MESALANDS COLLEGE

HOUSING PACKET

- 1.) AGREEMENT
- 2.) CAMPUS SAFETY
- 3.) DAMAGES, CLEANING FEES
- 4.) BACKGROUND RELEASE

ALL MUST BE SIGNED BEFORE RELEASED TO MOVE IN.

MESALANDS COLLEGE HOUSING AGREEMENT 911 S. Tenth Street Tucumcari, New Mexico 88401 (575) 461-4413



TERMS OF AGREEMENT:

- 1. Housing Provided: Under this Housing License Agreement (this "Agreement"), the Student must be: (1) enrolled and attending Mesalands College, (2) registered for a minimum of 12 credit hours In good-standing, (3) be 17 years of age or older at the date of move-in, (4) does not owe the College any prior balance, In order to reside at the designated Mesalands College Housing Facility. The Student acknowledges that Mesalands College may order a criminal record and/or background check on the Student and Mesalands College may make student housing decisions based on the results of such record or check. Mesalands College will make available to the Student herein, for customary and lawful residential purposes, in common with other students (if any) assigned to the same facilities, one space in a room, to be designated by Mesalands College on/before the beginning date of the Term specified in Paragraph 2 (the "Unit"), in the housing complex. (the "Complex")
- 2.Term: Provided the Student is not In default under this Agreement, the Student will be entitled to occupy the Unit assigned by Mesalands College during the period specified under DATES OF OCCUPANCY on the last page of this Agreement, covering a minimum of one (1) Semester at Mesalands College, (together with the day before the semester begins and the day following the last day of class, the "Term"), subject to the possibility of early termination as provided herein. Notwithstanding the foregoing, Mesalands College shall have the right, at its option and sole discretion, to refuse the renewal of any housing license agreement.
- **3.Occupancy Charge**: The Student will pay to Mesalands College, without notice, setoff, or deduction, an Occupancy Charge per semester under this Agreement as set forth below. The Occupancy Charge is subject to increase on August 1 of every year. The calendar year in which the semester terms fall and start/end dates are set forth on the last page hereof.



The Student **agrees** to pay the **above** charge for the full *Term of this Agreement* prior to the beginning of each academic semester, or as scheduled In his or her Student Financial Plan. The Student is responsible for compliance with this Agreement upon occupancy of the Unit or upon the start date set forth on the last **page** of this Agreement, whichever comes first. The Student agrees to pay additional Occupancy Charges for a single bedroom if one is available. The Occupancy Charge is exclusive of telephone, and cable or other special fees, rentals or tuition that may be due. The Occupancy Charge is exclusive of accommodations that may be provided during official school breaks or when facilities close during official school breaks for maintenance, cleaning, and other administrative purposes.

4.) License Deposit: At or before the signing of this Agreement by the Student, he or she also will pay the total sum of \$200 as a License Deposit (the "Deposit"), which may be refundable pursuant to the terms of this Paragraph 4. The Deposit will be placed in an account designated by Mesalands College and may be co-mingled with Mesalands College's other funds. The purpose of the Deposit is to secure:

Payment of the Occupancy Charge under Paragraph 3 above, (b) payment a. of any amount properly assessed by Mesalands College for damage under Paragraph 7, and/or (c) the faithful performance of all the other obligations of the Student under this Agreement. If the Student (i) fails to take occupancy when scheduled under this Agreement, or (ii) fails to pay the initial portion of the Occupancy Charge when due under Paragraph 3, or (iii) otherwise is subject to a License Break Fee as set forth in Paragraph 5 below, Mesalands College will be entitled to retain the entire Deposit (plus all amounts previously payable as the Occupancy Charge under Paragraph 3 of this Agreement), as liquidated damages to cover administrative costs associated with securing and preparing the Unit for occupancy. If and when damage claims are properly assessed against the Student under Paragraph 7, or the Student fails to pay any other amount to Mesalands College when due under provisions of this Agreement, Mesalands College may deduct that amount from the Deposit and, in the event that the Student is remaining in housing, the Student will be obligated immediately to restore the Deposit in full to \$200. Within sixty (60) days after the last day of the Student's occupancy under this Agreement, Mesalands College will refund the balance of the Deposit to the Student, less any portion properly retained by Mesalands College to pay or to provide for the payment of obligations of the Student under this Agreement or the Student's general school account.

b.) License Break Fee: THE STUDENT IS RESPONSIBLE FOR THE PAYMENT OF A <u>LICENSE BREAK FEE</u> IN AN AMOUNT EQUAL TO THE REMAINDER OF THE CURRENT SEMESTER IF THE STUDENT'S OCCUPANCY IN HOUSING IS TERMINATED FOR ANY OF THE FOLLOWING REASONS: (a) the Student voluntarily withdraws from Mesalands College or from housing; (b) a failure of the Student to pay when due any amount to be paid by him or her under this Agreement or under the Student's enrollment agreement with Mesalands College; (c) a violation by the Student of any obligation of the Student under this Agreement, including the Rules and Regulations referred to in Paragraph 10 below, (d) unacceptable results, in Mesalands College's sole judgment, of a criminal record and/or background check on the Student; or (e) the termination of the status of the Student as a currently enrolled student in good standing at Mesalands College, for any reason. THE STUDENT ACKNOWLEDGES THAT THE LICENSE BREAK FEE REPRESENTS LIQUIDATED DAMAGES THAT WILL BE SUFFERED BY MESALANDS COLLEGE DUE TO THE EARLY TERMINATION OF THIS AGREEMENT AND SUCH DAMAGES ARE DIFFICULT TO ASCERTAIN. THE LICENSE BREAK FEE ASSESSED HEREUNDER SHALL NOT REDUCE THE STUDENT'S LIABILITY FOR DAMAGES CAUSED TO THE UNIT OR PERSONAL PROPERTY THEREIN. PAYMENT OF THE LICENSE BREAK FEE SHALL NOT AFFECT THE STUDENT'S LIABILITY TO PAY ANY OTHER CHARGES, BILLS OR COSTS INCURRED DURING THE OCCUPANCY OR AS A RESULT OF ANY EARLY TERMINATION, ANY AMOUNTS STILL OWED BY THE STUDENT HEREUNDER SHALL BE PAID WITHIN SIXTY (60) DAYS AFTER TERMINATION OF THIS AGREEMENT.

c.) Occupancy Charge Refund Policy: NO PORTION OF THE OCCUPANCY CHARGE PROVIDED UNDER THIS AGREEMENT WILL BE WAIVED OR REFUNDABLE FOR ANY REASON AFTER IT HAS BEEN PAID OR HAS BECOME PAYABLE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT PROVIDED IN THIS PARAGRAPH.

