

Terms of Agreement 2025-2026 Academic Year

Please read all the provisions of this Agreement before signing it. You are legally bound by these Agreement terms. Any exceptions to the provisions herein must be approved by the Department of Housing & Residential Life.

1. Parties

a. This Agreement is binding between Bemidji State University's Department of Housing & Residential Life and the student, hereinafter designated as "Resident." These terms have been incorporated by reference into the Agreement and are binding on all parties. Housing & Residential Life, and Resident, in consideration of rents, covenants, and consideration hereinafter specified, do hereby agree with each other as follows:

2. Eligibility

- a. All first-year students who are one-year or less removed from high school graduation as well as first time unmarried, undergraduate international students must remain on campus for the entire academic year per the <u>Residential Living Requirement</u>.
- b. Be enrolled for six (6) or more undergraduate credits or three (3) or more graduate credits for fall and spring semesters at Bemidji State University (BSU) and/or Northwest Technical College (NTC).
- c. The Agreement may be terminated by Housing & Residential Life for reasons of student conduct, loss of student status, or nonpayment.
- d. Housing & Residential Life reserves the right to deny or cancel a residence hall Agreement to an individual whose conduct or criminal record indicates an actual or perceived threat or danger to the Bemidji State University community, including students, faculty, and staff.

3. Duration

- a. This Agreement is binding for the full academic year beginning the day the residence halls are advertised to be open for fall semester and ends the day residence halls close at the end of spring semester August 21, 2025 May 9, 2026.
- b. If the Resident arrives early or stays late, the request must be approved by Housing & Residential Life, and the Resident will be subject to additional charges.
- c. If the Resident enters into an Agreement after the academic year has commenced, the Agreement is binding for the portion remaining at the time the Resident begins occupancy.

4. University Responsibilities

- a. Housing & Residential Life agrees to provide clean, habitable premises and to keep them in good repair.
- b. Housing & Residential Life reserves the right to cancel this Agreement and remove and/or relocate the Resident for any violation of Agreement terms.

Resident Responsibilities

- a. Resident agrees to make payment of all fees.
- b. Resident agrees to maintain their living area in clean and safe condition and is financially responsible for payment of any damages or required cleaning assessed to the Resident's room, its furnishings, and other University property.
- c. Resident agrees to comply with all State, University, and Housing & Residential Life rules and regulations as stated in this Agreement, the <u>BSU Student Handbook</u>, the <u>Student Code of Conduct</u>, and other University publications.
- d. Resident agrees to receive notice of housing reservations, changes, housing facility information, emergency notices, and other Housing & Residential Life information via BSU/NTC email and telephone calls to the telephone number(s) provided in e-Services.

6. Rates and Payments

- a. Payment is due on or before the last payment due date for tuition and fees as established each semester by BSU. Due dates for each semester are available online on the <u>Business Services</u> website. Student account information is available online through e-Services.
- b. Failure of the Resident to satisfy the financial obligations stipulated under this Agreement will result in a hold on registration and official records, and/or eviction from the residence halls as stated in the Eligibility section above.
- c. If the Resident defaults on payment, the Resident is liable for all legal and collection costs.
- d. Rates for 2025-2026 will be determined by the Minnesota State Board of Trustees in summer 2025 and published by Housing & Residential Life as soon as they are available.
- e. Room rates include utilities, laundry, garbage, recycling, and internet.
- f. If a Resident is an NTC student, by living in the residence halls and not being registered for three (3) or more on-campus BSU credits in conjunction with their NTC student enrollment, the Resident will be automatically assessed the "Super Fee" for use of BSU's recreational facilities, athletic events, library, and health services.

7. Prepayment

- A \$150 prepayment is required prior to the first semester of occupancy. This prepayment will be applied to the room charge of the first semester of occupancy.
- b. The prepayment is refundable only under the provision of Section 9 of this Agreement.

8. Room Assignment

- a. The \$150 prepayment and a signed Agreement need to be received to be eligible for a room assignment.
 - i. Room assignments made that are missing the \$150 prepayment and/or signed Agreement may be subject to cancellation.
- b. Room assignments will be made according to Housing & Residential Life procedures. Resident preferences listed on the application are requests and are not to be understood as contractual stipulations.
- c. Housing & Residential Life reserves the right to consolidate residents when room vacancies occur.
- d. Housing & Residential Life may relocate any resident without cause or prior notice for health or safety reasons or to protect Bemidji State University property, restore operations, or meet the needs of the Bemidji State University community or its individual members. In the case of current residents, if circumstances warrant, immediate action may be taken to cancel a residence hall Agreement or deny other privileges under the same standards and process as a Student Conduct Summary Suspension (see Student Code of Conduct).

