

2020-2021

HOUSING LICENSE AGREEMENT

TERMS AND CONDITIONS OF RESIDENCE

(Please read prior to signing the contract, and keep for your reference)

This Housing License Agreement is incorporated in and is binding as part of the 2020-2021 Northwest College Residence Contract. In accepting assignment to a residence hall or apartment the student agrees to live in college housing for the remainder of the semester, to participate in one of the designated meal plans, and to comply with the terms and conditions of residence incorporated into this License Agreement. Parent or legal guardian signature is required on the Residence Contract if the student is under 18 years of age at the time of signing.

The college agrees to furnish to the student a housing space in accordance with the terms of this contract. The parties to this contract do not intend that an estate, a tenancy, or any other interest in property should pass from the college to the student, nor is it intended that a usufruct be granted to the student. Instead, it is the intention of the parties that the relationship between the college and the student be that of licensor and licensee and that the sole right of the student to use his/her assigned room as a living unit shall be based upon the license granted in this contract.

In 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 wellbeing of the resident or others is threatened in any way, the resident may be provided with the opportunity to remedy the violation, may be immediately evicted and/or may be referred for disciplinary action. In the event that 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.

1 A usufruct is a right to enjoy something that belongs to someone else.

1. ROOM AND BOARD GUIDELINES

- a. Students under the age of 21 and enrolled in nine or more credit hours are required to live in college residence halls their first two semesters.
- b. Exceptions are:
 - i. Freshmen age 21, or over;
 - ii. Freshmen who are married or are single parents with custody of child(ren);
 - iii. Students who have completed two semesters of full-time credit at NWC or another college/university;
 - iv. Freshmen who are living with parents or legal guardian full time;
 - v. and other exceptions approved by the Director of Residence and Campus Life
- c. Priority for college housing is given to students enrolled for a minimum of 9 credit hours each semester. Part-time students are eligible to live in the Residence Halls as space permits. Dropping to part-time status from full-time status does NOT automatically cancel a housing contract.
- d. **Proof of MMR immunization is required prior to registration. For details call the Admissions Office at 307-754-6101.**
- e. A student contracts for a space in a residence hall, but not for a specific room or roommate assignment. The College reserves the right to:
 - i. assign roommates unilaterally,
 - ii. consolidate students who are without roommates,
 - iii. use a room when it is not occupied,
 - iv. assign single rooms at an additional cost,
 - v. reassign students to different rooms or residence halls in the event such reassignments are determined necessary,
 - vi. assign students to temporary, overflow accommodations at the beginning of a contract term. Student agrees to move when a permanent room becomes available. Assignment to temporary, overflow accommodations shall not constitute a breach of this contract.
- f. **Northwest College also requires that all students living on campus participate in one of the following Meal Plans. STUDENTS MAY CHANGE FROM ONE MEAL PLAN TO ANOTHER DURING THE FIRST FIVE CLASS DAYS ONLY. AFTER THE FIRST FIVE CLASS DAYS, PLANS MAY ONLY BE INCREASED.** Flex

Bucks, which may be used in any NWC dining facility, are nonrefundable and must be used within the semester purchased. Students must present their IDs to receive service.

- i. Trapper 220
- ii. Trapper 170
- iii. Trapper 140

g. **Under no circumstances may a student sell, transfer, or sublet his/her contract to any other person, including another student.**

2. HOUSING

a. All student accounts must be paid in full by the end of regular business hours on each semester's registration day. Failure to pay room and board charges by the designated time will result in room and board privileges being suspended until payment is made and/or result in dismissal from the residence halls (**See section 7-e**).

3. HOUSING DEPOSIT

a. Northwest College requires a \$150.00 Housing deposit to reserve a space in the residence halls. Upon check-in, \$100.00 serves as a damage/contract breakage deposit and is refundable; \$50.00 of the housing deposit is a nonrefundable processing fee.

b. Laundry/Facility fee: A non-refundable fee of \$50 per semester will be charged to each tenant.

