APT CONTRACT & APPLICATION 2015-2016

Where the people make [the difference].
Williston State College provides a home-away-from-home for over 200 students. Although living on campus is not required, it offers many benefits including: Easy access to the college, a great chance to meet new people and make new friends, opportunities for learning to live with others, and a better chance to be involved in social activities.

HOUSING OPTIONS

ABRAMSON & MANGER HALLS

APARTMENT–STYLE FAMILY HOUSING

- Each apartment has a living room, an efficiency kitchen, and a two-sink bathroom.
- On-site laundry facilities
- Apartments are unfurnished
- Free wireless internet
- Free cable TV access

RATES

1 bedroom apartment $720/month*
2 bedroom apartment $875/month*
2 bedroom renovated apartment $1030/month*

Payment is due no later than the 5th of each month. A $200 security deposit is required of each student at time of application this will be applied to the 1st months rent.

* Rates are subject to change

FOR MORE INFORMATION, CONTACT:
Director for Residence Life at 701.774.4528 or wsc.housing@willistonstate.edu
OFFER/LICENSE
Williston State College offers apartment style housing in consideration for payment of the fee in effect at the time of occupancy. This document creates a license for the student to use apartment style campus housing and is not a lease. The relationship between WSC 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 terms and conditions of this contract and college regulations/policies. The written terms of this contract supersede all previous contracts as well as any verbal statements, telephone conversations, or emails made concerning this contract.

LENGTH OF LICENSE CONTRACT
This license contract renews on the 1st of each month.

ELIGIBILITY/OCCUPANCY REQUIREMENTS
1. All applicants must meet the following requirements:
   a. Applicant must be enrolled as a full-time on-campus student of Williston State College. A minimum passing credits of 12 per semester constitutes a full-time study load.
   b. Student’s account must be in good standing with the Business Office. The college reserves the right to cancel the assignment and priority number of any applicant who has an outstanding balance on their student account.
   c. Student cannot have had drug/alcohol violations or other severe violations of college policy in the last semester they lived on campus prior to applying. The Director for Residence Life, or his/her designee, reserves the right to refuse/revoke placement based on student’s violation history.
   d. Student’s spouse and/or child resides permanently in the on-campus residence.
2. Students are eligible to reside in the campus apartments if they meet one of the following requirements:
   a. Student is married & living with spouse (copy of marriage certificate must be on file with Housing Office).
   b. Student has primary custody of child (copy of birth certificate must be on file with Housing Office).

FAMILY MEMBERS
The license contract should be completed and signed by the primary student (the primary student is the one whose eligibility will determine the right to residency). Falsification of any information will result in cancellation of the license contract or, if an assignment has been made, constitutes a breach of the license agreement.

LOSS OF ELIGIBILITY
1. If a student’s enrollment is cancelled or otherwise terminated, the term of this license contract automatically ends. The licensee will be given the option to retain the unit at a rate of 150% of the current market rate which would be prorated from the time the licensee status changes. The licensee can retain the unit at the 150% rate for no longer than 30 (thirty) days unless granted an extension by the Director for residence Life or his/her designee.
2. The licensee agrees to vacate their unit within 10 (ten) days of termination of eligibility or date of graduation, whichever is earlier, unless an extension is granted by the Director for Residence Life or his/her designee.

ASSIGNMENTS
1. Students are considered for placement after an application, and the $40 application fee has been received by the Housing Office. Placement cannot be guaranteed. Assignments are made first according to building occupancy and then by date of application. Applications are not considered complete until payment of application fee has been received. If a student is not immediately assigned, applicant will be placed on a waiting list. Once the student is assigned, a $200 deposit is required within 10 days of assignment. The deposit will be applied to the 1st month’s rent at time move-in.
2. The Housing Office will attempt to assign students to the specific unit or type of unit requested. However, depending on availability, it may not always be possible to assign students to their first choice of unit or unit type. WSC Housing Office reserves the right to reallocate students to different units when deemed appropriate or necessary. Reallocation may be made without prior notice to the occupants.

