



Black Hills State University - Office of Residence Life

Agreement for Room Accommodations - Summer 2024



Students attending summer session for 2024 or registered for Fall 2024 classes at Black Hills State University are eligible for residence hall accommodations. To make a housing request, please complete this form. Return the completed form to BHSU Residence Life. Read the **Terms & Conditions** document and the information on the reverse side of this agreement before signing.

Student Name		Student ID	
BHSU Email			
Permanent Address			
	<small>(Street Address)</small>	<small>(City)</small>	<small>(State) (ZIP)</small>

Date of Birth		Gender		Cell Phone	
University Classification	<input type="checkbox"/> SO <input type="checkbox"/> JR <input type="checkbox"/> SR <input type="checkbox"/> GR <input type="checkbox"/> Transfer <input type="checkbox"/> SDBOR Intern				

Session and Fees: Please refer to “Terms and Conditions” for eligibility requirements, costs, and payments. The cost to live on campus during the summer session is detailed below.

Room Living Preference	<input checked="" type="checkbox"/> Single Bedroom (S)	<input type="checkbox"/> Double Bedroom (D)
May 6 – August 16	\$ 1,971.00	\$ 1,387.00
Roommate Preference		

Refund, Location, and Special Conditions: Summer Housing is in the Yellow Jacket Apartments.

Current students **do not** need to pay a deposit. Their current deposit will carry over.

Refunds* may be obtained via the following conditions:

- Written notice of cancellation, minimum ten (10) days in advance for students who do not check in.
 - April 26, 2024
- Written notice of cancellation, minimum seven (7) days in advance for students who check in.
- Scheduled Checkout with Residence Life Staff for students who check in.
- Successful completion of checkout with Residence Life Staff.

*Students checking out of Housing after 60% of the summer housing session has passed (July 2, 2024), **will not receive a refund.**

Summer Residents will be required to move into their fall assignment as available by August 12, 2024.

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

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Emergency Contact Information: Please provide an emergency contact.

Name		Relation		Phone Number

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

Are you required to register as a sex offender?

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

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

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

Additional Information

Agreement Authority

Agreeing students and parents/legal guardians are reminded that signing this document establishes an agreement relationship with Black Hills State University. It is considered binding once the University has received and approved your agreement. This agreement relationship includes financial obligations for the selected summer sessions or approved summer timeline or the remainder thereof. Students are obligated to know and follow the policies and procedures described in the *BHSU Student Handbook*, and the *BHSU Student Code of Conduct* and *Residential Standards of Living* as they are integral parts of the agreement relationship between the student and the University.

The BHSU Residence Life Web page

To help you become better acquainted with the residence halls, staff, our operating philosophy and the rules and regulations that govern all residential students, please visit our web page. You will find information designed to help you transition successfully to on-campus living on the [BHSU Residence Life Webpage](#).

I have read, understand, and accept the Terms and Conditions of this agreement, including the document entitled **Terms & Conditions (pages 3-7)**. I hereby agreement for assignment of accommodations at Black Hills State University for the time stated in this agreement. I agree to pay the stated fees according to the BHSU fee schedule each semester. Deposit/Refund policies and deadline dates are stated on the back of this agreement (Payment is to be made at the beginning of each session at the Residence Life office).

Student Name (printed)		Date	
Student Signature	<input type="checkbox"/>	By clicking, I verify this is my digital Signature	
Parent/Legal Guardian Signature (if under 18)		Phone	

TERMS AND CONDITIONS

1. **Purpose:** The student agrees to use said premises as a residence and for no other purpose. Students shall conduct themselves to not interfere with the peace and comfort of other students/occupants in the apartment complex.
2. **Eligibility:** Only **current students** are eligible to apply for summer housing. A “Current student” is defined as an applicant actively registered and taking courses at BHSU at the time of application.

Residence Life reserves the right to review past rental history regarding BHSU Summer Housing, which may affect current eligibility. To be eligible for occupancy during the summer months, applicants must be a current student enrolled at BHSU for the summer session or a current student enrolled in courses for the immediate upcoming fall semester. Current students who are working on campus during the summer session or have an internship through an SDBOR institution (including BHSU) are eligible to apply.