ANY PREPAID AND UNUSED AMOUNT OF OCCUPANCY CHARGES IN EXCESS OF ANY LICENSE BREAK FEE AND ANY OTHER FEES OWED BY THE STUDENT TO MESALANDS COMMUNITY COLLEGE PURSUANT TO THIS AGREEMENT WILL BE REFUNDED PER THE PUBLISHED REFUND POLICY OF MESALANDS COLLEGE APPROXIMATELY SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THE TERMINATION (IN ADDITION TO ANY REFUND FROM THE LICENSE DEPOSIT UNDER PARAGRAPH 4 ABOVE TO WHICH THE STUDENT MAY BE ENTITLED).

4.) Responsibility for Damage: The Student shall give Mesalands College prompt notice of any damage to, or dangerous or defective condition at the Unit or the Common Areas (as hereinafter defined). The Student will be responsible for and will promptly pay all costs of repairing any and all damage caused by the Student and/or by his or her guests at any time and for any reason, In or to the Unit, the Common Areas or to any other portion of the Complex or to any furniture or personal property of Mesalands College or the owner of the Complex, whether rented or owned, and for replacing any missing/damaged Items, regardless of whether or not any willful misconduct or negligence can be shown. Mesalands College may deduct such cost amounts from the Deposit, or may require all or any portion of them to be paid separately by the Student, at the discretion of Mesalands College. Should a particular unit, common area, personal property within the Complex, or any other portion of the Complex become damaged and the persons

- 5.) responsible for such damage is not readily apparent, the Student(s), guest, or other licensee using the damaged property in question or area(s) directly adjacent thereto shall be jointly and severally liable for the full extent of such damages.
 - 6.) Early Termination by Mesalands College: Mesalands College will have the right at its option (and in addition to other available remedies) to terminate this Agreement, and/or to terminate or to suspend any of the rights and privileges of the Student under It and/or to require the Student to vacate the Unit at any time, with or without notice, under any of the following circumstances (see also Paragraph 23 below): a.) a failure of the Student to pay when due any amount to be paid by him or her under this Agreement or under the Student's enrollment agreement with Mesalands College; b.) a violation by the Student of any obligation of the Student under this Agreement, including the Rules and Regulations referred to in Paragraph 10 below, c.) unacceptable results, in Mesalands College's sole judgment, of a criminal record and/or background check on the Student; d.) the termination of the status of the Student as a currently enrolled student in good standing at Mesalands College, for any reason and/or e.) the Unit or facility has been determined by Mesalands College, in its sole discretion, to no longer be available for occupancy.
 - 7.) Rights Personal to the Student: The license granted by this Agreement Is personal to the Student and therefore, not assignable to any other person, nor may the Student sublicense, encumber or otherwise transfer any of his or her rights or privileges under this Agreement at any time, or allow any other person to occupy the Unit besides guests pursuant to the Rules and Regulations.
- 8.) Rules and Regulations: The Student agrees to comply at all times with all of the "Rules and Regulations" established by Mesalands College for the Stampede Village facility (incorporated by reference in this Agreement), as those Rules and Regulations may be amended and/or supplemented from time to time by Mesalands College or as well as any other housing policies provided to the Student. The Student also agrees to cause all of his or her guests to comply with the Rules and Regulations and other housing policies. The Rules and Regulations are published to provide students with general notice of proscribed conduct; they should be read broadly and are not designed to define misconduct in exhaustive terms. Any failure of the Student or of his or her guest(s) to comply with the Rules and Regulations or other housing policies (or reasonable request of any Mesalands College official(s)) will constitute a material default of the Student under this Agreement and the Student may be subject to disciplinary action and/or termination of the Student's rights under this Agreement. Mesalands College will not be liable to the Student for a violation of the Rules and Regulations or other housing policies by any other student or by any other person.
- **9.)** Personal Property of the Student: Mesalands College will not in any event or at any time be responsible for any damage to personal property of the Student or of any other person by reason of fire or other casualty, or for any damage or theft or other loss of such personal property. Mesalands College strongly recommends that the Student maintain fire, casualty, theft and personal loss insurance covering his or her personal property. Mesalands College will not hold belongings left

- **10.)** behind by the Student after he or she moves out for any length of time and reserves the right to discard them or donate them to charity without notification If alternate arrangements have not been agreed upon in writing.
- **11.)** Parking: The Student will be permitted to use. In common with others, the parking spaces for the facility if provide. However, the Student understands that those parking spaces are limited and that there is no guarantee of the availability of any parking space for the use of the Student at any time. Any use of a parking space by the Student or any other person is at his or her own risk; Mesalands College undertakes no responsibility for the safety or safekeeping of any motor vehicle or Its contents at any time. Mesalands College strongly recommends that the Student maintain proper automotive Insurance covering theft vandalism or damage of any kind. All students and guests must have Mesalands College parking permits where applicable. Unauthorized vehicles will be towed without notification at the vehicle owner's expense. The Student, his/her visitors, invitees and guests shall not wash, clean, polish, or repair any motor vehicle in the parking area provided hereunder. Disabled or commercial vehicles may not be stored in the parking area provided hereunder, and Mesalands College reserves the right to tow them without notification at the vehicle owner's expense. Trailers may not be parked/stored in the parking area.
- 12.) Common Area: The Student will be entitled to the right of access to and the use of any designated Common Areas (Including the courtyard) of the Housing facility as provided by Its owner for the use of ail licensees, in common with others, while the Student remains a licensee under this Agreement and is not In violation of the Rules and Regulations of this Agreement. The following areas are typically designated Common Areas: stairwells, laundry room, exterior corridors, and main hallways. The Residence Life staff reserves the right to impose conditions on the use of the Common Areas and the Student shall be held responsible for any damage caused to the Common Area by the Student and/or the Student's guests.
- 13.) Utilities: All of the following utilities for the Unit will be provided and paid for by Mesalands College: Water, sewer, electricity, internet. However, only reasonable, ordinary, and customary usage by the Student Is permitted. Mesalands College reserves the right to charge additional amounts to the Student(s) assigned to any Unit jointly and severally) and the Student agrees to pay or reimburse Mesalands Community College within thirty (30) days of receipt of Mesalands College's written Invoice, the amounts by which the costs of any one or more of those utility services used in connection with the Unit during any billing period exceed by more than ten percent (10%) the average usage of that utility by the other units in the facility. Mesalands Community College will not be responsible for any interruption in services caused by strike, labor trouble, national emergency, repairs, or any other cause beyond Mesalands College's reasonable control. Internet connection speed and type may vary, and the College will not be responsible for temporary or Intermittent loss of connectivity. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

