TERMS & CONDITIONS: 2015-2016 BHSU Academic Year Agreement for Room Accommodations

The housing services described are offered under the terms and conditions stated herein. This document and those referred to within it constitute the BHSU agreement for residence halls and Yellow Jacket Apartments.

1. **Eligibility:** In order to be eligible for occupancy in University housing, the student must be enrolled at BHSU (and satisfactorily attending all classes) and carry an undergraduate credit load of six (6) semester hours or more. The graduate semester credit load minimum is five (5) hours. Any exceptions must be approved by the Assistant Director of Residence Life.

2. **Live-On Requirement:** South Dakota Board of Regent Policy requires unmarried students to live-on campus during their first two years of school. Specifically, the policy reads as follows: “During the first two years when they were or would have graduated from high school, all unmarried students who enroll in courses delivered on the main campus for six (6) credit hours or more are required to enter into a housing agreement with the institution unless special permission to room elsewhere is received. Permission ordinarily shall be granted to students with dependent children or to students who reside full time during the academic year with parents or legal guardians (also, BHSU ordinarily grants permission to students with documented health problems/disabilities or those with documented financial hardships). Students who have enrolled for twelve or more credits for four (4) semesters may be exempted from this agreement at the discretion of the institution”. BHSU permits a maximum 50-mile commuting distance. Appeals for all exemption statuses will be reviewed annually during the summer term for a period no longer than or shorter than one business month. During the fall term, appeals for all exemption statuses will be accepted from new students only. Emergency medical and financial appeals will be reviewed on a case by case basis for the entirety of the academic and non-academic year. † Verification of the residency must be provided in advance, in writing, by the parent(s) or legal guardian to the BHSU Residence Life office. For more information on the Housing Appeal process, please visit [www.bhsu.edu/housingappeals](http://www.bhsu.edu/housingappeals).

3. **Meal Plan Requirement/Dining Service:** Residence hall students must minimally carry the “Yellow Jacket” meal plan. Apartment students must minimally carry the “Commuter” meal plan. Dining services are not provided during Thanksgiving, Christmas, or spring break periods. The last meal served is lunch on the last official day of final examinations. Dining Services agreements are not transferable. Disciplinary action may be taken and charges levied against individuals allowing other persons to use one or any of their meal counts/benefits. Meal plan changes may be made through the end of the first week of each semester, at which time, choice of meal plan is final. Students must have their Buzz card in their possession to use a meal from their meal plan or to use their food dollars; no other form of identification is accepted.

4. **Agreement Terms & Authority:** Agreeing students and parents/legal guardians are reminded that signing this document establishes an agreement relationship with Black
Hills State University. It is considered binding once the university has received and approved your agreement. The Agreement for Room Accommodations, from the beginning date of the agreement period, binds the resident student for the full academic year, excluding summer sessions. If the agreement is entered into at the start of fall semester, the agreement will be binding until the final day of Spring Semester. If the dates of the academic year are revised by the University, those revised dates will apply and will not alter the financial obligation under this agreement. Students are obligated to know and follow the policies and procedures described in the BHSU Student Handbook, and the BHSU Student Code of Conduct and Residential Standards of Living as they are integral parts of the agreement relationship between the student and the university. [http://www.bhsu.edu/portals/0/studentlife/student_handbook.pdf](http://www.bhsu.edu/portals/0/studentlife/student_handbook.pdf).

5. **Room Deposit:** In order to obtain on-campus residence, each student is required to submit $100 to the Department of Residence Life. This money is considered a security deposit and is therefore fully refundable.