4. DEPOSIT REFUNDS

a. The Housing/Damage deposit will be refunded under the following conditions:

- i. Cancellation of housing contract or application prior to July 1 for Fall Semester and December 15 for Spring Semester. **All cancellations must be in writing** and addressed to Northwest College, Housing Office, 231 W 6TH ST BLDG 8, POWELL, WY 82435-1890 or email us at housing@nwc.edu.
- ii. If a student is denied admission by the College.
- iii. When a student successfully completes this contractual obligation and the check-out paperwork with Residence Life staff, and if no damage charges or fines are assessed, the deposit will be returned in full. If charges are assessed, a proportional part of the deposit will be returned. There is a \$20.00 charge if you fail to officially check-out with your Hall Staff and a \$100.00 room key and \$40.00 mail box key charge if you don't turn your keys in. Simpson Hall lost/stolen key replacement is \$200.00 and the lost/stolen proximity card replacement is \$50.00. Damage, cleaning charges, or outstanding debts owed to the college may also be assessed.
- iv. **The deposit will be refunded by mail, 60-90 days after fulfillment of the above conditions.**

5. AGREEMENT PERIOD

a. The residence halls will be open to receive new and continuing students at 9:00 a.m. on Saturday, August 15, 2020. Students may not occupy or leave personal belongings in any student room or hall before this time unless they are participating in a college scheduled program, have prior approval from the Residence Life Office, and have paid an additional fee.

b. Residence halls and dining facilities are closed during Winter Holiday. Rooms must be vacated by 10:00 a.m., Saturday, December 12, 2020 and will open at 9:00 a.m., Monday, January 11, 2021. Halls close for the summer break at noon, Sunday, May 9, 2021. Contact the Residence Life Office for information on summer housing.

c. Residence halls will remain open for Thanksgiving Break and Spring Break. Meals are not provided during Thanksgiving Break and Spring Break. Brunch and dinner are served during Spring Recess. No guest registration during breaks.

d. **Break Emergency Housing:** The Residence Hall/Food Service Contract does not include housing during the Winter Break period. However, lodging in an assigned hall/apartment may be available for certain extenuating circumstances at an additional cost (contact the Housing Office for details).

e. Northwest College reserves the right to send housing/residential life correspondence to your home address.

6. TERMINATION OF CONTRACT

a. **This contract remains in effect until the end of the contract period, but may be terminated under the following conditions:**

- i. If a student violates the terms of this contract, College regulations, local, state, or federal laws, the College reserves the right to cancel the contract with no refund of room & board payment; or
- ii. If the residency requirement is waived by the Residence Life Office prior to commencement of the contract period (see section 7-c in Terms and Conditions of Occupancy, below); or
- iii. If, during the contract period, a student who is 21 years of age or older, or of sophomore status, and has a signed residence contract on file at the Residence Life Office, applies for and is granted a residence contract buyout. (**See section 7-f in Terms and Conditions of Occupancy**).

7. TERMS & CONDITIONS OF OCCUPANCY

a. **College Policies: It is the student's responsibility to become familiar with College regulations, including, but not limited to, those in this License Agreement and Contract, the Residence Hall Guide and Owner's Manual, the College Catalog, the Student Handbook, and other rules and regulations promulgated by Residence Life. Students not abiding by College policies and regulations are subject to disciplinary review. Failure to identify yourself by NWC identification will result in disciplinary action. Any violations of policy during finals week will result in dismissal from the hall pending a review.**

