

Residence Hall Agreement

**Fall Semester 2011
Spring Semester 2012**

The parties intend for this agreement to constitute a license for the use of a residence hall space yet to be assigned by the college, and further intend that this agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate.

Please complete the entire Residence Hall Academic Year License and sign it. If you are under the age of 18 your parent or guardian must also sign the license. Keep the agreement conditions for your records, but send all copies of the completed Residence Hall License, along with a \$200 security deposit, Roommate Questionnaire, and Immunization Form to the address below. Make checks or money orders payable to “North Idaho College.” Do not send cash. Your copy of the Residence Hall Agreement will be mailed to you with your reservation confirmation.

Auxiliary Services/Housing

1000 W. Garden Avenue
Coeur d’Alene, Idaho 83814-2199

Auxiliary Services/Housing can process your contract only after . . .

- You have applied for admission to the college, and
- Your completed Residence Hall Agreement, Roommate Questionnaire, and \$200 deposit have been received by Auxiliary Services/Housing.



North Idaho College

1000 West Garden Avenue • Coeur d’Alene, Idaho 83814-2161

session or display of alcohol containers (cans, bottles, boxes, etc.) is also prohibited. Violation of the alcohol regulations will result in a variety of sanctions, including fines or the immediate termination of the Residence Hall agreement and all penalties that apply.

NIC has assumed ‘**Zero Tolerance**’ for possession of illicit drugs and/or paraphernalia. Violation of the illicit drug regulation will result in immediate termination of the Residence Hall agreement and all penalties that apply. All persons associated with the violation of either of these regulations will also be subject to the above sanctions. There is no Administrative Review available for the sanction of eviction for violation of NIC’s drug policy.

- H. Smoking is prohibited anywhere inside the Residence Hall and outside near doorways and windows.
- I. Firearms, ammunition of any kind, gun powder, fireworks, and all other forms of explosives are prohibited on the NIC campus. Weapons storage is available in the NIC Campus Security Office.
- J. Students are prohibited from having pets in the Residence Hall and the surrounding area.
- K. Students must use proper entrances/exits and are prohibited from being in maintenance areas or on the roof.
- L. For fire safety reasons, the only two appliances allowed in the rooms are a microwave and mini-fridge.
- M. Participation in all fire drills and evacuations is mandatory and anyone causing a false alarm, tampering, damaging, or in any way using fire safety equipment for other than its intended use will be stringently penalized and/or immediately evicted from the hall. Violations of Idaho’s Uniform Fire Code may also result in up to a \$1,000 fine and/or up to six months in jail.
- N. The dining facility and the hall parking lot are extensions of the Residence Hall and their use requires compliance with all appropriate hall regulations.
- O. Students are expected to observe all additional Residence Hall regulations that have been announced at hall meetings, posted on signs, in e-mails, or included in Residence Hall publications.
- P. Students who violate federal, state, or local laws will be subject to action by the appropriate law enforcement agencies as well as action by the college.
- Q. When emergency services are contacted on behalf of a resident, parents/guardians will be notified.

7. College Regulations

All students are responsible for knowing the college regulations and information set forth in the current “Right to Know Brochure,” the “Student Handbook,” and the

“Resident Handbook.” All college rules and regulations, as well as Residence Hall regulations, are specifically made a part of this agreement by this reference.

8. Room Rent and Food Service Costs

Late payment anytime following reservation confirmation may result in a suspension from meal service and possible eviction.

9. Immunizations

To ensure the health of the individuals in the Residence Hall, each resident is required to have up-to-date immunizations for measles, mumps, and rubella (MMR); polio; and Hepatitis B. A current tetanus is recommended. Additionally, in accordance with the ACIP, you should be fully informed about meningitis and the Meningococcal Quadrivalent Polysaccharide vaccine. A completed immunization record is required prior to check in. **Students with an incomplete record at the time of check-in will be scheduled to receive necessary inoculations from the NIC Health Services staff. These inoculations will be scheduled during the first two weeks of school with the cost charged to the student.**

Immunization waivers are available for religious beliefs. Please contact Auxiliary Services/Housing at (208) 769-7787.

10. Activity Fee and Technology Fee

These fees are used for various activities and services as desired and implemented by the Hall Council and Residence Hall staff. Activity fees are non-refundable notwithstanding any other provision of this agreement.

11. Personal Property and Liability

The college does not assume responsibility for, or carry insurance against, the loss or damage of individually owned personal property on the NIC campus. Students are encouraged to provide insurance against loss or damage to their personal property and to protect their belongings by keeping their rooms locked at all times.

12. Building Security and Card Keys

- A. Building entry doors are locked 24 hours. This does not limit access to the hall by residents with keys, but is intended to protect the safety, privacy, and possessions of hall residents. Students are expected to cooperate by keeping building doors closed and locked and by denying entry to unauthorized individuals. Residents who jeopardize the security of other residents, their belongings, or college property will be subject to sanctions, compensatory charges, and/or agreement termination.
- B. Students are issued keys at check-in that provides access to the building and their room. Lost keys are replaced for a processing fee.