PAYMENTS
1. Rent is due on or before the fifth of each month. You will not receive a billing statement.
2. Payments may be made by cash, check or credit card at Student Finances during their hours of operation or by mail to the Student Finances Office, 1410 University Avenue, Williston, ND 58801. You may pay online through Campus Connection using debit or credit card (Visa, MasterCard, Discover, or American Express). When making payments, please specify that you would like the payment applied to your WSC housing.
3. Delinquent rent shall be cause for removal from the campus apartments. If any part of your rent goes unpaid for 30 (thirty) or more days, the Housing Office will initiate the eviction process. You will receive a warning letter prior to eviction notifying you to bring your account into good standing. You will have 72 (seventy two) hours from the date of the Notice of Eviction to remove your belongings.
4. The Housing Office reserves the right to establish payment agreements with residents. Failure to meet all terms and conditions of the payment agreement will result in eviction.
5. A hold will be placed on your student record if your account is not up to date. You will not be able to register for classes until you make payment allowing the hold to be removed.
6. Residents are responsible for common and individual charges (see Right of Entry/Inspection).
7. The student agrees to pay all collection charges for non-payment of housing charges, including collection costs.

OCCUPANCY
1. The college reserves the right to determine what constitutes occupancy.

CONDITION OF PREMISES
The resident accepts their assigned unit in its present condition and agrees to keep the premises, including college furniture and furnishings (if applicable), in good clean condition. No alterations, additions or deletions to the premises will be made without prior approval from Housing Office. Students are responsible for all repair (including materials) and cleaning charges made necessary by negligence or carelessness. Repair and cleaning charges will be billed to the student’s college account. College furniture and fixtures shall not be removed from the premises. The college will not assume responsibility for personal property, including that which remains on the premises after termination of the contract. Failure to cooperate with the college in any pest control program or other public health programs shall constitute a material breach of this contract.

AMENITIES
Amenities in all units include: wireless internet, standard cable, heat, water, sewer and garbage service. In addition, washer and dryers are located within each building. Privately owned washers and dryers are not permitted.
1. Licensee wanting expanded cable services must contract individually through Midcontinent Communications. Satellite dishes are not permitted on campus.
2. Mail service is provided for each apartment by the U.S. Postal Service directly.

USE OF PREMISES
The assigned unit will be rented as student housing and will not be used for any commercial purpose whatsoever. Except as provided by state law, State Board of Higher Education policy or college policy; display of signs, posters, and other media items on the outside of the apartment door, building doors, windows, college lawns, hallways, laundry areas or other common areas is prohibited. The unit is to be kept neat and clean both inside and out.

LIABILITY/INSURANCE
The college assumes no responsibility for loss, damage, or theft of personal property; personal injury, death, or loss (including, but not limited to, that resulting from explosion, fire, or the mechanical failure of water, sewer, gas or electrical systems); or the negligent or wrongful acts of occupants or guests of the building. The college strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The college does not have insurance that covers the personal property of residents or guests. In addition, students agree not to hold responsible the college, the Housing office and its employees and agents for any claims or damages sustained by students or guests as a result of acts or omissions relating to any changes or modifications made by the student to the unit or furnishings. Students are financially responsible to the college and other residents for damage, loss or injury sustained by the college, the Housing Department and its employees and agents as a result of student or guests’ acts or omissions. Damage charges will include cost of labor and materials for repairs and/or cleaning.

RIGHT OF ENTRY/INSPECTION
The right to inspect units without notice is reserved by the college for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Entry by the college shall not be regarded as a search but is separately agreed to and authorized by the student party to this contract. Entry and search of housing units by college or law enforcement officials for the purpose of discovering violations of college regulations, local, state, or federal law will be subject to the college policies in the WSC Student Code of Conduct.

REPAIRS AND MAINTENANCE
The college agrees to maintain all units. Routine maintenance will be completed during regular business hours whenever possible. Emergency repairs, as determined by the Physical Plant and/or Housing Department, will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment unit and complete requested work. Residents should promptly contact the Apartment Manager or the Housing Office to report when any equipment, appliances or any other part of the unit malfunctions or needs repair. Repairs necessitated as a result of negligence or carelessness on the part of any of the residents, or their guests, will be billed to the responsible resident’s student account. When responsibility for damage cannot be
Students are encouraged to read this entire section thoroughly and to contact the Director for Residence Life before making other housing arrangements once this contract has been signed.

