



## **LC STATE RESIDENCE HALL LICENSE AGREEMENT**

**INSTRUCTIONS:** Please read all sections of this License Agreement before signing. **THIS IS A LEGALLY BINDING AGREEMENT AND IS IN EFFECT FOR THE ENTIRE 2023-2024 ACADEMIC YEAR (fall and spring semesters).** The following must be completed before a room is assigned:

- Housing Application
- Signed License Agreement
- \$200 deposit
- Student must have applied to LC State

**ELIGIBILITY:** LC State housing is provided for full-time (12 credits or more) undergraduate students enrolled in an LC State program. Students must actively pursue their education (e.g. attend and participate in classes) to remain eligible to live on campus. Failure to comply may result in removal from LC State housing. Residence Life reserves the right to refuse housing accommodations to any student who has a LC State Student Code of Conduct sanction or has committed a crime. Students must notify the Office of Residence Life if they have ever been convicted of a crime before living in LC State housing. The nature of the offense will be taken into consideration when determining whether an applicant will be permitted to live in LC State housing or not. Students must immediately notify the Office of Residence Life upon being convicted of a crime while living in the residence halls and the matter will be reviewed.

**HOUSING DEPOSIT:** A \$200 deposit must accompany the LC State Residence Hall Application and License Agreement. A “Deposit” is a reservation fee that must be paid before the student’s room assignment will be made. LC State agrees to refund the deposit to the student once the following conditions are met:

- Student resides in the residence halls for the full term of this Agreement. The room/suite to which the student has been assigned is left in as good a condition as at the time of original occupancy by the student (reasonable wear and tear expected)
- Student performs a proper room check-out
- Student does not have a Residence Hall License Agreement for the following spring or fall semester
- Student has satisfied all other financial obligations to LC State

**ROOM AND BOARD PAYMENT/COLLECTION:** Room and board costs are charged to the student account and are due by the fifth official day of the fall/spring semester. Late fees are assessed to accounts that are not paid in full by the fee payment deadline unless student has arranged a payment plan with the Controller’s Office. A payment plan needs to be in place by August 1 for academic year contracts and January 10 for spring only contracts. Failure to pay room and board costs may result in the withholding of meals AND the termination of this Agreement by the College. Delinquent accounts will be referred to a commercial collection agency. In addition to any balance owed to the College, the student is responsible for collection costs and legal fees.

**OCCUPANCY:** Occupancy occurs when student has been issued a key for the room assignment. Actual physical occupancy of the room by student and/or placement of student’s possessions within the room are not necessary to constitute occupancy.

**CANCELLATION PRIOR TO OCCUPANCY:** All cancellations **MUST BE RECEIVED IN WRITING (email, letter, or in person)** at the Office of Residence Life based on the following schedule:

<b><u>Fall Semester</u></b>		<b><u>Spring Semester</u></b>	
Cancellation by 6/1	100% refund of housing deposit	Cancellation by 11/1	100% refund of housing deposit
Cancellation 6/2-7/15	50% refund of housing deposit	Cancellation 11/2-12/15	50% refund of housing deposit
Cancellation 7/16 or after	No refund of housing deposit	Cancellation 12/16 or after	No refund of housing deposit

**Students who fail to submit a written cancellation will be classified as a NO SHOW and will lose their deposit.**

**MEAL PLAN CANCELLATION:** Meal plans can be changed during the first week of the semester. After the first week of the semester all meal plans are locked in and can only be upgraded/increased. Changes to your meal plan must be made in writing.

Once the semester has begun, if a student withdraws from the College, approved cancellations are charged for the number of weeks enrolled in the Meal Plan program up to the date of cancellation regardless of plan usage.

**TERMINATION OF LICENSE AGREEMENT BY COLLEGE:** The College may terminate this License Agreement under the following conditions: student fails to comply with the rules and regulations set forth in this Agreement, Student Code of Conduct, the Residence Hall Policies, other College policies, and/or any applicable local, state or federal law; student fails to pay room and board fees when due; or student misrepresents information on this Agreement or other LC State documents. The College specifically reserves the right to immediately remove any individual from a residence hall if the College, in its sole discretion, determines that the individual presents an immediate danger to themselves or others. Residents must take at least 12 credit hours; those who fall below 12 credit hours without permission from the Director of Residence Life may be subject to termination of their Agreement by the College. However, dropping below 12 credit hours does not change the Agreement obligation.

