

The Residence Hall Contract creates a housing license agreement for the student to use campus housing and is not a lease. The relationship between Dakota College at Bottineau (College) and the student is that of a licensor-licensee and not that of a landlord-tenant. A license creates a privilege for students to use residential housing. As such, it will be at the sole discretion of College, upon any violation of this license agreement, college housing policies, college regulations, or other applicable law, or if, in the College’s sole discretion, the health, safety or general well-being of the resident or others is threatened in any way, the resident may be provided the opportunity to remedy the violation, may be immediately evicted and/or may be referred for disciplinary action. In the event a resident is provided the opportunity to remedy the violation and fails to do so to the College’s satisfaction and within a reasonable time period, the resident may be immediately evicted and/or referred for disciplinary action.

Application and Assignment Procedures

1. There is a \$50 nonrefundable application fee payable to Dakota College at Bottineau. This must be submitted with the Residence Hall Application/Contract
2. Room Assignments – Residence hall and roommate preferences are honored if possible. Roommate requests must be mutual and are not guaranteed. Students wishing to share a room should apply at the same time.
3. Dakota College at Bottineau reserves the right to refuse an assignment to any applicant based on their conduct and/or outstanding debts to the College.
4. Single Room Assignments – Single rooms are assigned by an established priority system and will be assessed a higher fee. Highest priority will be given to returning sophomore students with the highest-grade point averages.
5. Completing the Residence Hall Application Contract is the initial process in applying for housing. Final confirmation of a hall and room assignment will follow. *Admission to the College does not mean you have been assigned a room.*

All Full Time Students

Unmarried students under the age of 21 who do not have dependents residing with them are required to live and board in College housing or live at home with their parents or legal guardians and commute to school. To appeal this process students are required provided a written request to the Housing Director. The appeal request will be reviewed by the housing committee whereby the committee will make a final decision.

A typical semester and yearly contract costs (fees subject to change, per SBHE approval spring 2021)

	<u>Semester</u>	<u>Yearly</u>
• Double occupancy (Gross and Mead Halls)	\$1467.50	\$2935.00
• Single occupancy (Gross and Mead Halls)	\$2017.50	\$4035.00
• Suite occupancy (Milligan Hall)	\$1160.00	\$3220.00
• Suite occupancy (Milligan Hall – renovated rooms)	\$1710.00	\$3420.00
• 7 Day – 15 Meal board plan	\$2172.50	\$4345.00
• 7 Day – 19 Meal board plan	\$2447.50	\$4895.00

Students who arrive prior to the start of the semester due to athletic team practice requirements will be provided meals in the dining center. The costs for these meals will be assessed on a daily basis, which will be calculated using the daily rate for the current meal plan.

Room and board fees for the fall and spring semesters must be paid when tuition payment for these semesters is made or the individual risks cancellation of the reservation.

Students wishing to make installment payments must have prior approval. Contact Dakota at Bottineau Business Office for more information: 701-228-5430 or email heather.vestre@dakotacollege.edu

Dakota College at Bottineau reserves the right to change room and board fees at any time, upon approval by the State Board of Higher Education.

Board (Meal Plan)

1. All students living in the residence halls are required to purchase a board contract. Students have the choice of two meal plans: 7 day – 15 meal plan or 7 day – 19 meal plan. Switching from one meal plan to the other is allowed only during the first two weeks of the semester.
2. Rates have been established for board to begin with breakfast on the day prior to classes beginning for fall semester and spring semester.
3. The dining center is closed during winter break. Special schedules are created for other holidays and vacation periods. These schedules will be posted outside the dining center and in the lobbies of the resident halls.
4. Sack lunches are available for students whose class/work schedules conflict with the dining center hours. Refunds are not given for missed meals.
5. Students may not share food with students who have not purchased a meal plan.

Occupancy

1. Full-time students receive preference for residence halls. If residence hall space is available, part time students may apply for assignments. Students must occupy their assigned rooms and may not sublet or reassign rooms.
2. Transfer or vacancy of rooms must be cleared through the Housing Director and Hall Head Resident.
3. Dakota College at Bottineau reserves the right to consolidate residents if occupancy in a residence hall is less than 100%. Consolidation may also occur in the interest of health, safety, or conduct of the residence hall program.
4. New students may move into the residence halls at 10:00 am on the Thursday before registration during the fall and returning students may move into the residence halls at 10:00 am on the Saturday and Sunday before classes begin. All students must vacate the residence halls by the last day of the semester. Residence halls are closed during winter break and residents must vacate the halls.
5. If a student's roommate leaves the room or does not check-in at the beginning of a semester, the remaining student has two days to find a new roommate, be assigned a roommate, or be billed on a prorated basis for a single room. In cases where it is impossible for a resident to have a roommate because the hall residence is an uneven number, or if there are mitigating circumstances, the single room fee will not be applied. The Housing Director will determine what

constitutes a mitigating circumstance and has the right and authority to determine when a single room fee will be applied.