Eligible applicants must have positive rental history (if applicable) with BHSU Residence Life, be in good academic standing, and be in good standing with the University Student Code of Conduct.

3. **Assignment Policy:** Upon receipt and approval of this application and deposit, Residence Life will make a “room assignment” for the applicant. A “room assignment” is defined as a space within a double room or single room, depending on the applicant’s preferences referenced in their application and availability. A “space” does not equate to or equal a room. Spaces for residents may be re-assigned at the discretion of Residence Life at any time. Please refer to sections 4-6 for more information regarding changes to assigned spaces. Current students will be given priority versus new students to housing.

Applicants are assigned to room assignments according to their priority date, preferences noted on their housing agreement, and availability of space. Current Students applying for summer housing do not need to submit a deposit. Please refer to section 10 regarding deposits. The official date that this agreement (and deposit where applicable) is received by the university becomes your priority date, whichever is received last. All room assignments are based upon your priority date. Deposit money must be sent in U.S. dollars and drawn from U.S. banks. The Housing Agreement should be submitted immediately. Your preferences are considered and made only as space is available.

4. **Temporary Assignments:** The University may place residents in temporary housing assignments. As permanent accommodations become available, temporarily assigned residents are required to move to permanent accommodations only as offered by the University.
5. **Room/ Suite Changes and Unauthorized Use of Space:** A student may change housing assignments only with written authorization from their Hall Director/Complex Director. Unauthorized room/suite changes or failure to move out of a room/suite when required may result in additional charges and disciplinary actions as determined by the University. If the student uses or occupies space in an unauthorized manner (i.e., taking over additional space(s), using/occupying “the other half of the room”, using/occupying unassigned space(s)), and Residence Life Staff become aware, the student may be retroactively charged, without notice, for the use of that space from the last date it was known by Residence Life staff to be available.
6. **Double-as-Single Room (DAS):** Contingent upon availability, and at the discretion of the Complex Director or designee, residents may request to live in a double-occupancy room. as a single-occupied room, after the consolidation process is completed (See section 7). The summer DAS rate cost is \$1,942.00. The University reserves the right to assign students to single-occupied rooms/suites for unique necessary reasons. DAS rates are based on South Dakota Board of Regents (SDBOR) approved rates.

Residence Life reserves the right to revert any assigned DAS space back into a double space, and assign a resident to that space, at any time. Students who are assigned a DAS which is reverted will have their rent prorated to reflect their charges. Residence Life strives to give a minimum 24 hours’ notice to students of this change in the event a space needs to be reverted to a double-occupancy space. However, 24 hours’ notice is not always possible in all situations, and the student agrees that advanced notice is not required. The student agrees to allow Residence Life Staff to move personal items and belongings to facilitate this change if needed.

7. **Consolidating Vacancies:** The University reserves the right to change housing assignments, to assign roommates/suitemates, and to consolidate vacancies. The University may require a resident to move from a single-occupied, double-occupancy assignment to a double-occupied double-occupancy assignment. Residents who find themselves without a roommate/suitemate have three choices:
 - Elect to agreement for the same accommodations for the remainder of that semester and pay the “Double-as-Single” room rate.
 - Consolidate with another resident of their own choosing; or
 - Consolidate with a roommate/suitemate chosen by the Residence Life staff.

If, after the consolidation process, a resident is in a double space and does not have a roommate, they may opt to continue living in that space as a double. However, the unoccupied space in their room must remain “move-in ready.” This option is only available at the discretion of the Complex/Assistant Complex Director, after they have completed their consolidation process.

“Move-in ready” refers to the state of an unoccupied space being free of all items and personal effects of another resident in that space, such that Residence Life Staff should reasonably not need to touch those items. Final discretion and clarification of whether a space is move-in ready will be determined by the Complex/Assistant Complex Director. Failure to maintain the unused space as move-in ready by any other occupants may result in additional Charges. Please refer to section 5 regarding unauthorized uses of space. At the discretion of the University, residents living alone may be charged at the “Double-as-Single” rate.