9. Cancellation

- a. This Agreement is binding for the entire academic year or that portion remaining at the time the Resident begins occupancy, except as provided in this section.
- b. Cancellation Prior to Occupancy:
 - i. If the first semester of occupancy is fall semester:
 - \$50 prepayment refunded if a written Cancellation Request is postmarked on or before August 1, 2025. If a written
 Cancellation Request is provided after August 1, 2025, and before the effective start date of the Agreement, no refund of the
 prepayment is issued but the resident is relieved of any obligation under the Agreement.
 - ii. If the first semester of occupancy is spring semester:
 - 1. \$50 prepayment refunded if a written Cancellation Request is postmarked on or before January 1, 2026. If written Cancellation Request is provided after January 1, 2026, and before the effective start date of the Agreement, no refund of the prepayment is issued but the resident is relieved of any obligation under the Agreement.
- c. Termination After Occupancy:
 - i. Written Cancellation Requests made after the first day the Resident checks in for the semester are subject to the approval of the Director of Housing & Residential Life or their designee. Such cancellation will be considered for the following reasons:
 - 1. Withdrawing from BSU or NTC during the academic year.
 - a. A Cancellation Request form must be submitted to the Housing & Residential Life office. The Resident will need to check out of the residence halls within 48 hours of submitting the cancellation notice. The \$150 prepayment will be forfeited, and the Resident will be responsible for room and meal plan charges through the date of check out.
 - 2. Fall resident canceling for spring semester.
 - a. First-year students who are one-year or less removed from high school graduation as well as first time unmarried, undergraduate international students cannot cancel for spring semester unless they are transferring to another college/university and/or are no longer attending BSU/NTC.
 - b. A Cancellation Request form must be submitted to the Housing & Residential Life office on or before December 1, 2025. If approved, the Resident must check out of the residence halls by noon on December 19, 2025.
 - c. If a Cancellation Request form is submitted and approved between December 2, 2025, and December 19, 2025, the Resident will be charged a \$150 late cancellation charge and must check out of their room by noon on December 19.
 - d. If a Cancellation Request form is submitted and approved after December 19, 2025, the Resident will be charged a \$300 late cancellation/winter break charge and must check out of their room within 48 hours. The Resident will be responsible for spring room and meal plan charges through the date of check out.
 - 3. Affiliation with Bemidji State University programs that are away from the Bemidji campus, i.e., internships, practicum, study abroad, capstone.
 - a. A Cancellation Request form must be submitted to the Housing & Residential Life office. If approved the Resident will be responsible for room and meal plan charges through the date of check out.

10. Campus Dining

- a. All first-year students who are one-year or less removed from high school graduation as well as first time unmarried, undergraduate international students must remain on either the All Access, Any 100, or Any 200 meal plan for the entire academic year and cannot cancel. If one is not selected during the room and meal plan selection process, the Any 100 meal plan will be assigned.
- b. The Resident will have the first two weeks of each semester to make changes to that semester's meal plan.
 - i. Residents on the All Access, Any 100, or Any 200 meal plan will be charged a weekly meal rate, as well as actual Beaver Bucks spent until the end of the day on Friday of the week that they change or cancel their plan.
 - ii. Residents on the Beaver Buck only meal plans will be charged the actual Beaver Bucks spent when they change or cancel their plan.
- c. No credit or refund is given for missed meals.
- d. Up to 200 unused Beaver Bucks will carry over only from fall to the following spring semester. Unused meal swipes do not carry over from fall to the following spring semester. Unused meal swipes nor Beaver Bucks carry over from spring semester to future semesters.

11. Check-In and Check-Out

- a. The Resident is responsible for complying with check-in and check-out procedures as stated in the BSU Housing & Residential Life website and related memos sent out by the Housing & Residential Life office.
- b. If a Resident does not check into the residence halls by 5 PM on the first day of class of any semester for which this Agreement is in effect may be considered a "No Show", unless the Resident notifies Housing & Residential Life of a late arrival. Housing & Residential Life reserves the right to reassign the Resident to another room. No shows who are not enrolled for classes by the 10th day of the semester for which this Agreement is in effect, and who have not checked into the residence halls, will forfeit the \$150 prepayment and have room canceled.
- c. The Resident will, upon occupying a room, complete and sign a room condition report form, which will be a record of the room condition. Any damages identified at the time of check-out which are not contained on the initial room condition report shall be attributed to Resident. Resident is financially responsible for any such damages.
- d. The Resident must check-out and vacate the room within 48 hours after a loss of student status. The Resident must check-out and vacate the room within 48 hours of contract release, last final examination or by the established hall closing time for the semester, whichever comes first. An exception for spring check-out is if the Resident is participating in Commencement, then the Resident must vacate by the published hall closing time.
- e. Failure to properly check-out of the room, including an improper room change, will result in the assessment of a \$25 charge in addition to any other damage charges.

12. Break Periods

- a. The residence halls are open during the contract period. Students wishing to remain in the halls during the fall, winter, and spring break periods, however, must register with Housing & Residential Life and abide by all published policies and procedures for break. There is no food service during break periods, unless published by our food service provider.
- b. Only residents returning for the spring semester are eligible to maintain occupancy during the winter break period.

13. Right of Entry

a. The University, its officers, employees, and agents have the right to enter assigned rooms for the purpose of inspection and repair, preservation of health, safety, quietude, recovery of University owned property and for suspected policy violations.

14. University Non-Liability

a. The University is not responsible for injury to persons, or damages to anyone's personal property that result from the resident's negligence or resident's negligent use of privately owned or state-supplied properties or furnishings. Residents are encouraged to carry appropriate personal property insurance.

15. Unavailability of Premises

a. If any residential facility should become partially or totally lost, destroyed or otherwise unavailable because of fire, strikes, acts of God, or other events which render them unfit and unavailable in whole or in part for the purposes of the Resident, then either the Resident or Bemidji State University shall have the right to immediately cancel this Agreement. BSU will not be financially responsible to the Resident for any damage which results from such a cancellation.

16. Closing Clause

a. This Agreement, <u>BSU Student Handbook</u>, and the Housing and Residential Life website represent the entire agreement between the parties and no verbal promises between the University and the Resident are binding. Upon signing this Agreement, the Resident agrees to become educated on and comply with all State, University, Housing and Residential Life rules, policies, regulations, and procedures as published on the Housing & Residential Life website and <u>Student Code of Conduct</u>. Once accepted by Housing & Residential Life, this Agreement is binding until otherwise agreed upon in writing.

certify that I have read the terms and conditions of the Agreement and agree to the conditions.		
Signature of Student	Date	
Student's Printed Name	Student ID#	
Parent/Guardian Signature (if student under 18 years of age)		
Parent/Guardian's Printed Name	Date	