Liability

Dakota College at Bottineau assumes no responsibility for loss or damage to residents' personal property, including hunting equipment locked in College storage. Residents should consider the purchase of insurance or an extension of their parents' insurance to cover loss or damage of personal property. In addition, residents agree not to hold responsible Dakota College and its employees and agents from any claims or damages sustained by residents or others in their rooms as a result of acts or omissions relating to any changes or modifications made to rooms or furnishings. This makes residents financially responsible and releases the College in the event of damage or injury.

Cancellation and Refund Policy

1. Reservations for rooms not occupied by the first day of classes are subject to cancellation unless the Housing Director is notified in regard to when the applicant will be accepting his/her room.
2. Before the 60% point of an enrollment period, room and board will be refunded on an instructional week prorated basis. If a student uses the residence hall or cafeteria one day into an instructional week, this will constitute an entire instructional week and the student will be charged accordingly. After the 60% point of an enrollment period, there will not be a refund of the room fee. Board refunds will be made on a prorated basis to the end of the term. If a student has his/her contract cancelled due to disciplinary reasons, there will be no refund of the room fee.
3. Students are responsible for properly checking out of the residence halls according to established procedures. Additional charges for damages, missing keys, and cleaning will be assessed when necessary.
4. Dakota College at Bottineau reserves the right to remove and dispose of the personal belongings of students who do not remove their property. Students who do not remove their personal belongings may be subject to a storage fee imposed by College. Dakota College at Bottineau will not assume responsibility for the student's belongings under these conditions and will hold the student financially responsible for losses incurred in storing.
5. Personal property not removed from a residence hall will be considered abandoned if not claimed by the mid-term week of the following semester. Such property will be disposed of in accordance with the College's policy and procedures for abandoned property.
6. Students who have reserved a residence hall room, but do not move in, will be assessed a \$200 cancellation fee. Students who have reserved a residence hall room but wish to cancel their reservation must submit a written request to the Dakota College Housing Office. The form for this request is available from the Housing Director (Mark LaCroix at mark.lacroix@dakotacollege.edu). The cancellation request will be reviewed and the student will be notified of a decision on whether or not it is approved.

Hall or Room Contents and Uses

1. Rooms are equipped with closets, mirrors, desks, chairs, window coverings, beds, and mattresses (standard length).

2. Residents must provide their own bed linens, blankets, pillows, towels, toiletries, and wastebaskets.
3. Additional furniture brought into the rooms may be subject to approval of the Housing Director.
4. Residents are responsible for cleaning their rooms and will be assessed a cleaning fee if health, safety, or sanitation standards are not acceptable.
5. The following items are permitted, provided they are UL approved and portable:
 - a. refrigerators (not exceeding 4.5 cu. ft.),
 - b. microwaves,
 - c. stereos,
 - d. televisions,
 - e. coffee pots, and
 - f. hair dryers.
6. The use of the following is prohibited in residence halls:
 - a. firearms,
 - b. firecrackers, explosives,
 - c. knives, bows and arrows,
 - d. weightlifting equipment, and
 - e. airsoft and paintball guns.
 - f. all cooking equipment is prohibited except items listed in 5.
 - g. candles, incense, open flames, potpourri pots, melted wax pots, and halogen light bulbs
 - h. antenna masts or aerials for radios or TVs
 - i. window displays
 - j. pets
 - k. cleaning or skinning of game.
 - l. gambling
 - m. hazardous materials as identified by the State Fire Marshall.
7. Residents are not permitted to make alterations, install lofts or bunk beds, install equipment, paint rooms, or make repairs to their rooms.
8. Nails, appliqué, thumb tacks, or screws may not be used on walls or ceilings.

Damages

The willful destruction or theft of College, public or private property is prohibited. Willful damage is subject to actions by civil law enforcement and residence hall staff.

1. Residents are liable for damage to residence hall property resulting from negligence or misuse by the students. When responsibility for damage within a room cannot be determined, the roommate(s) will be jointly responsible.
2. Wing residents will be responsible for damage to a specific wing. All residents of the hall are responsible for common area damage.

Services

1. Free-use washers and dryers are furnished in the residence halls.
2. Each suite or room has access to internet service and cable TV at no additional charge
3. Mail and package service is provided Monday through Friday, except on holidays, during normal business hours.

Search and Inspection

The right to inspect rooms without notice is reserved by the College at any time convenient to its staff, and any other steps that may seem necessary for proper maintenance of the residence halls and enforcement of the regulations is reserved by the College.

