



## Dakota College at Bottineau 2024-2025

- Terms and Conditions of License Contract for Residence Halls
- Terms and Conditions of Board Contract

### 1. Application and Assignment Procedures

- A. A \$50 nonrefundable application fee (payable to Dakota College) must be submitted with the room and board contract.
- B. Room Assignments – Residence hall and roommate preferences are honored if possible. Roommate requests must be mutual and are not guaranteed. Students wishing to room together should apply at the same time.
- C. The College reserves the right to refuse an assignment to any applicant based on their conduct and/or outstanding debts to Dakota College.
- D. Single Room Assignments – Single rooms are assigned by an established priority system. First priority will be given to returning students and housing applications submitted prior to May 1st.
- E. Students who report a criminal conviction may be ineligible from residing in campus housing. Students with a conviction may be required to submit a background check at their own expense. Failure to report a criminal conviction will result in termination of the housing contract.

Completing the room and board contract is the initial process in applying for housing. Final confirmation of a hall and room assignment will follow. Admission does not mean you have been assigned a room.

2. **All full-time, unmarried students under the age of 21 who do not have dependents residing with them are required to live and board in campus housing or live at home with their parents or legal guardians and commute to school.**
3. **License: 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 (DCB) and the student is that of a licensor-licensee and not that of a landlord-tenant. A license creates a privilege for you to use residential housing. As such, it will be at the sole discretion of the 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.**

### 4. Semester and yearly contract costs (fees subject to change)

|   | <u>Semester</u> | <u>Yearly</u> |
|---|-----------------|---------------|
| • Double occupancy (Gross and Mead Halls)         | \$1563.00       | \$3126.00     |
| • Single occupancy (Gross and Mead Halls)         | \$2180.00       | \$4360.00     |
| • Suite occupancy (Milligan Hall)                 | \$1715.00       | \$3430.00     |
| • Suite occupancy (Milligan Hall Remodeled Suite) | \$1927.50       | \$3855.00     |
| • 7 Day – 15 Meal board plan                      | \$2636.00       | \$5272.00     |
| • 7 Day – 19 Meal board plan                      | \$3006.00       | \$6012.00     |

- A. Room and board fees for the fall and spring semesters must be paid when tuition payments are due unless the student is on financial aid or sets up a payment plan. Tuition, housing and meal plans are due in full by September 4th, 2024 for the fall semester and January 22nd, 2025 for the spring semester.

- B. Students wishing to set up a payment plan for tuition, housing and meal plans must contact the DCB Business Office at (701) 228-5430.
- C. **Dakota College reserves the right to change room and board fees at any time, upon approval by the State Board of Higher Education.**

#### 5. **Board (Meal Plan)**

- A. All students living in the residence halls are required to purchase a board contract. Students have the choice of two meal plans: 15 meals per week OR 19 meals per week.
- B. Rates have been established for board to begin with breakfast on the day prior to classes beginning for fall semester and spring semester.
- C. Switching from one meal plan to the other is allowed until November 1<sup>st</sup> of the fall semester and April 1<sup>st</sup> of the spring semester.
- D. The dining hall is closed during winter and summer breaks. Special schedules are posted for other holidays and vacation periods.
- E. Boxed lunches are available for students whose class/work schedules conflict with the dining hall hours.
- F. Refunds are not given for missed meals.
- G. Students may not share food with non-contract students.

#### 6. **Occupancy**

- A. Full-time students receive preference for residence halls. If residence hall space is available, part-time (six credit minimum) and online students may apply for assignments.
- B. Students must occupy their assigned rooms and may not sublet or reassign rooms.
- C. Transfer or vacancy of rooms must be approved by the Director of Student Life.
- D. The College reserves the right to consolidate residents if occupancy in a residence hall is less than 100%.
- E. Consolidation may also occur in the interest of health, safety, or conduct of the residence hall program.
- F. New students may move into the residence halls from 8am to 4pm on the Friday before classes begin in the fall and returning students may move into the residence halls from 12pm to 4pm on the Sunday before spring classes begin. All students must vacate the residence halls by 5pm Sunday, on the last day of the semester. Residence halls are closed during winter break and residents must vacate the halls.
- G. If a student's roommate leaves the room or does not check-in at the beginning of a semester, the remaining student will be assigned a new 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 Director of Student Life will determine what constitutes a mitigating circumstance and has the right and authority to determine when a single room fee will be applied.