6. **Room Deposit Refund Policy:**

   a. **For Those Who Never Attended BHSU or Who Never Checked-In to On-Campus Housing:** Security monies are refundable if notice of agreement cancellation is postmarked and mailed to the Department of Residence Life no later than July 1 for agreements beginning Fall Semester and December 1 for agreements beginning Spring Semester. Security monies shall be forfeited by any student who does not adhere to the aforementioned dates.

   b. **For BHSU Students Leaving before Completion of Agreement Term and Live-On Residency Requirement:** Students who have graduated, have left to student teach, have married, or have completed their pre-professional programs are eligible for a deposit refund. Such students must notify the Residence Life Office in writing and request that their deposit be refunded. Students leaving the residence facilities for any other reason during the contract term or live-on residency requirement are NOT eligible for a deposit refund. Failure to fulfill the terms and conditions of the agreement, return keys, or pay University fines will cause partial or full forfeiture of the deposit.

   c. **For BHSU Students Leaving after Completion of Agreement:** Students who have fulfilled their live-on residency requirement and have not secured an on-campus residence for the upcoming Fall semester, will automatically receive a refund of their security monies. Such students do not need to request this refund. Failure to fulfill the terms and conditions of the agreement, return keys, or pay University fines will cause partial or full forfeiture of the deposit.

7. **Assignment Policy:** Residents are assigned to rooms/suites/apartments/halls according to their priority date, preferences noted on their housing agreement, and availability of space. New students are assigned rooms/suites/halls after current students have had the opportunity to renew their housing options.

   a. The official date that this agreement and deposit are received by the university becomes your priority date.
b. All assignments are based upon your priority date.
c. Deposit money must be sent in U.S. dollars and drawn from U.S. banks.
d. Agreement should be submitted immediately. Your preferences are considered and made only as space is available.
e. All resident hall rooms and campus suites are non-smoking rooms.
f. When requesting a roommate/suitemate, follow these guidelines:
   I. Your roommate/suitemate request must request you in writing as well;
   II. Your agreement, deposit, and your requested roommate’s/suitemate’s agreement and deposit should be submitted to the department of Residence Life as close to the same date as possible;
   III. The latest “priority date” of agreements between pairings requests is the date used for the joint assignment;
   IV. Unless otherwise noted, roommate/suitemate preference takes priority over hall or room preferences;
   V. If students list different roommate/suitemate preferences, the order of choices begins with the first interest of the latest “priority date” agreement.

8. **Temporary Assignments:** The University may place residents in temporary housing assignments. As permanent accommodations become available, temporarily assigned residents are required to move to permanent accommodations only as offered by the University.

9. **Tobacco:** Use is not permitted in any residence hall room, campus suite, nor any public areas in University owned housing.

10. **Check-in and Check-out:** A resident is considered checked-in when they obtain the room/suite key. When moving into the assigned room/suite, the resident shall complete, sign and turn in a Residence Life Room/Suite Inventory Form. When vacating the assigned room/suite, the resident must check-out with the Hall Director or their designee. The Residence Life Room/Suite Inventory Form and an inspection by an appointed Residence Life staff serves as the basis for check-out charges, if assessed. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating within the system. This includes, but is not limited to, removing personally owned furniture and equipment, removing all waste and debris, and leaving the room/suite in the same condition as when accepted, reasonable wear and tear accepted. The resident is responsible for cleaning. Maintenance or repair required to return premises to the same condition as when accepted is accomplished by University appointed personnel and is billed accordingly.

11. **Late Check-in:** Assigned bed space is held until 8:00am of the first day (of University scheduled classes) of each semester/session. If the resident fails to check-in at the assigned residence building, they may be assigned to an alternate bed space or dropped from housing until their University withdrawal or non-registered status is confirmed.

12. **Room/Apartment Changes:** A resident may change rooms/suites only with a written authorization from her/his Hall Director. Unauthorized room/suite changes or failure to
move out of a room/suite when required may result in additional charges and disciplinary actions as determined by the University.

13. **Resident Responsibilities:** The resident agrees to observe all rules and regulations of BHSU plus local laws and State of South Dakota laws which are incorporated by reference into this document. The resident agrees to honor all terms and conditions stated in this agreement, the 2015-2016 Board of Regents Student Code of Conduct and Residential Standards of Living. [http://www.bhsu.edu/Portals/0/studentlife/student_handbook.pdf](http://www.bhsu.edu/Portals/0/studentlife/student_handbook.pdf).