1. Resident must provide the Housing Office with a 30 (thirty) day written notice before vacating. Residents will be held responsible for rent charges for 30 (thirty) days after the notice is received in the Housing Office.
2. Failure to submit a 30 (thirty) day notice to vacate will result in a charge of $200 to your student account. Residents will be held responsible for rent charges up to and for an additional 30 (thirty) days from the date the Director for Residence Life becomes aware the unit has been vacated. The date the notice is received in the Director for Residence Life will be considered the date notice was given. This notice does not apply if the student is moving to a WSC campus residence hall.
3. Upon receipt of a notice to vacate, the Housing Office will provide the resident with detailed checkout information.
4. Residents are responsible for rent charges for each day they hold keys to the unit.
5. WSC reserves the right to cancel the license contract of any resident who conducts him/herself in a manner that significantly interferes with the operations and educational mission of the residents, the Housing Office, the college, or endangers the health or safety of the students and staff.

CHECK-OUT
1. Residents are required to check out of their unit with the Apartment Manager or Director for Residence Life.
2. Residents must contact the Apartment Manager no less than 7 days in advance to schedule a time for check-out.
3. Residents who vacate without properly checking out will be charged accordingly as state above.
4. Students who abandon property will be charged as stated above in addition to costs associated with processing abandoned property.

RENT CREDITS
1. Any rent credit owed to a resident for any 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 account and are applied to unpaid account balances (common damages, individual damages and/or any other college charges).
3. Credit account balances are refunded by the Business Office.

YOUR SIGNATURE ON THE APPLICATION PAGE OF THIS DOCUMENT, WHICH IS THE FINAL PAGE, INDICATES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE CONTRACT.

### The college's duty of maintaining the premises is not breached should any delay in performing repairs, interruption, breakdown, or disrepair due to conditions beyond its control, including, but not limited to, interference by resident(s) with the college's ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the college's lack of knowledge of such conditions.

### DAMAGE
In an effort to contain rising housing rates, the Housing Office follows a policy to charge residents of a building for damage to common areas. Common area damage is defined as malicious or negligent damage to common areas, hallways, or college property/furniture, above normal wear and tear, and includes theft of property.

Residents are responsible for damage to their unit that are not reported on the apartment condition sheet at check-in and that are not itemized on the condition sheet at the time of check-out.

### PETs
For health and sanitation reasons, no pets are allowed in campus apartments.

### KEYS
All keys must be returned to the Apartment Manager or the Housing Office. Loss or failure to return any keys will result in a charge for replacement of cylinder or doorknob and new keys.

### DISTURBANCES
Residents are responsible for violations of excessive noise or disturbances which interfere with the rights, comfort or convenience of other persons whether caused by the resident, guests or roommates. Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form or intimidation or aggression directed at other residents, guests, invitees, or directed at management, its agents, its employees, or vendors.

### SMOKING/CANDLES
All campus grounds including apartments and all common areas within the buildings are designated as tobacco free in accordance with college guidelines. There will be a minimum $500.00 cleaning fee assessed to violators of this policy. In addition, violators are designated as tobacco free in accordance with college guidelines. There will be a $500.00 cleaning fee assessed to violators of this policy. In addition, violators are designated as tobacco free in accordance with college guidelines. There will be a minimum $500.00 cleaning fee assessed to violators of this policy. In addition, violators will be held equally responsible.

### AUTOMOBILES & PARKING
Students may park vehicles on campus in designated parking areas. Trailers, boats, camping trailers, broken down vehicles, etc. may not be parked on campus.