13. Food Service

Your housing option includes an NIC Food Service debit card for each semester. Food Service will be closed during Thanksgiving Break and Winter Break in fall semester, and during Spring Break in spring semester. See the current fee schedule for plan descriptions and costs. All money remaining on the meal plan at the end of fall semester rolls over into spring semester. Regardless of the roll over amount, the full dollar amount of your chosen meal plan will be added at the beginning of spring semester. At the end of spring semester all money remaining on the student’s meal plan is forfeited and is non-refundable.

Students who terminate their Residence Hall agreement have the following options:

1. Continue the food service portion of the agreement until exhaustion or end of the spring semester (whichever comes first).
2. If termination occurs prior to the end of week four of each semester, receive a refund equal to the unused portion on the chosen meal plan less a \$500 termination charge. No refunds will be granted after week four of each semester.

14. Disability Accommodations

The Residence Hall offers a limited number of rooms designed to accommodate wheelchair access. Requests for **any** needed accommodations due to a disability should be directed to the NIC Center for Educational Access Office, (208) 769-7794. Early contact is recommended to assure that qualified accommodations are relayed to the housing office in time to affect room availability.

15. Residence Hall Acceptance and Admission to the College

Acceptance and processing of this contract does not constitute approval of admission to the college, and application for admission is not an application for housing. Admission to the college is granted only by the Admissions Office.

16. Equal Availability

It is North Idaho College policy to prohibit and eliminate discrimination on grounds of race, color, national origin, religion, sex, age, disability, or status as a Vietnam-era veteran, pursuant to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Idaho Code Chapter 73 of Title 18, Chapters 16 and 17 of Title 44, and Chapter 59 of Title 67, Executive Order 11246 as amended, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans With Disabilities Act of 1990, the Civil Rights Act of 1991, and other relevant statutes that guarantee equal opportunity for all persons and groups within our society.

Residence Hall

AGREEMENT

1. Agreement Period/Eligibility/Cancellation/Termination

Housing is provided to students who agree to license for an academic year. Cancellation/termination of this agreement in writing prior to December 1 will result in a \$500 cancellation/termination fee. Students cancelling/terminating in writing after December 1 will be obligated for the full spring semester room charges. Food Service refunds are described in section 13. **License for residents are for the full academic year.** This agreement is effective upon the satisfactory completion and signing of the license, and the receipt of an accompanying \$200 security deposit. Different housing periods that are necessitated by specific enrollment requirements may be possible under a separate agreement. Eligibility to live in the Residence Hall is dependent upon being accepted for enrollment by the college. Priority will be given to full-time, NIC credit enrollment students. Students who drop below 12 credits may be required to move from the Residence Hall. The Residence Hall is closed during Winter Break and Spring Break. North Idaho College licenses the undersigned to occupy a Residence Hall space for the license period subject to the foregoing terms and conditions.

2. \$200 Security Deposit

A \$200 deposit must accompany the signed license. This deposit is in addition to the scheduled payments and cannot be paid through a financial aid award. The deposit will remain in effect through the period of application and residency. All students who fulfill the terms of this agreement after occupancy will receive a refund of their deposit within four weeks after checking out of the Residence Hall (less any deductions for losses, damages, or fines). Losses, damages, or fines exceeding the amount of the deposit will be billed to the student, and a hold placed on the student's college records until the bill has been paid. **A new deposit and license must be submitted for each year of residency.**

3. Financial and Payment Information

Any financial aid, grant, loans, etc. received by North Idaho College as an agent on behalf of a student will be applied each semester in their entirety to the student's account balance. Payments are due in full on the same schedule as tuition and fees payments, unless you have a confirmed financial aid award letter to cover your charges or have signed up for a payment plan through TMS – Tuition Management Systems. Failure to comply with one of the above payment schedules prior to moving into the Residence Hall may result in delayed move in or contract cancellation. Information on payment plan options is available at www.afford.com/nic or contact the North Idaho College Student Accounts Office at (208) 769-3344 or (208) 665-2767.

4. Cancellation/Termination of the Agreement

A. By the student

1. Prior to confirmation:
Student applicants who cancel their agreement in writing (received by Auxiliary Services/Housing prior to confirmation of available space) will receive a full refund of the security deposit.
2. After confirmation, but prior to check-in:
 - a. Student applicants with confirmed space who cancel their agreement in writing (received by Auxiliary Services/Housing by July 20 for fall, November 20 for spring) will receive a refund of the security deposit, less a \$25 processing fee. Notifications of cancellation after July 20 (November 20 for spring semester) will forfeit the entire security deposit.
 3. After occupancy:
 - a. Students canceling their agreement will be obligated for the full semester's charges and any applicable cancellation fees.
 - b. Students facing unforeseen, extraordinary circumstances (such as health problems or family emergencies) who wish to cancel this agreement prior to the end of the semester must submit a letter of request and explanation to Auxiliary Services/Housing. Decisions for agreement release are based on each student's situation. Approved requests will result in a prorated refund.
A fall semester resident whose request is denied, but still cancels residency in the hall, will be obligated for the full semester's room costs and applicable cancellation fees. Food Service refunds are described in section 13.
A spring semester resident whose request is denied, but still cancels residency in the hall, will be obligated for the full semester's room costs. Food service refunds are described in section 13.
 - c. The security deposit, less \$25 processing fee and minus any deductions for losses, damages, or fines, will be refunded in either case if the account is paid in full. If there is an outstanding balance, the deposit will be applied to the account.