**TERMINATION OF LICENSE AGREEMENT AFTER OCCUPANCY:** Once the student is issued a key to the assigned room, the student can only terminate this Agreement before the end of the Agreement if at least one of the following conditions applies:

- Student officially withdraws from LC State
- Student becomes married
- Student participates in Study Abroad or National Student Exchange
- Active military duty

If at least one of these conditions is met, the refund will be based on the following schedule: (subject to change based on the Controller's Office refund schedule)

Prior to Week 1	No housing charges but forfeit deposit
Week 1	No housing charges but forfeit deposit
Week 2	No housing charges but forfeit deposit
Week 3	50% refund of housing charges plus forfeit deposit
Week 4 and after	0% refund of housing charges plus forfeit deposit

**STUDENT RESPONSIBILITY FOR REPAIRS:** All costs for repair of damage to student's assigned room, suite and/or building or premises not caused through normal wear and tear, or for replacement of irreparably damaged or lost property in student's assigned room and/or the residence hall, shall be the responsibility of student. If responsibility for the damages/loss cannot be so established, cost of repair will be equally divided among the residents of the affected room, suite or building.

**RIGHT OF ENTRY:** The College will, at its sole discretion and at all times, have the right to enter the assigned room without notice to or consent of student when the College has reasonable cause to believe there exists an immediate threat to the health, safety or property of student or other occupants of the assigned room or building, or if College or private property is at risk of damage or destruction. In addition, student authorizes College personnel to enter the assigned room to close and secure it, to make necessary or desirable repairs, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by College.

**COLLEGE REGULATIONS:** All students are held responsible for knowing the College regulations and information set forth in the College catalog, Student Code of Conduct and the Residence Hall Policies. All College rules and regulations as well as residence hall regulations are specifically made a part of this Agreement by reference.

**SMOKING:** Smoking, including vaping, is prohibited inside all residence halls. LC State is a smoke free campus, except in designated parking lots located around the perimeter of the campus.

**ALCOHOL/CONTROLLED SUBSTANCE POLICY:** Illegal possession or consumption of alcoholic beverages is prohibited on College-owned/managed property. Alcoholic beverages should not be possessed or consumed in lounges, recreation rooms, and other public areas of College-owned/managed buildings or grounds. Sale of alcoholic beverages is prohibited on College-owned/managed property. Guests and visitors will observe these regulations while on College property. Noncompliance will be subject to probation, fines, alcohol education classes and/or eviction from the halls without a refund. No empty alcohol display bottles or paraphernalia allowed in the residence halls. Possession, manufacture, distribution, use or sale of marijuana, or other controlled substances classified as illegal under Idaho law is prohibited on College-owned/managed property.

**FIREARMS, WEAPONS, EXPLOSIVE SUBSTANCES:** Firearms, weapons, explosive substances & devices are prohibited in the residence halls. Any violation of this rule may result in immediate termination of this Agreement and may be reported as a violation of the Student Code of Conduct.

**FIRE SAFETY EQUIPMENT:** Students found to be tampering, damaging, or in any way using fire equipment or safety apparatus for other than its intended use may be evicted from the residence hall, fined and be subject to further action by College authorities.

**VACATION PERIODS:** The residence halls are officially closed between fall and spring semesters. Any student desiring to remain in the halls for all or any portion thereof will be required to notify the Office of Residence Life and pay an additional fee.

**ROOM ASSIGNMENT:** The College reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls. The College reserves the right to authorize or deny room and roommate changes and to relocate students to or from any room or residence hall.

**FOOD SERVICE:** Residents of Clark Hall, Clearwater Hall, Education LLC, and Talkington Hall are required to maintain a meal plan. Meal service is not provided during Thanksgiving, winter, or spring breaks.

**ACTIVITY FEE:** A non-refundable activity fee of \$25 per semester is required of all residence hall students. This fee is collected when the student pays for room and board.

**ROOM AND BOARD COSTS:** All room and board costs, as approved by executive management, supersede all other information regarding costs. The College reserves the right to change rates.

**PERSONAL PROPERTY AND LIABILITY:** The College shall not be liable for loss of or damage to student's personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Student is encouraged to obtain insurance adequately covering loss of or damage to student's personal property. The College does not provide such coverage.

**PROPER CHECK OUT:** At the conclusion or termination of this Agreement, student must check out of the residence hall by returning keys and completing the Residence Hall Room Condition Form with an authorized staff member. Improper check out shall result in the student being assessed a charge for the improper check out, a charge for lock changes if keys are not returned on time, and any other applicable cleaning and damage charges.

**CONTRACT TRANSFERS:** Any student may, at any time, transfer the contract to another full-time registered, continuing, off-campus student (either gender) who has not otherwise contracted for housing with the College. Eligible parties must obtain approval for the transfer and complete the transfer process together at the Residence Life Office. The physical transfer may take place only after proper approval has been granted and all applicable paperwork has been completed. Building/room assignment may be different than the original License Agreement.

