# Residence Hall Application and Contract

*(Please print legibly)*

Date _____

This Agreement is between Fond du Lac Tribal and Community College (FDLTCC) *(referred to as LESSOR)* and

Legal Name _____ *(Referred to as LESSEE)*
LAST FIRST MIDDLE

Preferred Name _____

Address _____
NUMBER STREET CITY STATE ZIP CODE

Phone Number _____ Date of Birth _____

Gender Identity ☐ Man ☐ Woman ☐ Non-Binary ☐ Other _____

Do you identify as transgender? ◯ Yes ◯ No ◯ Prefer Not to Answer

Name of parent or guardian _____
*(if you are under age 18)* LAST FIRST MIDDLE

Parent or Guardian Phone Number _____

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ROOMMATE PREFERENCE INFORMATION

To help us designate a roommate for you, please provide the following information.

Which gender identities do you feel comfortable living with? *(Please select all that apply.)*

☐ Man ☐ Woman ☐ Non-Binary ☐ Other _____

*At FDLTCC, in the spirit of campus values Respect and Integrity, we honor the self-identified gender(s) of our students. The comfort and safety of all our residents is important to us; if you have any questions or concerns regarding your roommate preferences, please contact the Director of Housing.*

If you have a specific person you would like to room with, complete this information.

(In order for this request to be granted, both of you must request each other when you turn in this form. We also suggest that you turn in your applications together. We cannot guarantee your request but we will make every effort possible.)

Name(s) of roommate(s) requested:

_____

_____

_____

Anticipated Semester of Move-In _____

Do you need an accomodation for a disability? ◯ Yes ◯ No

If yes, please explain: _____

Other comments or remarks about campus housing:

_____

_____

All students will be assigned on a first-come, first-served basis using the date housing application is received by FDLTCC. Students will be assigned to rooms, two per bedroom, until capacity is reached.

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Fond du Lac Tribal and Community College is an affirmative action, equal opportunity employer and educator, and a member of Minnesota State and the World Indigenous Nations Higher Education Consortium. This document is available in alternative formats to individuals with disabilities. Consumers with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.

# Residence Hall Application and Contract

TERMS OF AGREEMENT and CONDITIONS OF OCCUPANCY on Page 3

I hereby acknowledge that I have read, understand, and accept the terms and obligations provided for above, below, and on the back of this agreement, including the documents incorporated by reference as part of the contract for Housing at FDLTCC.

THIS CONTRACT IS FOR THE ENTIRE ACADEMIC YEAR.

| Signature of Student | Signature of Parent/Guardian *(Required if student is under 18)* | Date |
|---|---|---|

ADVANCE PAYMENT AND AUTOMATIC CANCELLATION OF ASSIGNMENT: All students receiving a room assignment will have their $150.00 room request fee applied toward their first month rental fee. ($75.00 will be applied to rent; $50.00 is non-refundable cleaning fee; $25.00 is non-refundable application fee.) All students canceling after the deadline will forfeit their $150.00 room request fee.

THIS AGREEMENT BECOMES BINDING AND MAY NOT BE CANCELED WITHOUT LIABILITY AFTER JUNE 15.