14. **Immunizations and the Meningitis Vaccine:** Measles, mumps, and rubella are contagious diseases with measles being extremely contagious. High saturation living, such as a university residence hall, increases the potential of measles becoming an epidemic. South Dakota law requires all college or university students to present to the Student Health Center a certificate of immunization from a licensed physician showing two immunizations against measles, mumps, and rubella or record of an immune antibody titer against measles or an approved exemption. Individuals, who for medical or religious reasons are unable to be immunized as required, may file an exemption. In the event of an outbreak, students with exemptions can expect to be quarantined off campus at their own expense—no refund for room & board. The University is not responsible for any liability the student may suffer because of noncompliance. Additionally, the rate of meningitis appears to be on the rise for college students. As such, the University concurs with the American College Health Association’s recommendation that all college students should receive the meningococcal vaccine. The meningitis immunization is not required yet strongly recommended.

15. **Rates:** Room rates for 2015-16 are determined in April of 2015. Thus, as of this December 2014 printing, 2015-16 rates are not yet available. It is anticipated that the 2015-16 rates may increase 3-8 percent over the 2014-15 rates. The 2014-15 Residence Hall Rates were as follows: $1654.75/semester for a double-occupancy room; $2160.90/semester for a single-occupancy room; and $2,419.05/semester for a double-as-single-occupancy room. The 2014-15 Yellow Jacket Apartment Rates were as follows: $2,143.20/semester for a double-occupancy room; $2,806.65/semester for a single-occupancy room; and $3,146.20/semester for a double-as-single-occupancy room.

16. **Double-as-Single Room:** Contingent upon availability, residents may request to live in a double-occupancy room/suite as a single-occupied room/suite. Also, the University reserves the right to assign students to single-occupied rooms/suites for unique necessary reasons. Rates for a Double-as-Single room/suite are computed from the date that the person occupied the room/suite as a single, except where no roommates are available elsewhere in the housing system.

17. **Consolidating Vacancies:** The University reserves the right to change room/suite or hall assignments, to assign roommates/suitemates, and to consolidate vacancies by requiring a resident to move from a single-occupied double-occupancy room/suite to a double-occupied double-occupancy room/suite. Residents who find themselves without a roommate/suitemate have three choices:
a. Elect to agreement for the same accommodations for the remainder of that semester and pay the “Double-as-Single” room/suite rate;
b. Consolidate with another resident of their own choosing; or
c. Consolidate with a roommate/suitemate chosen by the Residence Life staff. At the discretion of the University, residents living alone may be charged at the “Double-as-Single” room rate.

18. **Vacating the Residence Halls/Suites:** Residential students must vacate the premises within 24 hours of their last final exam (spring semester) or upon discontinuance as a student, whichever occurs earlier. To establish continuance, fall residential students returning for spring semester as a residential student must be registered for at least 6 spring semester credit hours before noon of the last day of final exams.

19. **Food Preparation in Residence Hall Rooms:** For health and safety reasons, residents may not cook in their rooms with appliances that possess an open heating element (such as hotplates, toasters, and toaster ovens). Additionally, electric grills are not allowed. Electric coffee pots, corn poppers and microwave ovens are allowed (for heating of simple convenience foods) but must be Underwriters’ Laboratories (UL) approved and a maximum of 1000 watts. The University reserves the right to remove cooking appliances. Residents may furnish their own room refrigerator provided it is limited to 4.4 cubic feet in size (kitchens are provided & cooking is allowed in the Campus Suites).

20. **Disciplinary Action:** Disciplinary action may be taken against University students and other individuals on University property for violation of state and local laws, University rules and regulations and policies. This may include, but is not limited to, such action as monetary compensation, rescinding privilege to use all or part of Residence Life or other University services, or any sanctions necessary to maintain order and protect the rights of students, faculty, and staff. A resident is immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of the resident or others, or unduly interrupts legitimate operational process of the University. In the event a student is removed from the residence halls as a disciplinary action, the security money is forfeited.