14.) Maintenance of Unit by Student: The Student will be jointly and severally responsible with any other student occupying the Unit fer maintaining the Unit (including all of the equipment, floor coverings, electrical fixtures, plumbing fixtures, furniture and furnishings supplied by the owner of the residence

facility or Mesalands College) In their original safe, clean and good condition and in proper repair, throughout the Term of this Agreement, reasonable wear and tear excepted.

15.) Access without notice to the Unit by designated maintenance personnel is permitted as needed 24 hours a day. If the Student vacates the Unit for any reason during the Term of this Agreement, the Student will remain responsible for any damage or failure to maintain occurring up to the time that the Student has arranged for a Mesalands College representative to complete a thorough inspection of the Unit. Mesalands College will inspect the Unit promptly upon the receipt of any such request. Students who do not maintain Units in acceptable hygienic condition, in the sole judgment of Mesalands College, will incur all costs of cleaning services and may be subject to disciplinary action.

16.)Access and Inspection: Mesalands College reserves the right for its employees and agents, or the owner of the Housing facility to access and inspect any Unit at any time and without notice as needed (24 hours per day, 7 days per week) for any health, safety, or security reasons or to ensure compliance of the Rules and Regulations, or to inspect or perform maintenance work. Mesalands College also reserves the rights for its employees or agents to enter the Unit at any other time if and when the Mesalands College Housing staff or any other representative of Mesalands College reasonably and in good faith believes that such entry is necessary (1) to deal with an emergency affecting the safety of the Unit or of any person, (2) to enforce the provisions of this Agreement (Including the Rules and Regulations) er (3) fer any reasonable purpose.

17.) Relocation of Students: Mesalands College will have the right, at its option and sole discretion, to relocate the Student to a different Unit, either in the same Complex or to another facility as determined by Mesalands College, at any time during the Term of this Agreement, either permanently or temporarily, for any reasonable purpose, including without limitation the following: (a) incompatibility of the Student with any other student assigned to the Unit; (b) vacancies In the Unit and in any other unit in facility; (c) a need to repair or renovate the Unit; and (d) a good faith judgment of Mesalands College that it would be desirable to reassign students for better communication, supervision, or general logistical purposes. If the Student fails to immediately comply with this relocation upon notice from Mesalands College reserves the right to move the Student's belongings without his or her permission and will defer moving charges to the Student's account. Should a problem occur between roommates, the Housing Staff should be notified

promptly in order to resolve the situation in a timely and effective manner. Relocating the Student to another unit will be an option if the Housing Staff deems it necessary.

18.) Additions, Alterations or Improvements: The Student may not make any additions, alterations, or improvements to the Unit without the prior written consent of Mesalands College, which may be denied for any reason in its sole and absolute discretion. Satellite or Cable dishes may not be adhered to the roof or exterior of the building.

- 19.) Energy Consumption: Mesalands College reserves the right to enter a Unit to tum off appliances left in operation when no one is present, to conserve energy. Doors must remain closed in order to prevent air conditioning malfunctions. The Student agrees not to use any appliances, fixtures, or plumbing facilities in the Unit for any purpose other than that for which said items were designed. Any damage resulting from the misuse of such items shall be paid for by the Student.
- **20.) Health Services**: Mesalands College will have no obligation to transport for or provide health services to the Student under this Agreement at any time. Mesalands College strongly recommends that the Student maintain health insurance.
- **21.)** Food Service: No food service of any kind will be provided by Mesalands College to the Student under this Agreement at any time. The Student will be solely responsible for providing his or her own meal arrangements.
- 22.) Vacating during Breaks: In the event the Student intends to vacate the Unit during semester breaks, the Student must inform Mesalands College housing management. Mesalands College will not be responsible for any damage to or theft of the personal property of the Student at any time, Including, without limitation, during any break (see also Paragraph 11).
- 23.) Moving Out of the Unit: Promptly en or before the last day of the Term of this Agreement, the Student will vacate the Unit; provided, however, in the event of an early move-out situation for any reason other than the end of the Term, the Student shall vacate the Unit within 48 hours of notice from the housing officer or such other time period as the housing officer provides to the Student In writing. The Student's failure to vacate as set forth in the preceding sentence shall result in a fee of up to \$100 per day (at the discretion of the Housing Department of Mesalands College) until the Student vacates the Unit. At the time of vacating, the Student shall remove all of his or her personal property from the Complex, leave the Unit in its original condition, reasonable wear and tear excepted, and return all keys to the Housing Department of Mesalands College. The Student shall follow all procedures fer move-out, including, without limitation, any walk-through or check-out process with Mesalands Community staff. The Student will be responsible fer the cost of the repair of any damage to the Unit caused by removal of any of his or her property. The Student expressly waives any and all notice requirements and the previsions of statutes (if any) which otherwise might qualify such obligation.

24.)Removal of Student and/or Possessions: Where the Student does net move out in a timely manner following the termination of this Agreement for any reason, including but not limited to violation of the Rules and Regulations referred to in

Paragraph 10 and/or any other provision of this Agreement, Mesalands College reserves the right to remove the Student and his/her possessions from the occupied Unit and to charge a fee, in Mesalands College's reasonable discretion, for removal of the Student and/or his/her possessions.

