



Black Hills State University - Office of Residence Life

Agreement for Room Accommodations - Summer 2021



Students attending summer session or enrolled for Fall 2021 classes at Black Hills State University are eligible for residence hall accommodations. To make a housing request, please complete this form. Return the completed form to BHSU Residence Life. Read the **Terms & Conditions** document and the information on the reverse side of this contract before signing.

Student Name		Student ID	
Permanent Address			
	(Street Address/ Residence Hall and Room)	(City)	(State) (ZIP)
Date of Birth		Gender	
University Classification	<input type="checkbox"/> FR <input type="checkbox"/> SO <input type="checkbox"/> JR <input type="checkbox"/> SR <input type="checkbox"/> GR <input type="checkbox"/> Transfer		

Session and Fees: The cost to live on campus during the summer session is \$400/month for the double bedroom and \$425/month for the single room. The months of May (Session I) and August (Session IV) will be prorated. BHSU reserves housing accommodations during the summer months for registered BHSU students or recognized affiliates of BHSU staying on campus in **The Yellow Jacket Apartments** per selected Summer Session.

Please Provide the Following Information

Room Preference	<input type="checkbox"/> Single Bedroom	<input type="checkbox"/> Double Bedroom
Session Preference	<input type="checkbox"/> Session I (May 10 – May 31)	<input type="checkbox"/> Session III (July 1 – July 31)
	<input type="checkbox"/> Session II (June 1 – June 30)	<input type="checkbox"/> Session IV (May 11 – August 19)

Refund, Location, and Special Condition:

Refund may be obtained on a session if cancellation notice is received prior to the second day of that Session. No refunds will be granted after the second day of a session for that session. Payment will ensure placement in a double or single occupancy room in Apartments on a first come first serve basis. Early move in will begin August 13 - August 20, 2021.

Physical/Medical Conditions: List any physical/medical conditions that should be considered in making a hall/room or board assignment or that might be necessary to know in case of emergency. To be considered for physical or medical accommodations, prior notification is necessary to meet your individual needs. Medical verification may be required.

Missing Person Information: In the case that you may become a missing person, please provide an emergency contact.

Name		Relation		Phone Number	
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SD BOR Housing Policy requires that you respond to the following questions as part of this housing agreement:

SD BOR Housing Policy (3:6) **requires that you respond** to the following questions as part of this housing agreement:

Are you required to register as a sex offender?

Yes No (Registered sex offenders are not permitted to reside in university housing facilities.)

Have you ever been convicted of, pled guilty to or received a suspended imposition of sentence for a felony offense?

Yes No (You need not disclose juvenile convictions, pleas or suspended sentences, and you need not disclose a suspended imposition of sentence that has been discharged.) If you answer yes to this question, you must also provide a written explanation identifying the jurisdiction, date of the offense, circumstances of the offense, the sentence or parole conditions and other facts or circumstance that the student believes to be relevant. (Offenders who have committed felony offenses involving use or sale of illegal drugs or involvement in a crime of violence are not permitted to reside in university housing facilities. Offenders whose crimes were committed in settings similar to those that commonly occur in university housing facilities may be denied residence in university housing facilities.)

I have read, understand and accept the terms and conditions of this contract, including the document entitled **Terms & Conditions**. I hereby contract for assignment of accommodations at Black Hills State University for the aforementioned time. I agree to pay the stated fees according to the BHSU fee schedule each semester. Deposit/Refund policies and deadline dates are stated on the back of this contract (Payment is to be made at the beginning of each session at the Residence Life office).

Student Name (printed)		Date	
Student Signature		Phone	
Parent/Legal Guardian Signature (if under 18)		Phone	

Additional Information

Agreement 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. This agreement relationship includes financial obligations for the selected summer sessions or approved summer timeline or the remainder thereof. 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.

The BHSU Residence Life Web page

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 web page. You will find information designed to help you transition successfully to on-campus living on the [BHSU Residence Life Webpage](#).

The BHSU Dining Services Web page

To help you become better acquainted with the various meal plans, options, staff, and the rules and regulations, please visit [BHSU Dining Services](#).

