

2020 – 2021 Academic Year

SOUTH DAKOTA STATE UNIVERSITY

RESIDENTIAL CONTRACT

Residents are responsible to know and abide by this contract. Information found in the [Residential Life Online Handbook](#) and/or [SDSU Student Code](#) applies as addenda to this contract.

Residents seeking exceptions to this contract due to extenuating circumstances must submit a written request to the Director of Housing and Residential Life for consideration. Any abandonment of space without obtaining approval through the contract release process may result in the forfeiture of all monies paid for remainder of that semester and disciplinary action.

The South Dakota Board of Regents policy requires that during the first two years from the time a student has or would have graduated from high school, all unmarried students who enroll in courses delivered on a main campus for six credit hours or more are required to enter into a housing agreement with the institution unless permission to room elsewhere is granted. Permission ordinarily shall be given to students with dependent children and/or those who reside full-time during the academic year with parents or legal guardians.

Students who live on campus must enter into a Residence Hall and Food Service Contract unless they are exempt from the residency requirement. Students wanting to be exempt from the residency requirement must submit a completed "[PETITION FOR EXEMPTION](#)" form and receive **written approval** from Housing and Residential Life.

I. **Conditions of Contract**

- A. **Duration:** This contract is for the full academic year (August 21, 2020 - May 9, 2021). Note: The residence halls are closed during the semester break and spring break vacations. Refer to the Residential Life On-line Handbook for further definitions and dates.
- B. **Cost:** Residence Hall rates are established by the South Dakota State Board of Regents. Once established (typically in May of each year), rates are not subject to negotiation. For further information, go to <http://www.sdstate.edu/reslife/reshalls/costs/index.cfm>. Residence hall rates DO NOT include the cost of a meal plan.
- C. **Policy Literacy:** The information included in the [Residential Life Online Handbook](#) also applies as part of this Contract. The provisions of this Contract and the [Residential Life Online Handbook](#) apply to all students living in the residence halls.
- D. **Meal Plan:** A University Dining Service plan is part of this Contract. *A Meal Plan is not required for Meadows apartment residents who graduated high school over two years ago.
- E. **Service Interruptions:** The University will not be liable for any interruption in service (including air conditioning, water, electricity, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student, in whole or in part, from the obligations of this Contract.

- F. **Right of Entry:** The University reserves the right for authorized personnel to enter student rooms periodically or in an emergency, to maintain property and to ensure the safety and health of residents.
- G. **Abandoned Property:** The University will not be liable for property left in the building after the student vacates or is expected to vacate at the termination of a contract. Residents must remove all personal property from the residence halls and return the room to its condition upon occupancy to avoid further charges. The student grants the University the right to dispose of any property left by the student after the student vacates the premises or upon termination of the contract, whichever comes first.

II. Assignments

- A. **Administrative Reassignment:** Housing and Residential Life reserves the right to reassign students as necessary for the proper functioning of the hall/apartment community. Such reassignment is an administrative act and not subject to judicial review.
- B. **Authorized Changes:** No room changes can be made without written authorization from Housing and Residential Life. Any room and hall changes must be discussed first with the Residence Hall Director or his/her designee before a move occurs. Improper checkout fine will be assessed as necessary.
- C. **Consolidation:** Any resident who does not have a roommate or an approved single room may be reassigned to a different room or have another student assigned with them in order to consolidate available space. During the consolidation process residents have three options:
 - a. Agree to and sign a single room addendum and pay a prorated single room fee;
 - b. Identify another student either from the Consolidation List or based on your own research as a roommate, which may involve moving to another room. The Consolidation List is made up of residents who are also in need and/or are looking for a roommate.
 - c. Agree to have Housing and Residential Life determine roommates and room assignment, which may involve moving to another room. (Housing and Residential Life does not typically consolidate students between halls except as needed.)
- D. **Suspended Residency:** Housing and Residential Life reserves the right to terminate or modify the terms of this contract when the Director of Housing and Residential Life or an authorized designee is informed that a resident has been charged with or convicted of a crime or crimes against persons, OR has engaged in conduct which threatened the safety or security of other residents, OR poses a potential risk to the safety or security of other residents in the future.
- E. Only residents signing a contract may occupy a room or apartment.

All residents of a residence hall room and/or suite must be the same gender.

No more than the designed number of occupants may reside in residence hall rooms, suites, and apartments.

Failure to abide by the terms of this contract or other applicable University policies is subject to termination of this contract.

III. Contract Appeals

Residents seeking exceptions to this contract due to extenuating circumstances must submit a written request to the Director of Housing and Residential Life for consideration. Any abandonment of space without obtaining approval through the appeal process could result in the forfeiture of all monies paid for remainder of that semester and disciplinary action.

IV. Damages

- A. **Room Damage:** Residents are responsible for any damage to the assigned room, its furnishings, and as determined applicable doors/windows.
- B. **Common Area Damage:** The cost for repairs resulting from damages to common areas (floor lounges, hallways, kitchens, living rooms, bathrooms, etc.), not assigned to a specific resident may be divided equally among all the residents of the area or hall.
- C. **Repairs:** Students may not make repairs to damages. All repairs must be made by appropriate Housing and Residential Life/Facilities & Services staff. Residents who do repair damages may be billed by Housing and Residential Life despite the quality of the work.
- D. **Property Liability:** The University is not liable for theft, loss or damage to a student's personal property including from, but not limited to fire, flood, wind, power failures, or other naturally occurring/unforeseen situations. Students and their families are encouraged to carry appropriate insurance coverage.