Safety and Security

1. Students are required to comply with safety and security procedures. Tampering with locked doors or emergency and fire equipment and/or activating false alarms endangers the lives and safety of residents, and persons responsible for this misbehavior will be subject to disciplinary actions, including removal from the hall and criminal prosecution.
2. All residents must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors should be closed and lights left on.
3. Residents are not permitted on the roof of the building. Windows may not be used for entrance to or exit from the building. Screens must remain on windows. A standard fine will be assessed for screen tampering or removal.
4. Access is limited to the resident and his/her guest. Room keys may not be duplicated and all requests for replacement keys must be submitted through the Housing Director
5. Residence halls are equipped with security cameras. Policies and regulations regarding security cameras are available in the Residential Life Handbook.

Standard Regulations

1. Alcoholic Beverages and Illegal Drugs: The possession or consumption of alcoholic beverages and illegal drugs is prohibited in residence halls and all other areas of the campus. Students are expected to abide by State Board of Higher Education and DCB policies, local ordinances, and state laws regarding the consumption or possession of alcoholic beverages and the possession or use of illegal drugs. Empty alcoholic containers and drug paraphernalia are likewise prohibited. Violations of this policy and/or other policies impacting fellow residents may result in your removal from the residence halls. Non-college students, who are of minority age, found in situations with alcohol or drugs in the residence halls are subject to arrest, as are their hosts.
2. Tobacco use, in all forms, is prohibited on campus.
3. Students may not disturb the rights of others, harass, haze, or create excessive noise. Any attempt to physically or verbally harass or abuse another individual (staff or student) may result in immediate removal from the hall. Also, behavior which attempts to force a roommate to move out of a room or to prevent a new roommate from moving into a room is prohibited.

In addition to this contract, students are expected to abide by the rules and regulations set forth in the Dakota College Student Handbook and the Residential Life Handbook. Residents who violate the rules and regulations listed in these publications risk termination of this contract.

Mead Hall - A men's residence hall that accommodates single or double occupancy. There are five "wings" in Mead Hall; each wing has bathroom and shower facilities. There are 55 rooms in Mead Hall. Room sizes are 11' x 13', 11' x 12', and 13' x 14'.

Gross Hall - A women's residence hall that accommodates single or double occupancy. There are two floors in Gross Hall; each floor has bathroom and shower facilities. There are 36 rooms in Gross Hall. Room size is 16' x 10'.

Milligan Hall - A residence hall that is constructed in a suite configuration. Each room has bathroom and shower facilities. There are 16 rooms in Milligan Hall. The main living area is 22' x 9'.

Dakota College at Bottineau**Home of the Lumberjacks and Lady Jacks****Residence Hall Application/Contract****Academic Year: 20**____/20____

First Name: _____ Middle Name: _____
Last Name: _____
Street _____
Address: _____ City/State/Zip: _____
Home #: _____ Cell Phone #: _____
E-mail: _____ Date of Birth: _____
Gender: _____ Year in School: _____
Emergency Contact & Phone Number: _____

If you are an athlete, please check your sport below:

- Baseball Softball Women's Hockey
 Men's Basketball Volleyball
 Men's Hockey Women's Basketball

Please make your dorm selection below. Your preference will be taken into consideration, although cannot be guaranteed.

Male SelectionFemale Selection

- Mead Hall - Single room Gross Hall – Single Room
 Mead Hall – Double room Gross Hall-Double Room
 Milligan Hall – Suite (4) Milligan Hall – Suite (4)

Roommate Preference

If there is a roommate who you would prefer, please add their information below. We recommend that both roommates contact the Housing Director to let him/her know that you would like to live together.

Full Name: _____ Phone #: _____
Email: _____
Why would you like them as your roommate?

Dinning Package

Dakota College has two different dinning plans for you to choose from. See pricing on Page 1. Please make your selection below.

- 15 Meal Plan- 7 Days a Week
 19 Meal Plan- 7 Days a Week

Physical Health Conditions

Please note anything health conditions that we need to be aware of. This will assist us in providing the best service that is needed for you to succeed. It will also assist us in selecting the best possible roommate for you.

- I do not have any health conditions that Dakota College needs to be aware of.
 I do have any health conditions that Dakota College needs to be aware of.

Please comment on any health conditions you have:

This license agreement may be terminated by Dakota College at Bottineau if you violate any of the residence hall rules or regulations or engage in other conduct which justifies your removal from the residence halls for the best interest of other residents and residence hall management. Termination may also result from nonpayment of room and board fees or from violating your housing eligibility status.

By signing this agreement, I understand that Dakota College at Bottineau may consolidate or move residents into specific wings, floors, or halls within the system if occupancy in a residence hall or the residence hall is less than 100%. This means that initial hall assignments as received may be changed if occupancy in any or all of the residence halls is not at maximum capacity.

I have read and agree to the policies outlined in the license contract for residence halls and board contract, and I am willing to accept a housing assignment in accordance with such policies.

Students Signature: _____

Date: _____

Parents Signature: _____

Date: _____

Please contact the Dakota College Business Office to pay the \$50.00 fee. All credit cards accepted (excluding American Express)

Call: 701-228-5430 or Mail to: Dakota College Student Services 105 Simrall Blvd Bottineau, ND 58318-1198