#### 7. **Liability**

The College assumes no responsibility for loss or damage to residents' personal property, including hunting equipment locked in the College storage. Residents should consider the purchase of renters insurance or an extension of their parents' homeowners insurance to cover loss or damage of personal property. In addition, residents agree not to hold responsible the 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 to the College and releases the College in the event of damage or injury.

## 8. Cancellation and Refund Policy

- A. Reservations for rooms not occupied by the first day of classes are subject to cancellation unless the Director of Student Life is notified in regard to when the applicant will be accepting his/her room.
- B. Until November 1<sup>st</sup> of the fall semester and April 1<sup>st</sup> of the spring semester, room and board will be refunded on a weekly 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 these dates, there will not be a refund of the room and/or board fees. If a student has his/her contract cancelled due to disciplinary reasons, there will be no refund of the room fee.
- C. 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. Students who fail to check out properly will be assessed a \$100 fine. Students who fail to return key and fob will be assessed a \$25 replacement fee. Students who fail to inform the housing department of their vacancy will be billed for their room and board plan until confirmation of vacancy is determined, or by the date of academic withdrawal.
- D. The College reserves the right to remove and dispose of the personal belongings of students who do not remove their property. Belongings not claimed after 30 days will be donated, disposed or become college property.

## 9. Hall or Room Contents and Uses

- A. Rooms are equipped with closets, mirrors, desks, chairs, window coverings, beds, and mattresses (standard length).
- B. Residents must provide their own bed linens, blankets, pillows, towels, toiletries, and wastebaskets.
- C. Additional furniture brought into the rooms may be subject to approval of the Director of Student Life.
- D. Residents are responsible for cleaning their rooms and will be assessed a cleaning fee if health, safety, or sanitation standards are not acceptable.
- E. The following items are permitted, provided they are UL approved and portable: refrigerators (not exceeding 4.5 cu. ft.), microwaves, stereos, televisions, coffee pots, curling irons and hair dryers.
- F. The use of the following is prohibited in residence halls:
  - 1. Firearms, firecrackers, explosives, knives, bows and arrows, weightlifting equipment, and airsoft and paintball guns.
  - 2. ALL cooking equipment is prohibited in student rooms except items listed in E.
  - 3. Candles, incense, open flames, potpourri pots, melted wax pots, and halogen light bulbs.
  - 4. Pets.
  - 5. Cleaning or skinning of game.
  - 6. Gambling.
  - 7. Hazardous materials as identified by the ND State Fire Marshall.
- G. Residents are not permitted to make alterations, install lofts or bunk beds, install equipment, paint rooms, or make repairs to their rooms.
- H. Nails, appliqués, thumb tacks, or screws may not be used on walls or ceilings.

## 10. 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.

- A. Resident is liable for damage to residence hall property resulting from negligence or misuse by the students.
- B. When responsibility for damage within a room cannot be determined, the roommates will be jointly responsible.
- C. Wing residents will be responsible for damage to a specific wing. All residents of the hall are responsible for common area damage.

## 11. Services

- A. Free-use washers and dryers are furnished in the residence halls.
- B. Each suite or room is provided free WiFi; cable TV service can be provided at a minimal monthly cost to the student.
- C. Mail service is provided Monday through Friday, except on holidays.

## 12. 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.

## 13. Safety and Security

- A. 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.
- B. All residents must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors should be closed. Monetary fines will be assessed to students who ignore fire alarms and fail to vacate the building.
- C. Screens and Roofs: Residents are not permitted on the roof of the building or exterior ledges. Windows may not be used for entrance to or exit from the building. Screens must remain on windows at all times. A standard fine will be assessed for these infractions.
- D. Access is limited to the resident. Room keys may not be duplicated and all requests for replacement keys must be submitted through the Head Resident or Director of Student Life. Students may be responsible for the cost of replacing lost or stolen keys/fobs.
- E. Residence halls are equipped with security cameras. Policies and regulations regarding security cameras are available in the Residential Life Handbook.

## 14. Standard Regulations

- A. 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.
- B. **Tobacco use, in all forms, is prohibited on campus. This includes vaping and vape products.**
- C. 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 DCB 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 2 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 co-ed 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'.