- b. **Furnishings and Responsibility for Institutional Property:** Rooms are furnished with two twin beds with mattresses, study desks with chairs, bookshelves, wardrobes, an overhead light, a wastebasket, mirror and curtains. All twin beds are standard size except for those in the A & C wings of Lewis and Clark Hall and all of Simpson Hall. Simpson Hall suites include extra-long beds, couches, chairs, refrigerator and coffee tables. Students must provide their own study lamps, telephones, linens, rugs, and other furnishings. Laundry facilities are available in all residence halls. There are a limited number of extra-long beds and loft kits available. Contact your Resident Director for more information.
- c. **Off Campus Requests: Students qualified to live off-campus (as listed in Section 1 of this guide), but who signed an NWC housing contract and moved into a hall,** must seek approval from the Residence Life Office in order to move off campus. (See Section 5-E, Room and Board Buyout and Refunds for more information). **Students who have special needs that cannot be met in the residence halls (and who do not qualify under the exemptions for living off-campus listed in section 1 of this Guide)** may apply to the Residence Life Office to request a waiver of NWC's residency requirement. Because the College is committed to the role of residential living as an integral part of the student's educational experience, **such waivers will be granted only in cases of exceptional needs.** Students requesting waivers must pick up a copy of the **RESIDENCY REQUIREMENT WAIVER FORM** from the Housing Office. Letters of application should explain in detail the reasons for the request and be accompanied by extensive documentation and verification of the circumstances cited.
- d. **Room Dimensions:** Lewis & Clark Hall rooms are 11'8"x16'. Ashley Hall rooms are 13'11"x13'2". Small Singles in Lewis & Clark Hall are 7'x12'. Suite singles in Simpson Hall vary in dimensions.
- e. **Room and Board Payment: A student's registration for classes indicates that the student understands and agrees to accept the responsibility for and legal obligation to pay all costs incurred or to be incurred for the student's education.** Such costs include, but are not limited to tuition and general fees, room and board, fees required for certain specialized courses, and other special fees which may be assessed from time to time. Although the student's parents or legal guardian may serve as co-signer with the student, the student remains primarily responsible and legally obligated to Northwest. The College, in turn, agrees to make available to the student certain educational programs and the use of certain College facilities, as applicable and described in the Catalog. A student's failure to pay college bills shall release the college from any obligation to continue to provide the applicable educational benefits and services. Such benefits and services include, but are not limited to grade reports, transcripts of records, diplomas, letters of recommendation, preregistrations, admittance to classes, housing in the residence hall, meal plans, and the use of college facilities.
- f. **Room and Board Buyout and Refunds:** Any student planning to live off-campus during the spring semester (those eligible or approved) must vacate their room and remove all of their belongings by the last day of the fall semester. Failure to do so will be considered an improper checkout and result in the loss of the housing deposit and a \$5.00 per day charge for each day the belongings remain in the room or in storage. There are no room and board refunds for students dismissed from the residence halls. **Buyout:** Non-freshmen, or those exempt from the requirements to live on campus, may choose to terminate this contract by paying 100% of the remaining financial obligation of the room and board charges. The entire deposit is forfeited. **Students completely withdrawing from the College will be refunded subject to the institution's refund policy. (See the Business Office.)**
- g. **Safety and Security:** All the halls are locked 24 hours a day. Resident's keys and/or proximity cards will let them into their room and building. An annual Safety and Security Report, detailing safety and security procedures and crime statistics, is available from the Security Office. The college also provides a full-time Campus Safety and Security Officer located in the DeWitt Student Center. For safety and damage reasons, removal of window screens is prohibited.
- h. **Sexual Misconduct:** For complete NWC Sexual Misconduct policy guidelines go to www.nwc.edu/title9/
- i. **Single Rooms:** A limited number of Small Singles and Simpson Hall Singles are available. The single room process gives priority to medical needs and to returning sophomore students. A new student may get on the Room Change/Single List through his/her Resident Director once the halls have opened for the semester. At that point, the Resident Director will assign available small singles, super singles, and Simpson Singles using the Room Change/Single List. **There is an additional charge for small or super singles and Simpson Hall suite-singles. See License Agreement and Contract.**
- j. **Networking & Telecommunications Access:** Wired Ethernet services and Local Telephone service are provided to each room at no additional cost. The Ethernet and telephone ports must be activated after check-in by contacting the Front Desk. Students are responsible for providing their own devices and appropriate cables (TV: coaxial cable, computer: ethernet cable, telephone: data cord, etc.) Wireless internet is available in each hall. Misuse, damage, or tampering with network access, software, or computers is prohibited and will result in financial restitution. **Wireless routers, hubs, etc. are strictly prohibited.**
- k. **Weapons:** Weapons/firearms are not allowed in Northwest College housing. Some exceptions may be allowed. For the complete housing weapons policy, please refer to the Weapons Policy in the Residence Hall Guide and Owner's Manual.
- l. **Pet Policy:** If you have documented need for a service or emotional assistance animal, you must contact the Disability Support Coordinator (307.754.6227) to schedule an appointment to initiate the registration process.

Animals CANNOT be brought to campus prior to completion of paperwork and approval by the Disability Support Coordinator.

- m. **Unauthorized Laundry Usage:** Laundry is provided in each hall. Any individual found responsible for allowing non-tenants to use the machines or doing laundry for non-tenants, will face disciplinary sanctions.
- n. **NOTE: For further detail, please refer to the Residence Hall Guide and Owner's Manual for additional information.**

Northwest College does not discriminate on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation, gender identity, genetic information or veteran status in its programs and activities. We are an Equal Opportunity Employer and Institution (EOE/EOI). Student inquiries concerning disability services shall be directed to the Disability Support Services Coordinator, Student Success Center, 231 W 6th ST BLDG 4, Powell, WY 82435-1860; 307.754.6227. All other compliance inquiries shall be directed to the Compliance Officer, Orendorff Building, 231 W 6th ST BLDG 1, Powell, WY 82435-1898; 307.754.6098, or the Office of Civil Rights, U.S. Department of Education, Federal Building, 1244 Speer Blvd. #310, Denver, CO 80204-3582; 303.844.5695; FAX: 303.844.4303; TDD: 308.844.3417; OCR_Denver@ed.gov. Title IX inquiries: Title IX Coordinator, Orendorff Building, W 6th ST BLDG 1, Powell, WY 82435-1898; 307.754.6100; Title9@nwc.edu.