8. Cost: The cost to live on campus is as follows:

Summer Session (May 6- Aug 18)	
<u>Single</u>	<u>Double</u>
\$1,971.00	\$1,387.00

BHSU Summer Housing costs are based on South Dakota Board of Regents (SDBOR) approved rates. Totals are an approximate estimate, based on the SDBOR rates (Single - \$186/week, Double - \$127/week), calculated daily, and rounded up to the nearest whole dollar (Single - \$27/day, Double - \$19/day).

Costs will be added to the student’s Student Billing Account the first week of the Summer Housing term. Student will be responsible to pay the amount(s) owed per BHSU policy. Payment(s) can be made through Accounts Receivable (605)-642-6480, or via SDePay within Student SNAP. Payment plans may be available through BHSU Accounts Receivable.

9. Default: It is understood and agreed that if the student fails to comply with any of the terms of this agreement or violates the Student Code of Conduct or the Residential Standards of Living, the University may re-enter and retake possession of the premises three (3) days after written notice to the student is provided. The student will be responsible for any fees or fines that may be assessed during the checkout process. Any unpaid monies owed by the student may be submitted to the student’s BHSU account. The University reserves the right to forward any remaining balance to Collections, per BHSU and SDBOR policy. The student will be responsible for any fees or fines that may be assessed during the collections process. If a student is determined to be in default of their agreement, their security deposit is forfeited.

10. Security Deposit, Deposit Refund, and Agreement Cancellation Policy: Current students living on campus applying for summer housing do not need to pay an additional deposit. Their initial deposit will carry over.

Current students living off campus and SDBOR (non-BHSU) affiliated students will be required to pay a \$100 deposit in conjunction with their summer housing application. All payments can be made in the office of Residence Life (605)642-6464; Woodburn Hall 124, first floor, back by Public Safety. Office Hours are Monday through Friday 8am-5pm.

Eligible security deposit refunds are returned by mail after the end of the agreement period. Student may be eligible for deposit refunds by:

- Student Never Taking Possession of Apartment: If a student decides to cancel before taking control of the space, written notification must be provided to:

BHSU Department of Residence Life
1200 University St
Unit 9100
Spearfish, SD, 57799-9100

- Students may also contact Residence Life by email. To cancel by email, please email BHSU Residence Life (BHSUResidenceLife@BHSU.edu) the following:
 - Subject Line: Summer Housing Cancellation
 - Include your name, student ID, and your intent to cancel Summer housing
 - Please indicate whether you are planning to return to BHSU for the upcoming fall semester
 - Please provide a valid forwarding address

Cancellation does not necessitate the return of a security deposit. Security monies are refundable if notice of agreement cancellation is postmarked and mailed to the Department of Residence Life no later than ten (10) days prior to the beginning of the session (**security monies shall be forfeited by any leasing student who does not adhere to this requirement**).

- Students Leaving before Completion of Agreement: Written notice of cancellation, minimum seven (7) days in advance for students who check in. Please see the section above for guidelines regarding communication.
 - Please be proactive and communicate with staff to coordinate your checkout.
- Student Leaving after Completion of Agreement: Student who have fulfilled the terms of this agreement and have not secured an on-campus room or campus apartment for the upcoming Fall semester will automatically receive a refund of their security monies. Such students do not need to request this refund. Failure to fulfill the terms and conditions of the agreement or return keys will cause forfeiture of the deposit in part or in full.
 - Please be proactive and communicate with staff to coordinate your checkout.

11. Utilities: The University shall furnish water, sewer, central garbage receptacle, electricity, heat, basic cable, and internet service connection through the BHSU network.

12. Check-In and Check-Out: The student has examined the demised premises and all appliances. Appliances provided by the Lessor are in good order, repair, and in a safe, clean, tenable, and usable condition.

The student is considered “checked-in” when they obtain the apartment key(s). When moving into the assigned apartment, the student shall complete, sign, and turn in an apartment Inventory and Condition Form. When vacating the assigned apartment, the student must check out with the Complex Director or their designee. The apartment Inventory and Inspection form and an inspection by an appointed Residence Life staff serves as the basis for checkout charges, if assessed. The student agrees to follow the proper checkout procedures when vacating the premises or relocating within the complex. This includes, but is not limited to, removing personally owned furniture and equipment, removing all waste and debris, and leaving the apartment in the same condition as when the student moves in, reasonable wear and tear excepted.