TERMS AND CONDITIONS

1. **Purpose License** holder agrees to use said premises as a residence and for no other purpose. Occupants shall conduct themselves so as to not interfere with the peace and comfort of other license holders/occupants in the apartment complex.
2. **Eligibility In** order to be eligible for occupancy in the University apartment complex during the summer months, one must be a student enrolled at BHSU for the summer session or enrolled in courses for the upcoming fall semester. Eligible applicants must be in good standing with the [University Student Code of Conduct](#). Any exceptions must be approved by the Director of Residence Life.
3. **Apartment Rent** The cost to live on campus during the summer session is \$400/month for the double bedroom and \$425/month for the single room. Monthly payments must be paid in full, in advance for each month on the first business day (M-F) of that month. If license holder fails to make full payment of rent on or before the third working day of the date the same becomes due and payable, then license holder shall pay a late payment fee of three dollars per day in addition to the rent payable. Rates are set annually according to the policies of the SD Board of Regents and are subject to change without prior notice. Our office is in Woodburn Building first floor back by Public Safety. Open Monday thru Friday 8am-5pm.
4. **Default It** is understood and agreed that if license holder fails to make the rental payment or any part thereof or shall fail to comply with any of the terms of this license, the University may reenter and retake possession of the premises upon three (3) days written notice and hold the same without such re-entry causing a forfeiture of rents to be paid by license holder.
5. **Security Deposit, Deposit Refund, and License Cancellation Policy** License holder is required to submit a \$100.00 deposit is considered security monies for the faithful performance by the license holder of the terms hereof; otherwise, such deposit may be withheld, in whole or part, upon notice to license holder as provided by law to remedy license holder defaults hereunder. Eligible security deposit refunds are returned by mail at the end of the license period.

License Holder Never Taking Possession of Apartment If a license holder decides to cancel, written notification must be provided to BHSU, Department of Residence Life, Unit 9100, 1200 University, Spearfish, SD, 57799-9100. Cancellation does not necessitate the return of a security deposit. Security monies are refundable if notice of license cancellation is postmarked and mailed to the Department of Residence Life no later than 30 days prior to the beginning of the license (security monies shall be forfeited by any leasing student who does not adhere to this requirement).

License Holder Leaving after Completion of License holder who have fulfilled the terms of this license and have not secured an on-campus room or campus apartment for the upcoming Fall semester, will automatically receive a refund of their security monies. Such license holders do not need to request this refund. Failure to fulfill the terms and conditions of the license, or return keys will cause forfeiture of the deposit.

6. **Utilities** The University shall furnish water, sewer, central garbage receptacle, electricity, heat, basic cable, service, and internet service connection through the BHSU network.
7. **Check-In and Check-Out** License holder is considered checked-in when (s) he obtains the apartment key(s). When moving into the assigned apartment, license holder shall complete, sign and turn in an apartment Inventory and Condition Form. When vacating the assigned apartment, license holder must checkout with the Apartment Director or his/her designee. The apartment Inventory and Inspection form and an inspection by an appointed Residence Life staff serves as the basis for checkout charges, if assessed. License holder agrees to follow the proper checkout procedures when vacating the premises or relocating within the complex. This includes, but is not limited to, removing personally owned furniture and equipment, removing all waste and debris and leaving the apartment in the same condition as when accepted, reasonable wear and tear accepted. License holder is responsible for any 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 to the license holder.
8. **Keys** All Keys issued must be returned to the Apartment Complex Director upon checkout. Loss or failure to return any key will result in a \$75 lock-recoring charge. One apartment door key for each license holder listed on this license will be issued. One mailbox key per apartment will be issued if lost a \$25 charge to replace.
9. **Condition of the Premises License Holder** stipulates that (s)he has examined the demised premises and all appliances and that appliances provided by the license holder are currently in good order, repair and in a safe, clean, tenable and usable condition.
10. **License Holder Obligations** License holder agrees to, on the expiration of this license, quietly yield and surrender the above described premises to the University in as good a condition and repair as when taken, reasonable wear, tear, and damage by the elements alone excepted. Any damage shall be repaired and cleaned at the cost of the license holder. License holder agrees to indemnify and save harmless the University, it's agents, officers, staff and employees from any claim on any person for injuries to life, person, or property by reason of anything done, permitted to be done or omitted to be done by license holder in and about the occupations of the premises.
11. **Repairs and Maintenance** Leaseholder shall contact the Apartment Complex Director to request maintenance that shall be provided by the University. Leaseholder shall replace all light bulbs at their own expense excluding those, which are a part the University's owned appliances, or in hallways, laundry or other common areas. License holder shall make no alterations or improvements. The University is responsible for snow removal and yard work.
12. **Entry for Inspection, Repairs, and Alterations** The University shall have the right to enter the licensed premises for inspection at all reasonable hours a) for cleanliness and safety; to ensure that health standards are maintained, b) to determine the condition of University property, c) to perform maintenance as required and/or requested, d) to conduct preventative maintenance during break periods, and e) to conduct fire safety inspections of your apartment. Apartments will be entered and the tenant's privacy protected in accordance with state law. Should staff observe property or conditions which violates the law or University rules and regulations, these suspected/observed violations will be removed from the premises as necessary and reported to the appropriate authority. Confiscated items may not be returned. License holder grants permission to the University to show the licensed premises to rental applicants at reasonable hours within thirty days of the expiration of this license. A twenty-four hour prior notice will be attempted before entry; however, requested maintenance by the occupants will be considered prior notice.
13. **Fire Safety Inspections** In accordance with Board of Regents Policy, fire safety inspections of your apartment will occur periodically. You will be given written notice of results once your apartment has been inspected. Such results will include date and time of entry, findings, fire safety violations if any, and the name of staff who conducted the inspection. Staff will be inspecting for open flame devices, including candles and incense (burnt and unburnt), halogen lamps, extension cords, cluttered exits, etc.
14. **Safety and Security Walkways**, hallways, stairs, stairwells, sidewalks and other common areas in and around apartments or building must be kept free of bicycles, toys, rugs, extension cords, garbage, and other objects. Bicycles and other items are not permitted to be stored near or chained to light poles, stairwells or similar objects. Private fences, clotheslines, play equipment, or swimming pools are not permitted. These items if improperly stored will be removed at the owner's expense.
15. **Signs** The display of signs, posters and other media items on the outside of the apartment building, doors, windows, lawns, hallways, laundry areas and other common areas, other than bulletin boards, is prohibited.
16. **Subletting and Assignment** License holder shall not sublet said premises. This license is not assignable. The University reserves the right to refuse housing to any person at any time.
17. **Personal Property** the Department of Residence Life, without liability, has the right to dispose of any personal property left on the premises after the end of the license term or other termination of this license.
18. **Liability** Black Hills State University, its officers, employees and agents, and the Department of Residence Life are not liable for any property of the license holder that may be lost, stolen or damaged in any way, anywhere on the premises of the University. The license holder agrees to save, hold harmless, and indemnify the University and its officers, employees and agents from any claims or damages substantiated by the license holder or other parties as the result of the acts or omissions of the license holder relating to any changes or modifications made by license holder to the apartment or furnishings, including but not limited to, the construction of the beds, bookshelves, partitions or other structures. License holder is financially responsible to the University in