- **25.) Mold:** The Student acknowledges that it is necessary for the Student to provide appropriate climate control in the Unit, keep the Unit clean and take other measures to retard and prevent mold and mildew from accumulating in the Unit. The Student agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation in windows, walls and other surfaces as seen as reasonably possible, and shall net block er cover any of the heating, ventilation or air conditioning ducts in the Unit. The Student agrees to immediately report to Mesalands College
- (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any Common Area of the Stampede Village facility; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure er malfunction in the heating, ventilation or air conditioning systems in the Unit; and (iv) any inoperable doors or windows. The Student further agrees that the Student shall be responsible fer damage to the Unit and the Student's property as well as injury to the Student, ether occupants and guests resulting from the Student's failure to comply with the terms of this paragraph.
- **26.) Pests/Bed Bugs:** The Student hereby agrees to immediately report to Mesalands College any sign of pests or pest Infestation in the Unit or the Complex, Including without limitation, bedbugs, and agrees to fully cooperate with and follow instructions of Mesalands College, its employees and agents, or the owner of the facility or its employees and agents, to fumigate or otherwise clean the Unit, furnishings and/or the Student's personal property. Failure to the Student to fully and immediately cooperate with such instructions shall be a violation of this Agreement and cause for termination under Paragraph 8 above.
- **27.)** Damage or Destruction: In the event of damage by fire or other casualty that renders the Unit unusable for the purposes intended herein, this Agreement will continue unless terminated as provided herein. Mesalands College may elect to terminate this Agreement by notifying Student within thirty (30) days after the date of the damage, and this Agreement will terminate on the date set forth in such notice. If the Unit is completely unusable because of a casualty and It is not reported in thirty (30) days, this Agreement shall terminate. In the event of such termination, the Deposit and the pro-rated portion of the Occupancy Charges representing the remaining portion of the Term of this Agreement shall be returned to Student.

- 28.) Limitation of Liability: The Student unconditionally releases Mesalands Community College, agents, employees, and trustees of Mesalands College from liability for any injury to Student or guests of Student, or for any other damage or loss (by theft or otherwise), whether or not caused by Mesalands College or Mesalands College's agents, employees, and trustees. The Student accepts full responsibility for any and all such injuries.
- 29.) Indemnity; Waiver of Jury Trial: The Student agrees to indemnify Mesalands College and Mesalands Colleges agents, trustees, employees and to hold them harmless from, any and all losses, claims, costs, Injuries, and damages of any kind (including, without limitation, attorneys' fees and court costs) arising out of or resulting from any act or omission of the Student or of any representative, agent, licensee or guest of the Student or any default by the Student under this Agreement. The Student shall be liable for attorneys' fees and costs should it become necessary for Mesalands Community College to enforce any term or condition herein, and the

Student hereby waives trial by jury in any proceeding between the parties for whatever cause.

- **30.) No Landlord Tenant Relationship:** THE STUDENT ACKNOWLEDGES THAT THIS AGREEMENT IS INTENDED TO CREATE A LICENSE TO USE THE UNIT ONLY AND NOT TO CREATE A LANDLORD AND TENANT RELATIONSHIP. STUDENT HEREBY ACKNOWLEDGES THAT IT SHALL NOT POSSESS ANY RIGHTS AS A TENANT HEREUNDER AND HEREBY WAIVES ANY RIGHTS OF A TENANT UNDER THE LANDLORD/TENANT LAWS OF THE STATE WHERE
- **31.)** THE COMPLEX IS LOCATED AND WAIVES ANY AND ALL NOTICES WHICH WOULD OTHERWISE BE REQUIRED FOR A LANDLORD TO GIVE TO A TENANT TO TERMINATE ANY SUCH TENANCY. The sole right of the Student to use his/her assigned Unit shall be based upon the license granted In this Agreement.
- **32.) No Waivers by Mesalands College:** If Mesalands College fails to enforce any term or condition of this Agreement, said failure shall not be a waiver of any of Mesalands College's rights hereunder or at law or in equity.
- **33.)Partial Invalidity**: A determination that any provision of this Agreement is void, voidable or unenforceable for any reason shall not affect the validity or operation of the remainder of this Agreement. When the terms of his Agreement are Inconsistent with applicable law, and where applicable law controls, this Agreement shall be deemed to be amended to comply with applicable law.
- **34.)** Survival: The Student's obligations and liabilities under this Agreement shall survive the termination or expiration of this Agreement.
- **35.)** Subordination: This Agreement and all rights of Student hereunder are subject and subordinate to the terms and conditions of any underlying lease and/or mortgage which may now or hereafter affect the Stampede Village facility.

- **36.)** Governing Law: This Agreement is governed by the laws of the State where the Complex is located whether or not this Agreement is actually signed in such state. The Student and his or her parent(s)/guardian(s) agree to submit to the exclusive jurisdiction of the courts of the State where the Complex is located and agree that notice can be given by certified mail or by hand delivery to the Student or parent/guardian when applicable.
- **37.)Entire Agreement:** This Agreement (including the Rules and Regulations referred to in Paragraph 10 and the Student Conduct Policy found in the Student Handbook, which are incorporated herein by reference), constitutes the entire agreement between the parties hereto with respect to the subject matter and

supersedes and all prior and contemporaneous agreements, whether oral or written. There Is no other representation, understanding, promise or agreement between them except those set forth above or referenced herein.

- **38.)** No modification or amendment to this Agreement will be effective unless it Is in writing and is signed by all parties. Notwithstanding the foregoing, any amendments to the Rules and Regulations do not need to be signed by Mesalands College or the Student In order to be effective. Such amendments need only be posted by Mesalands College for posting notices or delivered to the Student by U.S. or electronic mall, and the Student hereby agrees to abide by any such amendments to the Rules and Regulations.
- **39.) Headings:** The headings contained in this Agreement are inserted solely for reference and shall not constitute a part of this Agreement nor affect its meaning construction or effect.

RULES AND REGULATIONS

All students residing at the Housing facility and their guests must strictly observe and shall be bound by the following Rules and Regulations, as well as the Student Code of Conduct Policy in the Student Handbook. These Rules and Regulations are subject to change by Mesalands College at any time.