V. Insurance

- A. **University Coverage:** The University carries insurance on the building only and assumes no responsibility for a resident's personal belongings.
- B. **Individual Coverage:** Residents are encouraged to insure their own personal belongings.

VI. Cancellation/Termination of Contract?

Cancellation Policy

- If your application is cancelled **on or before May 31st**, your \$75 confirmation fee **will be refunded to you.**
 - If your application is cancelled **between June 1st and July 31st**, your \$75 confirmation fee **will be forfeited.**
 - If your application is cancelled **on or after August 1st through the date of 60% completion of the current semester**, your \$75 confirmation fee is forfeited, you will be charged a **\$200 early termination fee**, and you will be billed for any days you had occupancy of your room.
 - If your application is cancelled after the **60% completion date**, you will be charged the **entire semester** housing charges.
- A. **Disciplinary Action:** Residents may be required to immediately and permanently vacate as part of University or Departmental disciplinary action. If the contract is cancelled due to disciplinary action, the resident will have their refund determined by campus and Board of Regents refund guidelines.

- B. **Voluntary Termination:** Residents wishing to end their contract before the expiration date should review the guidelines available on the department's website and submit a "Petition for Exemption" form. After the form is reviewed by Housing and Residential Life, a decision will be made regarding the request and the resident will be notified of the decision in writing. Unless a resident receives written notice from Housing and Residential Life that he/she is released from their contract, it will remain intact and valid. The following requests will be considered, but are not guaranteed to be valid for contract termination: Marriage; Caregiver to a Legal Dependent; Commuting from home; Financial Hardship; Academic deficiency; Health condition; Membership in a Greek organization; Falling below minimum credits; Attending the University Center in Sioux Falls; Graduation; Withdrawal or Academic Suspension.
- C. **Involuntary Termination:** The University may terminate the contract for reasons to include, but not limited to the following:
1. Failure to pay housing bill or other charges due the University
 2. False statements made in application for housing
 3. Damage by fire, water, or the elements render the premises unfit for occupancy for a period in excess of thirty days. If alternate University-owned or controlled accommodations are available, the student agrees to relocate as reassigned. If an alternate assignment is not available, the student shall be entitled to a refund as determined by campus and SDBOR guidelines.
- I. **I agree to the policies stated in this Contract and the [Residential Life Online Handbook](#).**
- II. **I understand failure to abide by any of the above standards may result in cancellation of this contract and/or disciplinary action.**

South Dakota State University

Addendum to Housing and Residential Living Agreement 2020-2021

OCCUPANCY, RELEASE, WAIVER and INDEMINITY AGREEMENT

South Dakota State University (SDSU) has adjusted its residential facility operations due to National and State guidance regarding the COVID-19 Pandemic (hereafter, "Pandemic"). This document is an Addendum to the SDSU Housing and Residential Living Agreement which you signed during the housing application process (hereafter, "Agreement"), executed by me, which remains in full force and effect.

I am a SDSU student that has requested to reside in the SDSU Residence Halls during the 2020-2021 academic year. I understand that room charges will be assessed to my account as per the Agreement. I agree as follows:

1. SDSU reserves the right to revoke and end this Addendum in its discretion. I understand that the Agreement permits only me and any roommates the ability to reside in the room and no others. Only enrolled SDSU students will be permitted as guests in the residence halls. The guest policy

will be revisited periodically and any changes to this policy based upon the current pandemic environment will be communicated to residents.

2. I agree to comply with all policies, rules and guidelines of the South Dakota Board of Regents, SDSU, and the Residential Handbook, as well as the requests of Housing and Residential Life personnel.
3. SDSU reserves the right to make changes in room assignments as necessary due to the Pandemic.
4. I am required to maintain the housing eligibility criteria in order to live on-campus.
5. *Assumption of Risk: I acknowledge that by residing in the SDSU Residence Halls during the Pandemic, I may likely be exposed to risks that may result in my illness, personal injury or death and I understand and I accept all risk to my health that may result, and that SDSU cannot control these risks and may not be able to provide healthcare. I understand that SDSU is not responsible for any expenses associated with any property or personal injury I may sustain.*
6. **Release: In consideration of SDSU granting my request to permit me to reside in the SDSU Residence Halls during the Pandemic, I release SDSU, and the South Dakota Board of Regents, and the State of South Dakota, their officers, employees, and representatives (hereafter, "Indemnitees") from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of property, illness or injury to me, including death, arising out of, resulting from, occurring during or in any way connected with or caused by negligence or gross negligence of Indemnitees that may be sustained by me as a result of residing in the SDSU Residence Halls during the Pandemic or while on premises owned or leased by SDSU.**

7. **Indemnity, Hold Harmless, and Waiver: I agree to indemnify and hold harmless from liability, waive and covenant not to sue Indemnitees for the injury or death of any person(s) and damage to property that may result from my negligent, grossly negligent, or intentional act or omission while residing in the SDSU Residence Halls during the Pandemic. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of South Dakota without regard to any principles of conflicts of law.**

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 THE SDSU RESIDENCE HALLS DURING THE PANDEMIC AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED.

I hereby affirm by my signature that I have read this Addendum to Housing and Residential Living Agreement 2020-2021, Occupancy, Release, Waiver and Indemnity and understand and agree to all of its provisions.