### STUDENT BEHAVIOR
The conditions regarding student behavior while living in WSC campus housing under this contract will follow the WSC Student Code of Conduct, as well as all college policies and regulations, which include but are not limited to the following:

1. WSC in accordance with ND State Board of Higher Education Policy 918, prohibits the possession, sale, dispensation, display, possession of alcoholic containers, empty or full, use or consumption of alcoholic beverages and/or drugs upon land or in buildings owned by the Board or its institutions.
2. The possession of any firearm or other weapon is prohibited anywhere on college property, including campus apartments.
3. Individuals setting off false alarms or tampering with or removing fire-fighting equipment are subject to disciplinary action including termination of this license contract and criminal prosecution.
4. Individuals tampering with security devices, including but not limited to security cameras will be subject to disciplinary action including termination of this license contract and a $250 fine.

### GUESTs
Guests are welcome in WSC campus apartments. However, in order to maintain a positive living environment, certain policies must be followed. Visitors in the building must be invited guests of residents. Guests' stay shall not exceed 72 hours without written permission from the Director for Residence Life or his/her designee. Allowing an un-contracted individual to reside in your apartment is grounds for eviction from college housing. The college reserves the right to deny access to non-tenants at any time.

### VACATING
Students are encouraged to read this entire section thoroughly and to contact the Director for Residence Life before making other housing arrangements once this contract has been signed.

1. Resident must provide the Housing Office with a 30 (thirty) day written notice before vacating. Residents will be held responsible for rent charges for 30 (thirty) days after the notice is received in the Housing Office.
2. Failure to submit a 30 (thirty) day notice to vacate will result in a charge of $200 to your student account. Residents will be held responsible for rental charges up to and for an additional 30 (thirty) days from the date the Director for Residence Life becomes aware the unit has been vacated. The date the notice is received in the Director for Residence Life will be considered the date notice was given. This notice does not apply if the student is moving to a WSC campus residence hall.
Legal Name ______________________________________________________________________________________

□ Male  □ Female

Age _______ Date of Birth ______/______/_______ E-mail Address __________________________________________________________

Home Address _____________________________________________________________________________________________________

street   city   state   zip  country (if not USA)

Home Phone (________)____________________________ Cell Phone (________)______________________________________________

Are you a current, full-time student (on-campus)?  □ Yes  □ No

If not, when do you plan to attend WSC?   _______________________________

If you require accommodations with your room due to a documented disability, please list below.:
____________________________________________________________________________________________

Number of dependents that will be living with you in the rental unit:________.  List their information below.
Copy of birth certificates for all listed children and/or marriage license is required with application.

name    relationship to you    age
____________________________________________________________________________________________

name    relationship to you    age
____________________________________________________________________________________________

name    relationship to you    age
____________________________________________________________________________________________

Emergency Contact For Missing Student Notification: _____________________________________________________________________

Name    Phone Number

In order to process this application, the $40.00 non-refundable one-time housing application fee must be included.  You must also have
applied for admission or be a current, fulltime student at WSC.  Assignments are made depending on availability.

WILLISTON STATE COLLEGE DOES NOT DISCRIMINATE BECAUSE OF RACE, COLOR, CREED, SEX, DISABILITY, OR NATIONAL ORIGIN.  I
HEREBY APPLY FOR FAMILY HOUSING.  I HAVE READ AND AGREE TO ABIDE BY THE FAMILY HOUSING TERMS AND CONDITIONS.  I HEREBY
CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND ACCURATE. FURTHER, I HEREBY CONSENT TO THE RELEASE OF ANY AND
ALL INFORMATION BY LAW ENFORCEMENT OFFICIALS, EDUCATION OFFICIALS, AND OTHERS RELATIVE TO ANY CRIMINAL CONVICTIONS,
CRIMINAL PLEAS, OR EDUCATION NONACADEMIC DISCIPLINARY ACTION. I GIVE THIS CONSENT TO WILLISTON STATE COLLEGE TO FULLY
EVALUATE MY APPLICATION FOR ADMISSION AND ACKNOWLEDGE THAT THE INFORMATION PROVIDED WILL BE USED FOR THAT PURPOSE.

_____________________________________________________    _____________________________
Full Legal Signature of Student       Date

RETURN THIS APPLICATION WITH PAYMENT TO:
Williston State College Housing Office, 1410 University Avenue, Williston, ND 58801