the opportunity to pay to double as a single rate.

The University may make temporary assignments, placing extra residents in a unit, to accommodate a maximum number of residents. As space becomes available, the resident must move to regular accommodations.

Room and roommate changes may only be made through the Residence Life Office. **Any unauthorized room changes will result in a \$50 improper move/check out fee and may also result in the student's return to the original room.** Room changes may begin two weeks after the first day of classes. Residence Life reserves to deny any requests for reassignment or reassign students as needed.

Individuals needing special medical accommodations should contact the Residence Life Office at (406)265-3561 for information regarding documentation needed. All documentation must be received by June 1 for full consideration. If a single room is granted for reasons of the special accommodation, the student is responsible for any additional single room charges.

It is the responsibility of the student to have his/her room checked for damages by a Residential Life staff member when checking out or to complete the Express Check-out process. To ensure proper check-out, the resident vacating University Housing must make a check-out appointment with a Resident Assistant (RA) at least 24 hours in advance of check out. If a student completes the Express Check-out process, he/she assumes responsibility for any damage assessments. An assessment of \$50 will be made against the student's deposit for improper checkout.

Students are responsible to keep their rooms clean and to exercise reasonable care of the furnishings. If there is damage to the facility, fixtures or furnishings causing repair or replacement, or if the University must clean a room vacated by a student, an assessment will be made against the student's room deposit.

Any student approved by Residence Life to arrive before and/or remain after the contract period will be charged the daily rate of their room cost. If a student has been approved by Residence Life and/or is being sponsored by a University department or program, the department or program may incur the early/late stay costs for the dates they request students on campus. Students that have been approved to arrive early/stay late are responsible for following all the University and Housing policies and procedures. Students found in violation may be asked to leave and will face additional student conduct disciplinary action.

Any student applying for on-campus housing that has a felony conviction or any student who is convicted of a felony while living on campus will be reviewed on an individual basis to determine if the individual will be allowed to reside in the on-campus facilities of Montana State University – Northern.

LIABILITY, FIRE, THEFT OR DAMAGE

Although the University will use all reasonable efforts to protect student property, it is understood that the University is not in any way liable for the loss or theft of, or damage to, any property belonging to students. Students shall not hold the University responsible for damage or injury that may be sustained by the student or caused by breakage, leakage or obstruction of pipes, and from other latent defects not known to the University. The University has the right to restrict the amount and use of the resident's furniture. Waterbeds are not allowed. The resident is not allowed to remove University furnishings.

The University does not carry insurance on students or student property. Residents are encouraged to review their parents' homeowners and health insurance policies for coverage or to purchase renters insurance. Students are expected to keep their rooms locked when they are away for even brief periods of time.

Occupants and users of college property must accept responsibility for the care of the property. Repair of damage other than normal wear and tear is the financial responsibility of all occupants. Cost for damages in the hallways, or other semi-public areas may be assessed proportionally to members of the group. If damage exceeds expected normal wear and tear, residents will be held financially responsible for any damage caused by their guests. Residents will be held financially responsible for any excessive cleaning that is needed.

The student agrees to abide by the policies and regulations of University housing as they exist, or as they shall be amended by the University and Residence Life, and to abide by the policies of Montana State University - Northern. Failure to observe all terms of this agreement and to pay the charges provided for herein shall, at the election of the University be grounds for dismissal of the student from University housing. If such a situation should arise, the student shall be afforded the rights of due process according to the Montana State University – Northern Student Code of Conduct. In the case of dismissal from the University or University housing, see Section Cancellation of Contract by University.

All students must remove all belongings from their rooms at the end of the contract period or upon cancellation of a contract during the year. Failure to do so will result in a moving and/or storage cost and an assessment of \$50 for late/improper checkout. The University assumes no liability for damage to personal belongings due to moving and/or storage.

REPAIRS AND MAINTENANCE

Any decorating by the resident which is not approved by Residence Life will result in charges to restore the living unit to original condition or charges for resulting damage.

Residence Life and Facilities Services are responsible for maintaining living units, grounds, and public areas. If there is a problem that needs attention in the resident's living space, the student is responsible for promptly notifying the Residence Life Office.

GENERAL CONDITIONS

KEYS

Keys will be issued to the resident for their assigned living area at check-in. Loss of key(s) during residency or failure to return key(s) at time of checkout will result in charges being assessed to the student for a lock change.

HEALTH AND SAFETY

The resident is responsible for maintaining a safe, healthy environment within his/her unit. The resident is required to comply with scheduled safety and cleaning responsibilities. A health and safety inspection is conducted in every room each term. The University will treat each living unit for pests twice a year and upon request.

PARKING

Each residential student is eligible to bring/park only ONE vehicle on campus. Long flatbed trailers, trailers, campers, and other oversized vehicles, etc. are not permitted to park or be stored on University property.

PETS

The only pets allowed in University housing are aquarium fish. Aquariums are limited in size to 10 gallons (one per resident). Fish must be removed during extended vacations. Damage associated with water seepage to University property or to the property of other members of the Montana State University - Northern community will be the responsibility of the owner(s) of the aquarium. Residents may not volunteer to watch a pet nor have one visit. If it is confirmed that a student has an animal in their living unit, their residency may be terminated. Students that have pet accommodation needs must contact the Residence Life Office and must have prior approval before an animal may arrive to campus. Visiting pets are not permitted in campus housing or other University buildings.