- **A.)** Alcohol: Alcohol containers and/or the use, possession, or being under the influence of alcoholic beverages is prohibited in and around any Housing facility. Knowingly being In the presence of others violating this rule is also prohibited.
- B.) Common Areas: The public halls and stairways of the Stampede Village buildings shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Stampede Village facility, and fire escapes shall not be obstructed in any way. No article shall be placed on the staircase or on the staircase landings, or fire escapes, nor shall anything be hung or shaken from the doors. Residents may store bicycles. skateboards and roller blades in their Units. Bicycles may not be locked, chained or fastened in any manner to banisters or guardrails within stairwells. Skateboarding or rollerblading on the Complex property is prohibited.

- C.) Common Courtesies: Residents must treat roommates and the resident staff with courtesy and respect. Courtesy hours are 24 hours a day.
 - D.) Drugs, Narcotics and Drug Paraphernalia: Use, possessing or being under the influence of marijuana or any narcotic stimulant, or hallucinogenic drug in violation of state and federal law is prohibited in and around all Stampede Village facilities. Drug paraphernalia of any kind Is prohibited. No exception will be made for the use of medical marijuana, regardless of whether the Resident has a medical marijuana registry card. Knowingly being in the presence of others violating this rule is also prohibited.
 - E.) Explosives/weapons: Weapons are not permitted. Objects with potential to cause bodily harm to residents are not allowed in the units or facility. Such objects Include, but are not limited to: fireworks, explosives. BB/pellet guns, shotguns, stun guns, knives, bows and arrows, water guns, paint ball guns, various martial art

weapons, decorative weapons and objects deemed threatening in nature by the Mesalands College staff.

- F.) Fire Evacuation: Residents must evacuate the building each time there is a fire alarm. Fire exit routes are clearly marked. Failure to comply with evacuation procedures will result in possible termination of the Housing License and removal from Stampede Village and/or a fine from the Fire Department under City Ordinance.
- **G.) Fire Hazards:** Candles, potpourri burners, incense and similar items are not allowed in Stampede Village.
- H.) Fire Safety Equipment/Security Systems: Residents may not in any way alter or tamper with existing locks. security systems, procedures or fire safety equipment. Smoke alarms and fire extinguishers are. provided in each unit. Tampering with fire extinguishers and fire alarms Is prohibited and will result In a fine levied against the Student of \$50 and is cause for immediate termination of the Housing License. Disengaging smoke detectors Is prohibited. Residents may not install additional locks In the Unit. Residents may not prop open any exterior doors.
- I.) Furniture: Furniture must remain In the Unit for which it is provided and must remain in its original form. Intact, and not taken apart. It may not be moved from one Unit to another or placed outside of the Unit or Stampede Village building for any reason. Damage or replacement requests regarding furniture should be made to the Student Affairs Department.
- J.) Guests: A guest is defined as anyone who is not a resident of that specific Unit. All guests must be at least 18 years of age. Guest visiting hours are: noon until midnight on weeknights and noon until 2:00 am on Friday and Saturday nights. Residents shall be responsible and liable for the conduct of their guests and must remain with their guest at all times. No guests are permitted in the Unit before or after these hours under any circumstances. In the event a resident is found to have violated the terms of this paragraph, the resident may face disciplinary action up to and Including termination of the Housing License and removal from Stampede Village and/or a fine of \$100 per day for each day the infraction occurs. The Student Affairs Department reserves the right to deny visiting privileges to anyone at any time, and any guest may be removed from Stampede Village by Mesalands College.

K.) Inspections: Staff from Mesalands College will conduct apartment inspections during the semester to determine the general condition of the Unit and its furniture. Residents may face disciplinary action if the Unit continues to be in poor condition after receiving a warning from the Student Affairs Department. Each resident is responsible for keeping the Unit clean and well maintained. Residents will be charged to have the Unit professionally cleaned, if needed.

L.) Internet Usage: The Resident shall use the internet in compliance with the Student Conduct Policy, which, among other things, prohibits the unauthorized downloading of copyrighted material in violation of any applicable laws. Any Resident who fails to comply shall be subject to the following: (I) termination of Internet access in student housing, (ii) liability for expenses incurred by Mesalands College in litigation concerning such non-compliance by the Resident, and/or (iii) probation or expulsion pursuant to the terms of the Student Conduct Policy.

M. Keys/Access Cards: Each resident Is provided with keys for his or her Unit, exterior doors, and a mailbox key. Photo ID cards must be carried for entrance into all Housing buildings for identification and registration of guests to your Unit. Lost or stolen or broken keys should be reported immediately to the Student Affairs. Residents may not give their keys to anyone at any time or for any reason. If a Resident becomes locked out of his or her Unit, the staff will admit them to the Unit. There will be a charge for this service. Repeated incidents of residents locking themselves out of their Unit will result in a charge and/or disciplinary action.

N. Mall: U.S. mall is delivered to a central mailbox located in the facility. Tampering with another student's mail is a federal offense, and could result In criminal charges, as well as termination of the Housing License and removal from Housing. Campus mall is delivered to residents at their assigned apartments by housing staff. Students are responsible for any and all letters or notices he/she receives from the college in this manner. Furthermore, tampering and opening another resident's campus mail is a violation of housing policy and will result in disciplinary sanctions.

0. **Maintenance:** The Resident shall keep the Unit In a good state of preservation and cleanliness. The Resident(s) are severally and jointly responsible for the dally care of the Unit. Residents are responsible to complete and return to the Student Affairs Department the Room Inspection Form within seven days of move-in or after each room switch is completed. Unreported maintenance items could potentially lead to serious property damage. In cases of maintenance emergencies, contact the Housing Staff immediately. In all cases, resident could be financially responsible for the repair of such damages. The Housing Services/Maintenance Staff will inspect Units on a regular basis. Painting, wall papering or other similar decorating are not permitted in the Units. Nails and tape are not to be used on the walls. Beds must be kept on the bed frames and not elevated by any unsafe means. Furniture must remain intact and should not be removed from the Unit for any reason. All garbage and trash should be removed promptly and deposited in the waste dumpster provided. Absolutely NO modification can be done to the Unit, furniture or the facility without the prior written consent of Mesalands College which may be denied for any reason in its sole and absolute discretion. Any defacement of property will be immediately assessed and charged to the Student's account. In addition, students who vandalize, damage and/or misuse property in any way will be subject to disciplinary action.