Student is responsible for any cleaning. Maintenance or repair required to return premises to the same condition as when accepted is accomplished by university appointed personnel and is first taken from security/deposit monies. Any remaining balance is billed to the student’s account.

13. Keys/Access: Apartment key(s) for student(s) and one mailbox key per student will be issued. Loss or failure to return any apartment key(s) will result in a \$75 lock re-coring charge per key. If the mail key is lost, a \$25 charge will be assessed for replacement. All keys issued must be returned to the Complex Director or their designee upon check-out.

Access to the exterior entrance/exits is controlled via electronic access. Faculty/Staff and/or students will utilize their staff/student official university identification card (Buzzcard) to gain entry during the duration of their agreement. Occupants not affiliated with Black Hills State University will be issued a temporary guest Buzzcard for entry. These occupants can contact the Buzzcard office for a long-term guest Buzzcard at their discretion.

14. Student Obligations: The student agrees to, on the expiration of this agreement, quietly yield and surrender the above-described premises to the University in as good a condition and repair as when taken, reasonable wear, tear, and damage by the elements alone excepted. Any damage shall be repaired and cleaned at the cost of the student. Student agrees to indemnify and save harmless the University, its agents, officers, staff, and employees from any claim on any person for injuries to life, person, or property by reason of anything done, permitted to be done or omitted to be done by student in and about the occupations of the premises.

15. Repairs and Maintenance: The student shall contact the Complex Director or their designee to request maintenance Repairs and maintenance shall be provided by the University. The student may also submit a Maintenance Request digitally via the BHSU Residence Life webpage. The student shall replace all light bulbs at their own expense, excluding those which are a part of the University’s owned appliances, or in hallways, laundry, or other common areas, or areas otherwise inaccessible to the student (vaulted ceiling lights, etc.) The student shall make no alterations or improvements. The University is responsible for snow removal and yard work.

16. Entry for Inspection, Repairs, and Alterations: The University shall have the right to enter the leased premises for inspection at all reasonable hours a) for cleanliness and safety; to ensure that health standards are maintained, b) to determine the condition of University property, c) to perform maintenance as required and/or requested, d) to conduct preventative maintenance during break periods, and e) to conduct fire safety inspections of your apartment. Apartments will be entered, and the tenant’s privacy protected in accordance with state law. Should staff observe property or conditions which violates the law or University rules and regulations or Residential Standards of Living, these suspected/observed violations will be removed from the premises as necessary and reported to the appropriate authority. Confiscated items may not be returned. The student grants permission to the University to show the leased premises to rental applicants at reasonable hours within thirty (30) days of the expiration of this agreement. A twenty-four-hour (24) prior notice will be attempted before entry; however, requested maintenance by the occupants will be considered prior notice.

17. Fire Safety Inspections: In accordance with the South Dakota Board of Regents Policy, fire safety inspections of your apartment will occur periodically. Written notice of results once your apartment has been inspected. Such results will include date and time of entry, findings, fire safety violations if any, and the name of staff who conducted the inspection. Staff will be inspecting for open flame devices, including candles and incense (burnt and unburnt), halogen lamps, extension cords, cluttered exits, etc.

18. Safety and Security Walkway: Hallways, stairs, stairwells, sidewalks, and other common areas in and around apartments or building must be kept free of bicycles, toys, rugs, extension cords, garbage, and other objects. Bicycles and other items are not permitted to be stored near or chained to light poles, stairwells, or similar objects. Private fences, clotheslines, play equipment, or swimming pools are not permitted. These items if improperly stored will be removed at the owner's expense.

Sidewalks in-between apartment buildings are designated fire lanes. The student, and their guests are not permitted to drive their vehicles on the sidewalks. BHSU Staff in the execution of their job duties/responsibilities (Facility Services, Residence Life, trash pickup, etc.) are exempt. Students who drive on sidewalks may face a violation of the Residential Standards of Living via a judicial hearing.