B. By the college

1. Failure to occupy after confirmation:
In the fall, any student applicants with confirmed space who do not request agreement cancellation and then fail to officially check into the Residence Hall by the first day of class will forfeit the full deposit and their space will be reassigned. Advance notification to the Manager of Residential Life of late arrival can hold confirmed space through the first week of classes.

2. After occupancy:

The college may terminate this agreement at any time for any of the following reasons:

- a. If the resident fails to fulfill payment requirements.
- b. If the resident violates any college or Residence Hall regulations.
- c. If damage from fire, smoke, or other causes makes Residence Hall space uninhabitable (a prorated refund will be awarded if the resident is not at fault).
- d. If the resident has made false statements or misrepresentations in connection with the license agreement.
- e. North Idaho College may terminate the License for nonpayment of rent upon giving the student three (3) days written notice.

After the date of termination, NIC shall be entitled, without further notice, to enter the assigned room and repossess the same, and remove student and student's property without any liability for trespass or otherwise. Students whose occupancy is terminated will be obligated for the full semester's charges and applicable cancellation fees. The sanction of eviction assigned for violation of NIC's drug policy is not subject to Administrative Review.

The sanction, established timeline, and associated charges/fees cannot be appealed. The college may also terminate food service and hall visitation privileges at the time of agreement termination. The security deposit, less \$25 processing fee and minus any deductions for losses, damages, or fines, will be refunded if the account is paid in full. Initiating a new agreement following a termination will be subject to review and approval by college officials.

5. Official Check-in/Check-out Process and Room Assignments

All residents must complete this process when moving into or out of a room in the Residence Hall. This process includes an appointment with a Residence Hall staff member, assessment of room condition/damages, issuing or returning keys, and signing the check in/check out form.

In order to be placed with a requested roommate, both individuals must request one another.

Room change requests will only be accommodated upon availability. Residents requesting a room change that is approved will be billed a \$25 processing fee.

The college reserves the right to make assignments and re-assignments of space within the Residence Hall. Residents may be asked to consolidate suites/rooms when vacancies occur.

Any changes in room assignments must be approved by the Manager of Residential Life.

6. Residence Hall Regulations

Residency in the hall is a privilege extended to the student by the college. Continued residency is dependent on the student's satisfactory personal conduct and the observance of all college regulations. This agreement cannot guarantee that all residents will abide by every regulation. Enforcement of the regulations involves cooperation between hall staff and hall residents. Appeals concerning hall regulations and their enforcement (except for the eviction assigned for violation of NIC's drug policy) may be pursued through the hall appeals procedure, except the sanction of eviction assigned for violation of NIC drug policy.

- A. Residents are expected to be responsive to requests from staff or other students regarding behavior that is inconsistent with mutual consideration and respect for the rights of others. Any behavior that is abusive toward others or any threatened or performed behavior by residents that could be harmful to themselves or others will be reviewed by college officials, resulting in possible sanctions or immediate termination of this agreement .
- B. The college respects the student's right to privacy, but reserves the right to enter a student's room for the purpose of maintenance, or in situations involving the health, welfare, or safety of residents. Inspections of individual and community space may occur as deemed necessary to assure residents are abiding by reasonable standards of cleanliness and safety. Students are prohibited from restricting room access to college officials.
- C. Students will be responsible for the furniture and fixtures in their rooms and for college property in the hall. All furniture must remain in each assigned room. Where individual responsibility for damages can be determined, the individual will be charged. Otherwise, the charge will be prorated among all or part of the students living in the hall at the time the damage occurs. Any alterations within the Residence Hall require written permission from the Manager of Residential Life.
- D. Since custodial service is provided for the community areas of the hall only, residents are required to care for their own individual space. Residents are also expected to assist in maintaining the cleanliness and pleasant appearance of the hall and its grounds.
- E. All guests must be escorted at all times by their resident host. Overnight guests may only stay two consecutive nights, up to six nights per semester.
- F. Compliance with quiet hours and courtesy hours is required. Quiet hours are defined as no noise heard in the hallway. Courtesy hours are defined as no noise heard one door away.
- G. The use or possession of alcoholic beverages and/or illicit drugs is prohibited on the NIC campus. The pos-