- P.) Mandatory Orientation: Mesalands College will conduct a mandatory orientation for all new residents during the first week of occupancy. Residents who do not attend this session will have their guest privileges revoked until an orientation session Is completed and such residents are still responsible for compliance with the Rules and Regulations.
- **Q.)** Noise and Quiet Hours: No parties are permitted in Stampede Village facilities (unless sponsored by housing). Radios, TV sets and stereos are to be kept at a moderate level. Music and noise inside a Unit must not be heard outside a Unit. Residents may not make or permit disturbing noises in the Stampede Village facility or do or permit anything to be done therein or in a Unit that will interfere with the rights, comforts or conveniences of other residents. The Mesalands College Housing staff or Its representatives may request that students lower the volume of their music, ask guests to leave if causing a disturbance or exceeding the maximum number of guests allowed by the guest policy. Residents who bring musical instruments are expected to use them responsibly and keep them at a level which Is courteous to other students. Security reports issued because of loud musical instruments could result In the banning of the instrument from the facility. Drum sets and amplified music equipment are not allowed. Quiet hours are: 10:00 PM until 10:00 am weekdays; Courtesy hours are 24 hours daily.
- **R.) Occupancy:** Mesalands Housing is a co-educational facility. Each Unit in all Housing facilities will house only males or females; not both. When a Student's behavior is such that no one wishes to room with that individual, the Student will be billed double the amount of the Occupancy Charge.
- S.) Pets and Animals: The Resident may NOT keep pets or animals in the Unit or elsewhere in the facility at any time or allow any animal or pet to visit the Student, except for assistance animals accompanying disabled Individuals, provided such animal has been approved in writing by the Vice President of Student Affairs of Mesalands College or his/her designee. The Student In violation will be subject to disciplinary action and will be charged the cost for extermination services, cleaning and any other restoration required by Mesalands College.
- T.) Psychological and Personal Crisis: Students who are incapable of caring for themselves or are a danger to themselves or others may be removed from Housing at the recommendation of a Mesalands Community College official.
- U.) Right of Entry: Mesalands College reserves the right to enter student's rooms within a Unit for purposes of inspection, improvements, and repairs, to deal with an emergency, to enforce rules and regulations or for any other reasonable purpose. Mesalands College officials may enter and conduct an authorized search of a student's room for the purpose of investigating suspected violations of regulations. Permission to search is NOT required when contraband to be confiscated is in view of the Mesalands College authority or when Mesalands College personnel deem it appropriate to the health, safety, or welfare of a member of the Mesalands College community.

Entry by a Mesalands College representative may occur at any time, with or without notice. Students understand that In **case** of a maintenance emergency, abandonment, suspected breach or violation of law, rules or regulations, or when Mesalands Community College or its representatives deem it appropriate to the health, safety, or welfare of a member of the Mesalands Community College community, the Mesalands Community College Housing Services Staff or its representative may enter the Unit without consent or notice, and may conduct an Inspection of the contents of the Unit, including any student's personal property.

- V.) Roof Areas: Only authorized personnel are permitted on roof areas.
- W.) Room Changes: All room changes must be submitted to the Student Affairs Department for approval and administration. Failure to follow the proper procedure will result in re-location of those students and possible fees and disciplinary action.
- X.) Safety: Students are required to lock and dead bolt their Unit doors. Emergency procedures are located on the back of your Unit door. If a student knows of an emergency in the Unit or building that requires immediate attention, call 9-1-1.
- Y.) Searches: Mesalands College reserves the right for its staff or representatives to search any bag or container brought onto property or into facilities on a random or intermittent basis. Any items violating Mesalands College policies will be confiscated and residents will face disciplinary action which includes, but is not limited to, termination from housing. In addition, incident reports will document all searches.

A1.) Sexual Harassment & Sexual Assault: Sexual harassment (unwelcome sexual comments, actions and attitudes) and sexual assault are not tolerated. Please see the campus safety booklet for fall details.

A2.) Smoking: Smoking is NOT permitted within the Units, the Common Areas, or anywhere else in the Complex. Knowingly being in the presence of others violating this rule is also prohibited.

A3.) Student Conduct: Verbal abuse, foul language, insults, physical or psychological intimidation to other students or staff will not be tolerated and may lead to termination from Mesalands College and/or termination of the Housing License and removal from Housing. Violation of any local ordinances, state or federal statutes or criminal acts may be grounds for immediate termination. Students must comply with all present and future city, county, state and federal laws and regulations, Including without limitation, fire and natural disaster

A4.) Unused Space in Unit: Any unused or unassigned space in a Unit shall remain vacant and empty. Any storage in or use of such space by a Student in the Unit shall subject such Student to fees in the event Mesalands College is delayed In filling such unused or unassigned space with another student due to a Student's wrongful storage in or use of such space.

A5.) Use of Unit: The Unit is intended for residential use by the resident student(s) assigned to it by Mesalands College. The Unit may not be used by any other persons or for any other purpose, including commercial ventures and solicitation. The use of

the Unit by any unassigned person without the permission of Mesalands College is prohibited.

A6.) Window and Balcony Safety:

Windows: For the safety of students and guests, care should be exercised on or around windows in the Units and elsewhere in the building. Students and guests are prohibited from leaning against and/or climbing out of any windows. Residents and guests should NOT sit on the window ledge or on furniture propped up against any window. Residents and guests are not allowed to hang or throw anything out the windows. Students in violation of this policy will be subject to disciplinary action up to and Including termination of the Housing License and removal from Stampede Village and/or suspension from Mesalands College.

Balconies: (If applicable) For the safety of students and guests, care should be exercised on or around balconies in the Units and elsewhere in the building. Students and guests are not allowed to climb onto, lean on or jump from balcony railings. Students and guests are not allowed to throw anything off any balcony. Roughhousing on balconies in the Units and elsewhere in the building is strictly prohibited. No Unit furniture or furniture that sits above the railing is permitted on the balconies. Damage charges will be assessed for graffiti written on the walls, railings or deck of the balcony. Draping or shaking towels or clothing over any balcony is prohibited. Grilling, barbequing or other cooking on balconies ls prohibited. Bikes are permitted on the balconies propped against the wall only. Students in violation of this policy will be subject to disciplinary action up to and including termination of the Housing License and/or suspension from Mesalands College.