| Signature of Housing Department Representative | Date |
|---|---|



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1. The LESSOR and LESSEE, in consideration of the rents, covenants, and considerations which follow do hereby agree as with each other as follows:
2. ELIGIBILITY: Any person who is enrolled as a full-time student at FDLTCC may enter into this Agreement. LESSEE agrees to vacate the assigned room within forty-eight (48) hours of loss of status as an enrolled student occurring during the term of this Agreement or if the LESSEE fails to register for academic credit course work. Exceptions to this policy must be approved by the Dean of Student Services or his/her designee.
3. This contract becomes effective at 1:00 p.m. on the day prior to the first day of Fall Semester classes and terminates at 9:00 a.m. the day after the last examination of Spring Semester. The halls will be closed during semester breaks and holiday vacation breaks as published by FDLTCC. Students desiring housing during break periods must adhere to published procedures. Any exceptions must have prior approval of the Director of Housing. Except for Summer Session Agreements, this contract is in effect for one academic year (Fall Semester through Spring Semester) or that portion of the academic year remaining at the time of initial occupancy. This Agreement cannot be terminated except under the conditions listed in the Termination or Release provisions of this Agreement.
4. PREMISES, ROOM ASSIGNMENTS, SERVICES: **A.** LESSOR agrees to lease and assign housing in its residence centers under the terms stated in this Agreement and described in the Student Handbook and Residence Hall Handbook which are, by reference, made a part of this Agreement. **B.** Room assignments will be made on the basis of the date that the Application/Contract is received and when possible and at the sole discretion of the LESSOR, in accordance with preferences that the LESSEE requests. No specific assignment based upon LESSEE's request is guaranteed. Failure to honor such requests will not void this Agreement. **C.** LESSOR reserves the right to consolidate vacancies by requiring any LESSEE to move within room accommodations in the same residence building. LESSEE may request permission to use a multiple occupancy room as a single room and pay the appropriate scheduled amount on a prorated basis for the remainder of the Agreement. Any permission granted herein shall be evidenced in writing by the LESSOR. **D.** LESSOR reserves the right to change room assignments for health, safety or repair services, economy or disciplinary reasons involving the LESSEE or for unresolvable incompatibility of roommates. LESSOR further reserves the right to cancel this Agreement, reenter the premises, and remove a LESSEE for any violation of the terms of this Agreement or in the interest of health, discipline or the general welfare of the residence center, LESSEE or other LESSEES. **E.** LESSOR will not discriminate in room assignment on the basis of age, race, color, creed, religion, sexual orientation, national origin, status with regard to public assistance or disability. **F.** LESSOR agrees to provide clean habitable premises and to keep said premises in good repair, including: **1.** The LESSOR shall install and maintain, in good working order, locks on all doors leading from living quarters to hallways and other common areas and to the exterior of the building. **2.** LESSOR shall provide screens, storm windows and curtains in usable condition for windows in each room. **3.** LESSOR shall provide a bed, mattress, wastebasket, desk and chair in usable condition.
5. **A.** ROOM RATES are subject to change by action of the MNSCU Board. **B.** Room rental does not include periods of recess (breaks between semesters, holiday and vacation breaks.)
6. PAYMENTS: **A.** ADVANCE PAYMENT. Any advance payment paid by LESSEE at the time of applying for residence hall accommodations shall be applied to the first month rental fee. **B.** DAMAGES. LESSEE agrees to assume responsibility for any damages to the room, after check-in, and throughout the term of residence in the room. LESSEE will complete a room condition report at the time of check-in. Said report will again be completed at the termination of this agreement. This room condition report will be the basis for charges levied against the LESSEE's account. **C.** Rental payments are due each semester in advance. If LESSEE is paying with Financial Aid Funds, rental payment must be made in full on the day financial aid is disbursed each semester. LESSEE must provide written notification prior to taking residence if payment will be made with financial aid funds. **D.** If LESSEE is in default on any payment set forth herein, LESSEE is liable for all legal costs, charges and attorney fees which accrue in obtaining payment.
7. RIGHT OF ENTRY: The LESSOR, its officers, employees and agents shall have the right to enter upon said assigned premises at reasonable times for the purpose of inspection and repair, preservation of health, safety and quietude, recovery of college owned property, to enforce compliance with rules and regulations, and to ensure building safety. LESSEE understands that authorized college employees will enter their room during break periods to ensure building safety (i.e. windows secure, appliances unplugged, etc.).
8. ASSIGNMENT: LESSEE shall not assign, sublet or otherwise transfer his/her interest in this Agreement without the prior written consent of the LESSOR. Agreements are not transferable from one academic year to another.
9. LESSOR NON-LIABILITY: LESSOR is not responsible for damage or theft of LESSEE's personal property, including money. LESSOR encourages LESSEE to carry appropriate personal property insurance. Additionally, FDLTCC, the Housing Department and Residence Hall Staff assumes no liability for accident/injuries which may occur either in the Residence Hall or while student is participating in any program/activity conducted on or off-campus which may be sponsored all or in part by the Residence Hall, Residential Life, Residence Hall Staff and/or FDLTCC.
10. GUESTS: LESSEE may have guests, friends and visitors on the premises as stated in the FDLTCC Student Handbook and Residence Hall Handbook, but LESSEE shall assure that such guests, friends and visitors refrain from acts or practices which unreasonably disturb other residents or are in violation of any college rule or regulation. LESSEE is responsible for the actions and conduct of all guests, friends and visitors, and may be subject to disciplinary action due to the actions of guests. Damage caused by guests, friends and visitors is the responsibility of the LESSEE who hosted them. No overnight guests are permitted without prior written approval of the Housing Director.