PRIVACY RIGHTS/RIGHT OF ENTRY

University staff members are authorized to enter living units without notice when they consider a potential threat to health, safety, or welfare of the residents exists. Such entry will be in the presence of the resident except when circumstances of an emergency nature make such presence impractical. The University reserves the right to enter living units without notice to make timely inspections, repairs, additions, or alterations requested by the resident. University staff members may enter a room in the event that a noise disturbance (i.e. alarm clock, loud noise) is occurring in the absence of the resident, or to check occupancy status of the room. If there is a policy violation in "plain view" the student will be held accountable for the violation. Other students or family members will not be admitted to a room in the absence of the occupants unless prior written permission was arranged through the Residence Life Office. If it becomes necessary to search a room, the staff member must acquire internal permission to search from the Residence Life Coordinator or the Dean of Student Engagement. Searches of criminal proceedings will be performed by law enforcement officials and in accordance with all due process as guaranteed by law.

WEAPONS/EXPLOSIVES

Dangerous weapons, including but not limited to firearms, martial arts equipment, hunting knives, bow and arrows, swords, paintball guns, ammunition are not permitted in any living unit. Flammable liquids (i.e. gas, kerosene, camp fuel, etc.), explosives of any nature, including fireworks are not permitted in living units or their surrounding areas. Handguns are not permitted on University property.

ALCOHOL/DRUGS

Alcoholic beverages may be possess and consumed by persons of legal age in their assigned living area or within another living area where all occupants of that area are of legal age. Living area shall be defined as the living unit and do not include lounges, hallways, breezeways, multi-purpose rooms, laundry rooms, balconies, patios, grounds, or other public areas. Kegs are not allowed, will be confiscated and possession of same may lead to termination of residency. Possession or using illegal drugs or drug paraphernalia in any on-campus housing unit or surrounding area will result in disciplinary action up to and including termination of residency.

GUESTS

The University restricts the number of guests in living units, including overnight guests. The resident is responsible for the behavior of his/her guests and any violations resulting from the guests' actions. The resident is not permitted to sublease or provide routine lodging to guests. Overnight guests are not permitted until classes begin each semester nor during the week of final exams. A student who wishes to house a guest in his/her room may do so for a period of **no more than three nights consecutively and no more than a total of 10 nights per semester upon the consent of his/her roommate.** For reasons of safety, the Resident Assistant of the living area must be notified upon the arrival of an overnight guest. No guest may be housed in lounges or any other public areas in University housing. Guests are subject to the same rules and regulations as all residents. The host student is responsible for all the actions of his/her guest(s). Guests may be asked to leave housing immediately if found involved in any policy violations. Overnight guests are not permitted until the 2nd week of classes of each semester and overnight guests are not permitted during the week of final exams each semester.

SOLICITATION

Door-to-door salespeople or solicitors are not permitted in/on University Housing premises. Off-campus vendors are not allowed to solicit business in University housing. Residents are not allowed to conduct businesses from their residence hall. These businesses include advertised services such as Mary Kay, nail design, hair styling, babysitting, and computer hardware servicing where money is exchanged. (*The above services are meant as examples and do not constitute an exhaustive list.*) A campus organization wishing to solicit in or around on-campus housing units must seek permission of the Residence Life Office.

SMOKING/CANDLES/INCENSE

Smoking of any kind; burning of incense, candles or any other open flame are not permitted in any residential living unit.

TRASH REMOVAL

Garbage and trash removal is provided by the University. The resident is responsible for removing trash and garbage from his/her living unit to the designated areas provided by Residence Life. Student may be fined for putting personal trash in bathrooms, laundry rooms or common area trash containers. Students are responsible for taking personal trash to the outside dumpsters.

APPLIANCES

The university reserves the right to control use of appliances. The resident may not move or disconnect University installed appliances.

CONDUCT

Students living in on-campus housing are expected to conform to standards of conduct consistent with the educational objectives and priorities of Montana State University - Northern. Respect and consideration for the rights of others and their needs for study and rest must receive priority over other needs. Each student is expected to respond appropriately to requests from University staff members and fellow students concerning behavior, which does not honor this priority.

GENERAL REQUIREMENTS

In signing this contract the student agrees, during the term of his/her occupancy in University housing, to comply with all rules and regulations of the University and Residence Life. The general rules and regulations of the University are printed in the University Catalog and the Student Handbook, Residence Life Handbook etc. This written contract supersedes all previous contracts as well as any verbal statements or telephone conversations concerning this contract.

The University reserves the right to deny an application from a former residential student, who was evicted, has a history of delinquent room and board payment, caused physical damage to the facility, or violated other terms of previous residential occupancy.

The University reserves the right not to enter into (and/or terminate) a contract for anyone who, in the judgment of the University, represents a threat to the health, safety, and welfare of either themselves or others, or anyone who provides false information to the University.

The University reserves the right to change social regulations without prior notice.

The student (and the student’s parent or guardian) acknowledges that he/she has read this contract, understands it, and agrees to be bound by its terms and conditions.

“I also understand that as a resident of the Montana State University-Northern residence halls, I agree to pay any and all collection costs that the college may incur in the collection of amounts I owe.”

Residence Life at Montana State University – Northern is meant to be an educational and enjoyable experience for all students residing on campus. Trained staff members are available as qualified resource people to assist students with personal and academic adjustments and concerns. Along with providing basic necessities to the resident student (bed, dresser, desk, closet, chair, etc.), the Residence Life Office encourages residents to become involved in a variety of student activities. Living on campus at Montana State University – Northern will hopefully help a student grow and learn a great deal about community living.

_____ (Full Legal Signature of Student) _____ (Print Name) _____ Date

_____ (Full Legal Signature of Parent or Guardian, if student under 18 years of age) _____ Date

Office Use

Date Signed Terms and Conditions Form Turned In: _____

Accepted by: _____
Print Name Date