21. **No-Nonsense Stance Concerning the Illegal use of Drugs:** The illegal use/manufacture/sale of drugs or being party thereto is unacceptable. This includes the abuse of prescription drugs. Disciplinary action is taken against any student involved in such drug use. Illegal possession, consumption, provision, or sale of narcotics or drugs, or possession of paraphernalia, will result in disciplinary action and referral to law enforcement officials. It is a violation of University policy to knowingly be in the presence of others who possess illegal drugs or paraphernalia, or to be in the presence of a person using illegal drugs.

22. **Liability:** Black Hills State University, its officers, employees and agents, and the Department of Residence Life are not liable for any property of the resident that may be lost, stolen or damaged in any way, anywhere on the premises of the University. The resident agrees to save, hold harmless, and indemnify the University and its officers, employees and agents from any claims or damages substantiated by the resident or other
parties as the result of the acts or omissions of the resident relating to any changes or modifications made by resident to the room or furnishings, including but not limited to, the construction of the beds, bookshelves, partitions or other structures. The resident is financially responsible to the University in the event a 3rd party, who is injured by the resident’s acts or omissions, claims the University is liable for damages. The Department of Residence Life strongly encourages students to either (1) make arrangements with their parent’s or guardian’s homeowner’s insurance company to insure coverage for personal belongings, or (2) purchase separate personal property insurance or renter’s insurance.

23. **Property Insurance Information:** Occasionally, incidents such as flood, fire, theft, and other events may cause damage to residents’ personal property stored in campus residence hall rooms and/or the campus suites/apartments. BHSU does not carry insurance on residents’ belongings, and can only pay for damages as permitted by State law. Therefore, the Department of Residence Life strongly encourages students to either (1) make arrangements with their parent’s or guardian’s homeowner’s insurance company to insure coverage for personal belongings, or (2) purchase separate personal property insurance or renters insurance. In some instances, a parent’s or guardian’s homeowner’s insurance will cover damage to personal property of a dependent child in a state owned facility (such as residence hall or university owned apartment), but this is not a universal truth. Consult with your parents or guardians and their insurance agent to decide whether or not personal belongings on campus are already covered, and if there might be any limitations to the coverage. If not covered, or if coverage cannot be added, then consider purchasing separate personal property insurance or renters insurance.

24. **BHSU Residence Life:** A webpage to help you become better acquainted with the residence halls, staff, our operating philosophy and the rules and regulations that govern all residential students, please visit our webpage. You will find information designed to help your transition successfully to on-campus living. [www.bhsu.edu/residencelife](http://www.bhsu.edu/residencelife).

25. **BHSU Internet Service:** Network and Computing Services provides Internet connections for the residential students. To connect, users must meet minimum system requirements. Requirements are enforced that check for anti-virus, patches and other security related updates. No additional fees are required. Minimum computer requirements are found at: [http://www.bhsu.edu/Portals/0/studentlife/residenceLife/ResLife_YourRoom.pdf](http://www.bhsu.edu/Portals/0/studentlife/residenceLife/ResLife_YourRoom.pdf)

26. **BHSU Dining Services (A’viands):** To help you become better acquainted with the various meal plans, options, staff, and the rules and regulations, please visit our webpage located at [http://www.bhsu.edu/StudentLife/Living/DiningServices/tabid/3689/Default.aspx](http://www.bhsu.edu/StudentLife/Living/DiningServices/tabid/3689/Default.aspx)

27. **Personal Property Disposal:** The University has the right to immediately dispose of any personal property left on the premises after the end of the agreement term or other termination of this agreement.
28. **Agreement Assignments and Authority:** A resident may not sub-agree any part of the premises or allow any unauthorized party to occupy the premises. If the resident is under age 18, the parents/legal guardian shall become a party to this agreement and shall sign as evidence of accepting agreement responsibilities.