### **PUBLIC HEALTH-INFORMED POLICIES**

LC State welcomes residential students for the Academic Year and remains committed to community building within a safe and vibrant living and learning environment. The College aims to keep campus open for instruction while protecting the health and safety of our community and minimizing the potential spread of disease within our community. As a Resident residing on the College's campus contagious viruses or similar public health crisis ("COVID" or "Illness") will impact your housing experience. It is incumbent upon all our community members, including you as an On-Campus Housing Resident, to mitigate the spread of Illness and keep our community as healthy and safe as possible. The following policies, procedures and guidelines are incorporated into your License Agreement and are applicable to all Residents.

### **HEALTH AND SAFETY**

**A. General.** All members of the College community must act in a manner that demonstrates respect and consideration for the health and safety of all community members. All Residents are prohibited from creating a health or safety hazard within On-Campus Housing. As always, the College will endeavor to update you with timely information about specific health and safety guidance important for our Residents. Please note that additional requirements for students and Residents relating to Illness are continuously updated and will be published by Residence Life on its website (<https://www.LC State.edu/residence-life/faqs-and-residence-hall-policies>) including the Community Standards, the Residence Life Policies and the Student Code of Conduct published by the Vice President for Student Affairs on its website (<https://www.LC State.edu/student-affairs/student-code-of-conduct/>), and the College's web site (<https://www.LC State.edu/coronavirus>). (the "Student Code of Conduct"). These additional requirements apply to you as both a Resident and a student and comprise a material part of your License Agreement. You are required to keep yourself informed of all current guidance as it is updated and to follow any other guidance provided by the College relating to Illness while on campus and while off-campus.

**B. Compliance with Health and Safety Guidelines.** Residents are required to comply with health and safety laws, orders, ordinances, regulations, this Addendum, the Residence Life Rules, the Code of Conduct, and all other CDC, campus, local, state and federal guidelines as it relates to public health crises, including COVID (collectively herein the "Health and Safety Guidelines"). This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social/physical distancing, limitations or restrictions on guests in On-Campus Housing, limitations on gatherings, wearing a face covering or other personal protective equipment, diagnostic and surveillance testing or screening such as temperature checks (including before or upon arrival to campus as well as periodic testing while on-campus), cooperation with contact tracing, disinfection protocols, and quarantine / isolation requirements (including before or upon arrival to campus or at any time during Resident's Term), or quarantine requirements imposed following travel. Adherence to the Health and Safety Guidelines applies to all residents and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, laundry rooms, and other common spaces.

**C. Removal from On-Campus Housing.** If the College determines, in its sole discretion, that Resident is creating a health or safety hazard or otherwise failing to comply with any provision of this Addendum or any Health and Safety Guidelines, the College may terminate Resident's License Agreement and require a Resident's immediate removal from On-Campus Housing if their continued presence poses a health or safety risk for community members, as determined by the College in its sole discretion. No termination of the Resident's License Agreement in accordance with this section shall relieve the Resident of Resident's obligations and liability under the License Agreement and such liabilities and obligations shall survive any termination of the License Agreement.

**SEPARATION; REPORTING; SCREENING.**

**A. Reporting and Monitoring.** Resident acknowledges, agrees and consents to screening and/or testing for Illness as may be required by the Health and Safety Guidelines, and further agrees to provide results to College or public health authorities if requested. Further, Resident agrees to self-report to College if showing symptoms of Illness or receiving a diagnosis of Illness or any known exposure to a person diagnosed with Illness or displaying symptoms of Illness in order to keep other students, residents, faculty, and staff safe. Finally, Resident shall cooperate fully with any contact tracing or other similar efforts that may be required by the circumstances.

**B. Isolation and Quarantine.** Resident agrees that if Resident or a roommate/suitemate or other individual Resident has come into contact with, is diagnosed with, or displays symptoms associated with Illness, Resident will follow guidance provided by the College and/or health officials, which will likely include quarantining or isolating in place for fourteen (14) days or reassignment to a housing unit designated and appropriate for quarantine or isolation. Residents are required to comply with requests from the College for reassignment from their assigned space due to Illness or any other public health emergency. Failure to do so is a violation of the License Agreement and may subject a Resident to emergency removal from their assigned bed space and/or to termination of their License Agreement in accordance with Section 1.c. of this Addendum. Not all On-Campus Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a Resident is recommended to self-quarantine or self-isolate, Residents may not be permitted to continue residing in their Unit and will be provided alternative housing arrangements as needed and as available. Removal from On-Campus Housing to isolate or quarantine does not constitute a termination of a Resident's License Agreement.

**TESTING.** All Residents may be required to complete testing for COVID-19, in accordance with Health and Safety Guidelines. By signing this addendum, accepting your assignment, or residing in On-Campus Housing, you consent to any testing required by the College prior to Move-In Day or anytime thereafter. If imposed, requirements will be communicated to Residents by the College prior to Move-In Day or at the time testing becomes necessary. You further agree to provide results to the College, as required.