the event a third party, who is injured by the license holder's acts or omissions, claims the University is liable for damages.

19. **Health and Medical Insurance** The University assumes no financial responsibility for medical care; such costs are the responsibility of the occupant. License holder is urged to provide their own health and medical insurance.
20. **Personal/Property Insurance** 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 the 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 renter's insurance. In some instances, a parent's or guardian's homeowners insurance will cover damage to personal property of a dependent child in a state owned facility (such as a 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 renter's insurance.
21. **Disturbances** License holder is responsible for violations of excessive noise or disturbances, which interfere with the rights, comforts or convenience of the other persons whether caused by the license holder, their spouse, children, guests or other occupants. The Apartments Complex Director, University Security Officers, and /or the Spearfish City Police will respond to disturbances.
22. **Alcohol and Controlled Substances** License holder agrees to abide by SD Board of Regents and BHSU policies which expressly prohibit the use, distribution, sale, or possession of alcohol or other controlled substances on campus, including the apartments.
23. **Parking** License holder agrees to park their vehicle(s) in the area provided by the University. All vehicles must display a current BHSU parking permit purchased by the license holder. License holder agrees not to park boat, trailer or recreational vehicles in the parking area. In no event shall license holder park or store any vehicle that is not capable of daily operation. License holder shall abide by all BHSU parking regulations.
24. **Animals** No pets (animals and/or reptiles), except fish. Aquariums must not exceed 10 gallons. BHSU Residence Life will make accommodations per the Americans with Disabilities Act (ADA) standards for service and support animals. Residents are required to inform BHSU Residence Life upon their intent to bring a service or support animal into any BHSU owned residence hall. Students must comply with all regulations/requirements set forth by the BHSU Office of Disability Services BEFORE they to bring a service or support animal into the residence halls.
<http://www.bhsu.edu/StudentLife/StudentServices/DisabilityServices/ServicesAccommodations.aspx>
25. **Fireworks, Explosives and Firearms:** License holder agrees to abide by SD Board of Regents and BHSU policies, which expressly prohibit the possession or use of firearms, firecrackers, gunpowder or other materials, which endanger the health, or safety of others. Occupants found in possession of fireworks, explosives or firearms are subject to criminal prosecution and University disciplinary action including suspension or expulsion
26. **License Holder Responsibilities** License holder agrees to observe all rules and regulations of BHSU, The Department of Residence Life, and the State of South Dakota, which are incorporated by reference into this document. License holder agrees to honor all terms and conditions stated in this license, the *Student Handbook*, and the *Residence Life Handbook*. License holder understands that (s) he is personally and financially responsible for the actions of their guests.
27. **Destruction of Premises:** It is agreed in the event the premises during the term of this license are destroyed or rendered unfit for occupancy by force, major, fire, tornado or other unavoidable casualty, and the premises cannot be repaired within a reasonable time, then this license and all rights and liabilities of the parties hereunder shall immediately terminate, unless such event arises by reason of negligence on the part of license holder, in which event license holder shall remain liable hereunder for rental payments.
28. **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. License holder is immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of the others, or unduly interrupts legitimate operation process of the University. In the event license holder is removed from the apartment complex as a disciplinary action, the security deposit is forfeited.