A7.) Discipline Procedure:

All students are to comply with the reasonable requests of any Mesalands College official seeking to enforce the Rules and Regulations of the Complex and the Policies and Procedures of Mesalands College. At the discretion of the Vice President of Student Affairs of Mesalands Community College or his/her designee, all students assigned to a Unit may be disciplined, placed on probation or otherwise be held responsible for any violation of the Housing License Agreement (Including these Rules and Regulations) or for refusing to comply with any reasonable request from a Mesalands College official. Disciplinary action may entail: a warning, a probation notice, forfeiture of the License Deposit, termination of the Housing License

Agreement and removal from Housing, termination from Mesalands College, referral for legal action and/or any such other action as Mesalands College deems appropriate.

Mesalands College officials may, at their sole discretion, elect not to Issue a written warning or a probation notice. A student removed from Housing is not allowed back on the premises for any reason. If such student returns for any reason they will be arrested for trespassing and may be subject to termination from Mesalands College. In addition to the removal from housing, a student will be liable to Mesalands College for all costs pertaining to the penalties for breaking this Agreement. A breach of the Rules and Regulations does entitle Mesalands College to immediately terminate the Housing License Agreement and remove a student from Housing and may lead to termination from Mesalands College.

If in the judgment of any Mesalands College official a student is in clear and present danger to himself, others or property he/she will be subject to immediate removal from Stampede Village and may lead to termination from Mesalands College. Depending on the nature of the Infractions, students who violate the Rules and Regulations may be subjected to further disciplinary action from Mesalands College up to and including termination. Students have the right to appeal a removal from Housing as per established student conduct guidelines.

I HAVE READ AND UNDERSTAND THE MESALANDS COLLEGE HOUSING LICENSE AGREEMENT AND THE RULES AND REGULATIONS FOR LIVING IN THE COMPLEX. I AGREE TO ADHERE TO THEM AND UNDERSTAND THE PENALTIES FOR VIOLATIONS.

MESALANDS COLLEGE WILL HAVE THE RIGHT, AT ITS OPTION AND SOLE DISCRETION, TO: REFUSE THE RENEWAL OF ANY AGREEMENT. THIS STUDENT HOUSING LICENSE AGREEMENT is entered into between MESALANDS COLLEGE and the Student. If Student is a minor, the undersigned parent(s) or guardian(s) of the Student, jointly and severally, intend to be legally bound.

FALL TERM BEGIN DATE	
SPRING TERM BEGIN DATE	
SUMMER TERM I BEGIN	
SUMMER II TERM BEGIN	
SUMMER III TERM BEGIN	

FALL TERM END DATE
SPRING TERM END DATE
SUMMER I END
SUMMER II END
SUMMER III END

STUDENT ID #:	PHONE:	
STUDENT NAME PRINTED:		
STUDENT SIGNATURE:	DATE:	

Joinder of Parents or Guardians of Minor. If the Student identified in this Agreement is a minor on the date of the Agreement, the undersigned parent(s) or guardian(s) of the Student have executed this joinder as an inducement to Mesalands College to accept this Agreement. The parent(s) or guardian(s) ratify the Agreement on behalf of the Student and themselves, and unconditionally guarantee the full and prompt performance by the Student of all of his or her obligations under it, and waive any and all rights which he/she/they or the Student otherwise might have or assert or which would be inconsistent with this Contract. Such parent(s) expressly waives any right or claim against Mesalands College

and Mesalands College's agents, trustees, employees and the owner of the Stampede Village facilities, as well as any defense parent(s) may advance, on account of the Student being a minor, if applicable.

EMERGENCY CONTACT INFORMATION

Emergency Contact Name:		
Relationship to Student:		
Address:		
City/Zip:		
Phone:		
Email:		
Special Instructions:		



Alcohol and Violence in College

- Each year, more than 600,000 students between the ages of 18 and 24 are assaulted by another student who has been drinking.
- 95% of all violent crime on college campuses involves the use of alcohol by the assailant, victim or both.
- 90% of acquaintance rape and sexual assault on college campuses involves the use of alcohol by the assailant, victim or both.

www.ncadd.org

Campus Safety Tips

For many students, college is their first real taste of unsupervised living; being away from parents and surrounded by new friends often feels empowering and exciting. While this combination creates an amazing experience for most people, it can unfortunately put young adults in high risk situations to which they have never been exposed. While there is no need to encourage everyone to be scared of having fun, it is important to follow precautions and be smart about who you hang out with, where you gather and how you party. In addition, being prepared and having a plan of action for when problems do arrive can often mean the difference between a close call and a damaging event. The following tips for remaining safe while having a good time:

If you see something, say something.

Don't be afraid to ask someone if they are doing okay, or get help if someone looks like they are in trouble. Many incidents can be avoided if someone steps up at the first sign of distress.

Don't accept substances from people you don't know.

While don't do drugs is a great motto, experimentation is very common in college. If you are going to make this choice, you should be aware that powders, pills and liquids can be absolutely anything, in any consideration. This is one of the easiest ways people overdose or end up incapacitated.

Let your friends or family know your plans.

Give your friends and family an idea of where you are going and what time you will be back. That way, they will know to look for you if you don't check in by a certain time.

Watch your drink.

GHB and Rohypnol, the two most popular date rape drugs are odorless, tasteless and colorless, meaning a stranger can easily slip them in your drink. Never leave your drink unattended and never accept a drink from someone you don't know.

Be aware of your surroundings and suspicious people.

Always be alert for people who look out of place, poorly lit areas or sparsely populated locations. If someone looks like they are up to no good, they likely are, and a situation can be easily avoided by detecting it early and removing yourself.

Go with a group, leave with the same group.

There is safety in numbers. Going out with a group is an easy way to make sure everyone has fun and gets home safe.