**DINING SERVICES.** Dining service, including where and how it will be offered to Residents, is subject to the discretion of the College and its food service partner and may be modified from time to time to address public health concerns. The College may limit dining to primarily carry-out, may limit the occupancy of the dining hall, limit the amount of time Residents may reside within the dining hall, or make other operational adjustments needed to address health and safety concerns.

**CLEANING.** College will continue to implement and modify cleaning protocols to address Illness or any other public health emergency in the interest of minimizing the spread of any disease, including Illness. The College will educate and inform Residents on appropriate cleaning protocols within their assigned spaces to reduce the spread of Illness within residence halls, through the Residence Hall Rules and other avenues. Residents must comply with enhanced cleaning and hygiene measures while in On-Campus Housing.

**DE-DENSIFYING EFFORTS.** Residents are required to comply with any de-densifying efforts needed on campus due to Illness or any other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing on or off-campus. Reassignment does not constitute a termination of a residential student's housing contract.

**TERMINATION.** Upon reasonable notice, the College may be required to terminate your License Agreement due to public health emergency needs, including COVID or other Illness in which case reimbursement may be considered for impacted Residents as appropriate and based on information available at that time. Shifting to the remote delivery of instruction by the College at any time during the term of the License Agreement shall not constitute a termination of the License Agreement and will not result in a refund, reimbursement or release of your obligation to pay any amount due under the terms of the License Agreement.

**ASSUMPTION OF RISK.** While the College remains committed to the public health and safety of its students, residents, and visitors, the College cannot guarantee your health and safety. It is incumbent upon each Resident, after evaluating available information as well as Resident's own personal health and safety considerations, to make Resident's own decision whether to reside in On-Campus Housing. Resident acknowledges that, by residing in On-Campus Housing, Resident may be exposed to risks that could result in illness, including contagious virus, personal injury, or death. Resident acknowledges and understands, that by residing in On-Campus Housing, Resident accepts and assumes all risks associated with communal living and in any shared living environment, those risks include exposure to contagious virus, including Illness. Resident acknowledges, understands, and accepts that College cannot control these risks.

**RELEASE.** IN CONSIDERATION OF THE COLLEGE GRANTING MY REQUEST TO PERMIT ME TO RESIDE IN ON-CAMPUS HOUSING DURING ILLNESS OR PUBLIC HEALTH EMERGENCY, RESIDENT HEREBY RELEASES LEWIS-CLARK STATE COLLEGE, THE IDAHO STATE BOARD OF EDUCATION, THE STATE OF IDAHO, AND EACH OF THEIR OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, EXPENSES, OR LOSSES ("CLAIMS") TO RESIDENT, AND TO RESIDENT'S PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, RESULTING FROM, RELATING TO, OR ARISING OUT OF POTENTIAL EXPOSURE TO CONTAGIOUS VIRUSES OR ILLNESS, INCLUDING INJURY OR DEATH, IN ANY WAY CONNECTED WITH OR CAUSED BY OR SUSTAINED BY RESIDENT WHILE CONTINUING TO RESIDE IN ON-CAMPUS HOUSING.

**INDEMNITY; HOLD HARMLESS; AND WAIVER.** Resident agrees to indemnify and hold harmless, waive, and covenant not to sue Lewis-Clark State College, the Idaho State Board of Education, the State of Idaho, or any of each of their officers, employees, and representatives from liability for the illness, injury or death of any person(s) or damage to property that may result from Resident's breach of this Addendum or the License Agreement, or other negligent, grossly negligent, reckless or intentional act or omission while residing in On-Campus Housing. It is Resident's express intent that this shall bind the members of Resident's family and spouse, heirs, assigns, and personal representatives, and shall be governed by the laws of the state of Idaho.

I HAVE CAREFULLY READ THIS ADDENDUM AND UNDERSTAND THAT IT IS A RELEASE, WAIVER, AND HOLD HARMLESS OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH TO MYSELF THAT OCCURS WHILE RESIDING IN ON-CAMPUS HOUSING AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED.

My signature, below, certifies that I have read and understand the **LICENSE AGREEMENT** of the LC State Residence Halls in its entirety and agree to abide by all. I understand that it is my agreement to live in the Residence Halls for the terms on the Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If applicant is younger than 18 years of age, the Agreement must also be signed by a parent or guardian.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Date

Lewis-Clark State College does not discriminate on the basis of race, color, religion, age, sex (including gender identity, sexual orientation, and pregnancy), national origin, physical or mental disability, protected veteran status, genetic information, or any other status protected under applicable federal, state or local law. This policy applies to all programs, services, and facilities, including applications, programs, admissions, and employment.