

RESIDENCE HALL AGREEMENT

NORTH IDAHO COLLEGE

This Residence Hall Agreement (“Agreement”) is a binding agreement between North Idaho College and the individual student. This Agreement entitles the student to use the residence hall accommodations only in the manner, and subject to the terms and conditions, outlined herein and in the Student Handbook (incorporated herein by reference). In the case of any inconsistencies between the Handbook and this Agreement, the terms of this Agreement will control.

1. Agreement Period/Eligibility/Cancellation/Termination

Housing is provided to residents under this Agreement for the full academic year (fall and spring semesters). Cancellation/termination of this Agreement may result in a cancellation fee in addition to deposit, room and food service fee forfeitures. Room refunds (if any) are described in Section 4. Food Service refunds (if any) are described in section 11. This Agreement is effective upon the satisfactory completion and execution 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 residents. Residents 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.

2. \$200 Security Deposit

A \$200 deposit must accompany the signed Agreement. 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 residents 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, fines, or outstanding balances due to the institution.) Losses, damages, or fines exceeding the amount of the deposit will be billed to the resident, and a hold will be placed on the resident'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 of behalf of a resident will be applied each semester in their entirety to the resident'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 AES - Advanced Education Services. 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 through the [Student Finance website](#) or by contacting the North Idaho College Cardinal Central Office at (208) 769-3311 or Toll free: (877) 404-4536, ext. 4054.

4. Cancellation/Termination of the Agreement

A. By the Resident

1. Prior to confirmation (while on the waitlist and having been sent a confirmation email), resident applicants who cancel their Agreement in writing (received by NIC Residence Life prior to confirmation of available space) will receive a \$175 refund of the security deposit.
2. After confirmation, but prior to check-in, resident applicants with confirmed space who cancel their Agreement in writing (received by NIC Residence Life prior to or on June 01 for fall semester and November 01 for spring semester) will receive a \$125 refund of the security deposit.
3. Cancellations received between June 02 and July 19 for the fall semester and between November 02 and December 15 for the spring semester will receive a \$75 refund of the security deposit.
4. Cancellations received July 20 or after for the fall semester and December 16 or after for the spring semester will forfeit the entire security deposit.
5. After occupancy:
 - a. Residents canceling their Agreement will be obligated for the full semester's charges and any applicable cancellation fees (refer to detail below). Residents must submit completed cancellation form prior to or on December 01.
 - b. Residents can only terminate this Agreement if at least one of the following documented conditions applies:
 - Active military duty
 - Fall graduation
 - Resident becomes married
 - New medical condition preventing continuing occupancy

If at least one of these conditions is met, no penalty will apply but resident will be charged a prorated amount depending on week(s) of occupancy.

Residents facing unforeseen, extraordinary circumstances who wish to cancel this Agreement prior to the end of the fall semester must submit a completed cancellation form and letter of appeal and explanation to NIC Residence Life prior to or on December 01. Residents must first seek assistance from the Residence Life staff to help resolve any issues prior to submitting a completed cancellation form and letter of appeal and explanation. Decisions for Agreement release are based on each resident's situation. Approved requests will result in the following:

- If a new resident cancels during the first week of either the fall or spring semesters, they will be charged 25% of housing fees plus a \$500 cancellation fee and forfeiture of the \$200 security deposit.
- If a new resident cancels during the second week of either the fall or spring semester, they will be charged 50% of housing fees plus a \$500 cancellation fee and forfeiture of the \$200 security deposit.
- If current resident cancels after the second week of the fall semester (prior to or on December 01), they will be charged 100% of fall housing fees plus a \$500 spring cancellation fee and forfeiture of the \$200 security deposit.
- If current resident cancels spring semester housing after December 01 and before or during the first week of the spring semester, they will be charged 25% of the spring housing fees plus \$500 cancellation fee and forfeiture of the \$200 security deposit.
- If resident cancels after the second week of the spring semester, they will be charged for 100% of housing fees plus forfeiture of the \$200 security deposit.
- Food Service refunds (if any) are described in Section 11.

B. By the College

1. Failure to occupy after confirmation:
In the fall, any resident 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 resident fails to fulfill payment requirements.
 - b. If 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 resident has made false statements or misrepresentations in connection with the Agreement.
- e. North Idaho College may terminate the Agreement for nonpayment of rent upon giving the resident 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 resident and resident's property without any liability for trespass or otherwise. Residents 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, 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.

The College reserves the right to make assignments and reassignments 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 Managers of Residential Life.

6. Residence Hall Regulations

Residency in the hall is a privilege extended to the resident by the college. Continued residency is dependent on the resident'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 residents 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 preformed 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 resident's right to privacy, but reserves the right to enter a Resident'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. Residents are prohibited from restricting room access to college officials.
- C. Residents 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 Residents 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 possession or display of alcohol containers (cans, bottles, boxes, etc.) is also prohibited. Violation of 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. North Idaho College is a tobacco-free campus.
- 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. Residents are prohibited from having pets in the Residence Hall and the surrounding area.
- K. Residents 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. Residents are expected to observe all additional Residence Hall regulations that have been announced at hall meetings, posted on signs, in emails, or included in Residence Hall publications.
- P. Residents 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 Residents are responsible for knowing the college regulations and information set forth in the current "Right to Know Brochure," the "Resident 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. 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 and T-Dap. A current tetanus is recommended. Additionally, in accordance with the Advisory Committee on Immunization Practices, you should be fully informed about meningitis and the Meningococcal Quadrivalent Polysaccharide vaccine. A completed immunization record is required prior to check in. **Residents 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 Resident.**

Immunization waivers are available for religious beliefs. Contact NIC Residence Life at (208) 769-5932.

9. Personal Property and Liability

The college does not assume responsibility for, or carry insurance against, the loss or damage or individually owned personal property on the NIC campus. Residents 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.

10. 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. Residents 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. Residents are issued keys at check-in that provides access to the building and their room. Lost keys are replaced for a processing fee.

11. Food Service

Food service is available at the following locations - Edminster Student Union Building (The Market and the Caffeinated Cardinal) and the Residence Hall C-Store (NIC@Nite). Food Service will be closed during Thanksgiving Break and Winter Break in the fall semester, and during Spring Break in the spring semester. See the current room and board cost listing plan options. Remaining flex (declining) balance at the end of fall semester will automatically roll-forward to the spring semester. Regardless of the roll-forward, the full dollar amount of the chosen plan will be added to the resident's account at the beginning of the spring semester. At the end of the spring semester all money remaining on the resident's meal plan is forfeited and is non-refundable. In the event that flex monies are expended, resident has the option to load money to Cardinal Cash (North Idaho College's declining balance program – available for use in the Market and the Caffeinated Cardinal).

Meal plan changes must be submitted in writing and may be changed through the first week of the semester, after which all meal plans are confirmed and can only be upgraded/increased.

Any resident meeting the approved cancellation criteria, as provided in Section 4.3.b, will be charged for the number of weeks enrolled in the meal plan program up to the date of cancellation, regardless of plan usage.

All other residents 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 semester (whichever comes first).
2. If termination occurs prior to the end of week two 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 two of each semester.

12. 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 Disability Support Services, (208) 769-7794. Early contact is recommended to assure that qualified accommodations are relayed to the housing office in time to affect room availability.

13 Residence Hall Acceptance and Admission to the College

Acceptance and processing of this Agreement 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.

14. 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.

15. Parental (Guardian) Consent

Signature of parent of guardian is also required on the Agreement if a student is under 18 years of age. Parental (or guardian) consent and signature denotes that the parent (or guardian) and the student have read this Agreement and agree to accept and abide by its terms and conditions.