If you must walk alone at night, consider non-lethal weapons or a safety app. Being prepared for when you do have to walk alone is the best protection against an incident. If you choose to carry pepper spray, a taser, or other non-lethal weapons, be sure to get training on the proper use. If you aren't comfortable with non-lethal weapons, a safety app can automatically alert the police in the event of an emergency. We breakdown our top five safety apps below.

Take a self-dense class.

Self-defense classes teach simple techniques that can mean the difference between being taken and running away. Many schools offer these for free or for credit. You will learn what it feels like to be attacked and how to respond instinctually in a way that will disable your attacker long enough to escape.

What to Do if You're the Victim of a Crime

Unfortunately, no matter how well you prepare, it is impossible to protect yourself against every possible situation. If you are attacked, it is important to know what to do. The following steps will ensure you get help safely and quickly, and the resources will help you recover from the trauma.

If possible, get to a safe place. In the event of an emergency, make sure that you move to a well-lit, populated area before calling for help.

Call 911. As soon as it is safe to do so, call 911 or have someone call 911 for you.

Follow the operator's instructions until help arrives. 911 operators go through hundreds of hours of training to learn how to handle emergency situations. They will instruct you until police or paramedics arrive.

Let emergency services guide you through what to do. Depending on what happened, a number of tests or procedures may be required. The officers or paramedics should walk you through this step-by-step.

Contact a trusted friend or family member as soon as you can. Not only do you need to let someone know what is going on, you should have somewhere to go after all the official procedures are taken care of. Emotional support will be very important.

Take care of yourself and take time to heal. Becoming a victim can be incredibly traumatic. The healing process will take time and attention. There are plenty of free resources available to help you heal.

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Charge Schedule for Losses, Damages, Cleaning and Fees

*Improper Checkout	
Appliance repairs	\$100.00
	\$45.00/hr.
Replace—Refrigerator	\$700.00
Replace—Refrigerator handle	\$40.00
Replace—Stove	\$785.00
Replace—Oven door handle Bed frame replacement	\$40.00
Cabinets: kitchen/bathroom	\$220.00
	\$30-700.00
Cable or Ethernet outlet (broken or missing cover plate)	\$10.00
Cable pulled out or TV adapter missing	\$10.00
Carpet cleaning	\$85.00/room
	-max \$500.00
Chairs (broken back or legs repairable)	\$60.00
Cleaning: per room (charged by the hour w/1 hr. min)	\$50.00
Oven: (charged by the hour w/1 hr. min)	\$65.00
Refrigerator (charged by the hour w/ 1 hr. min.	\$75.00
Closet door (re-hang)	\$40.00
Closet door (replace)	\$100.00
Countertop replacement (badly burnt, cut) \$50.00	to \$1,000.00
Dining table replacement (missing or unreplaceable)	\$440.00
Dining chair replacement	\$130.00
Doors: interior doors (bedroom/storage) replacement	\$600.00
Door frame	\$550.00
Drawer replacement (kitchen) (missing or unrepairable)	\$40-100.00
Dresser replacement (missing or unrepairable)	\$275.00
Fire extinguisher replacement (apt style)	\$100.00
Floor tile cleaning (cleaning by the hours, one hr. minimum)	\$50.00
Holes in wall (small nail and pinholes, charge only a wall paint fee)	\$40.00
Holes 2"-5" in diameter	\$50.00
Holes greater than 2" in diameter	\$150-200.00
Lock replacement—damaged	\$250.00
Keys not returned/Lock change(s)	\$100.00
Lights - ceiling cover replacement	\$35.00
Mattress replacement	\$130.00
Mirror replacement (broken, scratched, missing)	\$65.00
Outlet cover/switch replacement	\$20.00
Paint ceiling	\$150.00
Paint wall (see "Holes in Wall")	\$50.00/wall
Shelf	\$175.00
Shower head replacement	\$25.00
Shower rod replacement	\$20.00
	\$20.00

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Sink replacement (cracked, broken, off wall, discolored)	\$150.00
Smoke detector replacement	\$75.00
Easy Chair	\$270.00
Sofa	\$400.00
Thermostat Remote	\$100.00
Toilet replacement	\$250.00
Toilet seat replacement	\$30.00
Towel rack replacement	\$20.00
Window Replacement	\$500.00
Blinds (Bent slat on blinds-first slat)	\$15.00
Each additional slat	\$5.00
Complete replacement	\$75.00
Turn rod	\$25.00
Screens (rescreen)	\$80.00
Damaged frame	\$100.00
Window lock/ thumb latch	\$15.00

All prices are subject to change / This list is not all inclusive.

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HOUSING BACKGROUND RELEASE

NAME (First, Middle, Last):			
FORMER/MAIDEN NAME(S) (If applicable):	EMAIL:		
CURRENT ADDRESS:	DATE OF RESIDENCY (MM/YY):		
CITY, STATE, ZIP:	PHONE: ()		
PREVIOUS ADDRESS (IF CURRENT IS LESS THAN 7 YEARS):			
CITY, STATE, ZIP:	DATES OF RESIDENCY (MM/YY):		
*APPLICANT'S SOCIAL SECURITY NUMBER:	*DATE OF BIRTH://		
DRIVER'S LICENSE NUMBER AND STATE ISSUED:			
YEAR AND SCHOOL NAME OF MOST RECENT GRADUATION:			
TYPE DEGREE/DIPLOMA RECEIVED:	DATE RECEIVED (MM/YY):		
CITY AND STATE:	NAME AT TIME OF GRADUATION:		

* This information will be used only for background screening purposes and will not be taken Into consideration in any employment decisions.

Authorization of Background Investigation

I have carefully read and by my signature below, I consent to preparation of background reports by a consumer reporting agency and to the release of such background reports to designated representatives and agents, for the purpose of assisting in making a determination as to my eligibility for housing or for other lawful purposes.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer or contract for services.

I hereby authorize law enforcement agencies, learning institutions (including public and private schools and universities), information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and other individuals and sources to furnish any and all information on me that is requested by the reporting agency.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form will be valid for any background reports that may be requested by or on behalf of the college.

APPLICANT'S SIGNATURE

_____ DATE

***To reduce any delays in the process, please provide as much detailed information as possible for each applicable field. ***