11. RULES AND REGULATIONS: **A.** Pets are not permitted in residence halls at any time. **B.** The possession, use or storage of firearms, fireworks, ammunition, explosives of any type, potentially dangerous weapons, alcoholic beverages, illegal drugs, flammable liquids and laboratory specimens are prohibited in the residence centers and on adjoining grounds. **C.** IF LESSEE is responsible for excessive noise or otherwise interferes with quiet enjoyment of the residence hall by other occupants, LESSEE will be subject to disciplinary action and eviction. In addition to other disciplinary measures, such LESSEE may by required to remove stereos, musical instruments and the like from LESSEE's assigned room. **D.** LESSEE agrees to become aware and observe all other policies, regulations and guidelines published in the Student Handbook and Residence Hall Handbook, which is by reference made a part of this Agreement.
12. UPKEEP: **A.** The LESSEE agrees to be financially responsible for keeping the room, its furnishings, windows and doors clean and free from damage. **B.** The LESSEE agrees not to modify or allow the modifications of the room or other parts of the building without prior written approval from the Director of Housing or his/her designee. **C.** When two or more LESSEES occupy the same room and responsibility for damages to the room or contents cannot be ascertained, the damage charge will be assessed equally among the LESSEES. **D.** LESSEE agrees not to duplicate the room key and if the key is lost to pay the charge for the key and lock core replacement. **E.** LESSEE agrees to use all public areas in a careful manner and to help in assuring their cleanliness. **F.** LESSEE will be financially responsible for any damage or lack of cleanliness by LESSEE to the public areas.
13. CHECK-IN AND CHECK-OUT PROCEDURES: **A.** LESSEE will, upon occupying a room, complete and sign a Room Condition Form, which will be a complete record of the room condition. **B.** At the end of the lease period, the room shall be inspected by the LESSOR and LESSEE and a comparison made between the information contained on the room condition form. Any damages identified which are not contained on the initial room condition form shall be attributed to LESSEE. The LESSEE is responsible for any such damages. **C.** The LESSEE must fill out a Check-out Form with a staff member of the Residence Hall. **D.** Failure to follow these procedures shall result in the assessment of a $25.00 charge. **E.** At the end of the lease period, LESSEE shall provide the LESSOR with a mailing address or other delivery instructions for mail forwarding purposes. **F.** Room must be vacated at the end of each semester by the hall closing times established by the LESSOR. LESSEE must vacate his/her room within 24 hours after the LESSEE's last final examination.
14. TERMINATION: **A.** An agreement for the full academic year commencing Fall Semester, may be terminated by LESSEE, without financial obligation, if LESSEE provides written notice of termination by June 15 preceding Fall Semester. **B.** An Agreement commencing Spring Semester for the remainder of the academic year may be terminated by LESSEE without financial obligation, if LESSEE provides written notice of termination forty-five (45) days prior to the first day of classes of Spring Semester. **C.** Written request for termination by LESSEE received after the cancellation dates set forth in paragraph 15A and B above and before the first day of classes for which the termination was intended to be effective will be granted subject to a charge to LESSEE of $150.00 representing an administrative charge. **D.** Requests for termination by LESSEE received other than at the times set forth in paragraph 15A, B, and C will not be honored. **E.** LESSOR may immediately terminate this Agreement, reenter and retake the premises upon LESSEE's failure to make payments as required under this Agreement or for any other violation of the terms of this Agreement or any violation of FDLTCC or departmental rules and regulations. Appropriate notice and appeal procedures are provided to the LESSEE where termination is based upon a violation of such rules and regulations. Information about appeal procedures is available from the Director of Housing. **F.** A yearly $50.00 non-refundable cleaning fee will be assessed to each person residing in a rental unit.
15. Students who reside in their room and withdraw from the college after the official drop-add period of the semester will have their rent pro-rated based upon length of residence. If the student withdraws from the college during the official drop-add period of the semester, he/she will be charged two week's room rental. Students dismissed from the hall for violation of these terms will not receive a refund.
16. UNAVAILABILITY OF PREMISES: In the event that any of the premises which are the subject of this Agreement, which for the purposes of this provision shall include any and all areas in and about the residence center, should be partially or totally lost, destroyed or otherwise unavailable because of fires, strikes, acts of God or other events so as to render them unfit or unavailable in whole or in part for the purposes of the LESSEE, then either the LESSOR or the LESSEE shall have the right to immediately terminate this Agreement. Lessor shall not be liable to the LESSEE for any damages occurring as the result of such termination.
17. The college may revoke this agreement and/or refer any disciplinary cases to the designated Disciplinary Officer (see Student Handbook) for one or more of the following reasons (Civil Authorities will also be used in cases deemed necessary): **A.** Disorderly, unethical, vicious, or immoral conduct in or near the residence halls. **B.** Misuse, abuse, theft or destruction of residence hall property. **C.** Violation of college policy as regards use and possession of alcohol beverages. Violators will be subject to the enforcement policy as established and posted in the residence halls by the Housing Office. **D.** Violation of state gambling laws. **E.** Possession, use and/or sale of drugs and narcotics. Violators will be subject to the enforcement policy as established and posted in the residence halls by the Housing Office. **F.** General behavior in the residence halls over a period of time that is indicative that the student is not able to adjust to the requirements of group living. **G.** Use of fire fighting equipment, except in case of fire or during a fire drill is prohibited by State Law. **H.** Violation of policies as stated in the Residence Hall Handbook and FDLTCC Student Handbook.
18. LESSEE agrees that if this agreement is canceled by LESSOR and LESSEE is required to leave his/her room because of violation of terms of this agreement, then LESSEE is responsible for the room rent on a pro-rated weekly basis to cover the time length of residence.
19. SMOKING POLICY. LESSEE agrees that the entire housing facility is a non-smoking area. No smoking is allowed anywhere in the building, including individual student rooms, and regardless of the age of any resident. Violators will be subject to the enforcement policy as established and posted in the residence halls by the Housing Office. Smoking on campus is allowed only in designated outdoor areas.
20. COMPLETE AGREEMENT. This agreement, along with the Student and Residence Hall Handbooks, which by reference are part of this agreement, represents the entire agreement between the parties and no oral promises between the LESSOR and LESSEE are binding thereon. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.