



LC STATE RESIDENCE LIFE 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 2026-2027 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.

CONVICTION OF A CRIME: Students must notify the Director of Residence Life if they have ever been convicted of a crime before living in LC State housing or immediately upon being charged with a crime while residing in LC State housing. The student will provide a statement to the Director of Residence Life with a complete description of their actions, full details of the charges as well as sanctions assigned, including the date, location, and prosecuting attorney. The matter will be reviewed and LC State shall, at all times, have the right to determine in its sole discretion if the student is eligible to occupy or to continue to occupy a space in the residence halls. LC State may request references and documents pertaining to the crime, information from the student's probation officer, and information regarding the conditions of probation. Failure to notify the Director of Residence Life of a criminal conviction prior to occupancy or immediately upon being charged with or convicted of a crime during occupancy may be grounds for denial of, or immediate removal from, the residence halls and termination of the License Agreement.

HOUSING DEPOSIT: A \$200 deposit must accompany the LC State Residence Life 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 and 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 excepted)
- Student performs a proper room check-out
- Student does not have a Residence Life License Agreement for the following spring or fall semester
- Student has satisfied all other residence hall-related financial obligations to LC State

Any fees associated with the refund of the deposit (transfer fees, banking charges, etc) will be the responsibility of the student to pay and will be deducted from the deposit refund amount.

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 LC State. Delinquent accounts will be referred to a commercial collection agency. In addition to any balance owed to LC State, the student shall be 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:

Fall Semester

Cancellation by 6/1

100% refund of housing deposit

Spring Semester

Cancellation by 11/1

100% refund of housing deposit

Cancellation 6/2-7/15	50% refund of housing deposit	Cancellation 11/2-12/1	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 LC State, 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 LC STATE: LC State 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 Life Policies, other LC State 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. LC State specifically reserves the right to immediately remove any individual from a residence hall if the LC State, 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 LC State. However, dropping below 12 credit hours does not change the student's obligations under this Agreement.

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: LC State 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 LC State 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 LC State or private property is at risk of damage or destruction. In addition, student authorizes LC State personnel to enter the assigned room to close and secure it, to make necessary or desirable repairs, for routine or other maintenance, for routine safety checks, or for other purposes as deemed necessary or desirable by LC State.

LC STATE REGULATIONS: All students are held responsible for knowing LC State regulations and information set forth in LC State catalog, Student Code of Conduct and the Residence Life 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 LC State-owned/managed property. Alcoholic beverages should not be possessed or consumed in lounges, recreation rooms, and other public areas of LC State-owned/managed buildings or grounds. Sale of alcoholic beverages is prohibited on LC State-owned/managed property. Guests and visitors will observe these regulations while on LC State 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 LC State-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 LC State 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: LC State reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls. LC State reserves the right to authorize or deny room and roommate changes and to relocate students to or from any room or residence hall. If a student needs to be relocated, due to damages or construction, to another campus housing property (e.g., residence hall or house) or local hotel there is no financial compensation for this relocation.

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

ACTIVITY FEE: A non-refundable activity fee of \$35 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. LC State reserves the right to change rates.

PERSONAL PROPERTY AND LIABILITY: LC State 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. LC State 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 LC State. 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. LC State 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 LC State's campus contagious viruses or similar public health crisis may 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 LC State 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, LC State 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.lcsc.edu/residence-life/FAQs-and-residence-life-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.lcsc.edu/student-affairs/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 LC State 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 (collectively herein the "Health and Safety Guidelines"). This guidance will evolve as the public health crisis evolves. 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 LC State 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, LC State 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

SEPARATION; REPORTING; SCREENING.

B. Isolation and Quarantine.

DINING SERVICES.

CLEANING.

DE-DENSIFYING EFFORTS.

TERMINATION

ASSUMPTION OF RISK.

RELEASE.

INDEMNITY; HOLD HARMLESS; AND WAIVER.

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.

Signature

Date _____

Signature

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. The Director of Human Resource Services has been designated to handle inquiries regarding non-discrimination policies and can be reached at 208-792-2269 or at the Administration Building, Room 102, on LCSC's campus, 500 8th Avenue, Lewiston, Idaho, 83501. TTY 1-800-377-3529.