19. Signs: The display of signs, posters, and other media items on the outside of the apartment building, doors, windows, lawns, hallways, laundry areas and other common areas, other than bulletin boards, is prohibited.

20. Subletting and Assignment Agreement: The student shall not sublet said premises. This agreement is not assignable. The University reserves the right to refuse housing to any person at any time.

21. Personal Property: The Department of Residence Life, without liability, has the right to dispose of any personal property left on the premises after the end of the agreement term or other termination of this agreement.

22. Personal/Property Insurance: Occasionally, incidents such as flood, fire, theft, and other events may cause damage to the leaser holder's personal property stored in campus residence hall rooms and/or the campus suites/apartments. BHSU does not carry insurance on residents' belongings and can only pay for damages as permitted by the State Law. Therefore, the Department of Residence Life strongly encourages students to either (1) plan with their parent's or guardian's homeowner's insurance company to insure coverage for personal belongings, or (2) purchase separate personal property insurance or renter's insurance. In some instances, a parent's or guardian's homeowners' insurance will cover damage to personal property of a dependent child in a state-owned facility (such as a residence hall or university owned apartment), but this is not a universal truth. Consult with your parents or guardians and their insurance agent to decide whether personal belongings on campus are already covered, and if there might be any limitations to the coverage. If not covered, or its coverage cannot be added, then consider purchasing separate personal property insurance or renter's insurance.

23. Liability: Black Hills State University, its officers, employees and agents, and the Department of Residence Life are not liable for any property of the student that may be lost, stolen or damaged in any way, anywhere on the premises of the University. The student agrees to save, hold harmless, and indemnify the University and its officers, employees and agents from any claims or damages substantiated by the student or other parties as the result of the acts or omissions of the student relating to any changes or modifications made by student to the apartment or furnishings, including but not limited to, the construction of the beds, bookshelves, partitions, or other structures. The student is financially responsible to the University in the event a third party, who is injured by the student's acts or omissions, claims the University is liable for damages.

24. Health and Medical Insurance: The University assumes no financial responsibility for medical care; such costs are the responsibility of the student. The student is urged to provide their own health and medical insurance.

25. Disturbances: The student is responsible for violations of excessive noise or disturbances, which interfere with the rights, comforts or convenience of the other persons whether caused by the student, their spouse, children, guests, or other occupants. The Complex Director or their designee, University Security Officers, and /or the Spearfish City Police will respond to disturbances.

26. Alcohol and Controlled Substances: The student agrees to abide by South Dakota Board of Regents and BHSU policies which expressly prohibit the use, distribution, sale, or possession of alcohol or other controlled substances on campus, including the apartments.

27. Tobacco Use: is not permitted in or outside any University owned space, including Residence Halls and Apartments. Tobacco use is permitted in the parking lots and inside personal vehicles parking in university owned parking lots.

28. Parking: Parking permits are not required during the summer session. Student agrees not to park boat, trailer, or recreational vehicles in the parking area. In no event shall student park or store any vehicle that is not capable of daily operation. Student shall abide by all BHSU parking regulations. Student agrees to be aware of certain reserved parking spaces, i.e., Handicapped Accessible spots and reserved parking for University staff.

29. Animals: No pets (animals and/or reptiles), **except fish. Aquariums must not exceed 10 gallons.**

BHSU Residence Life will make accommodations per the Americans with Disabilities Act (ADA) standards for service and support animals. Residents are required to inform BHSU Residence Life upon their intent to bring a service or support animal into any BHSU owned residence hall. Students must comply with all regulations/requirements set forth by the BHSU Office of Disability Services **BEFORE they to bring a service or support animal into the residence halls.**

https://www.bhsu.edu/Student-Life/Student-Services/Disability-Services/Services-Accommodations#tab_1-animalpolicy

30. Fireworks, Explosives and Firearms: The student agrees to abide by South Dakota Board of Regents and BHSU policies, which expressly prohibit the possession or use of firearms, firecrackers, gunpowder, or other materials, which endanger the health, or safety of others. Occupants found in possession of fireworks, explosives of firearms are subject to criminal prosecution and University disciplinary action including suspension or expulsion.

31. Student Responsibilities: The student agrees to observe all rules and regulations of BHSU, The Department of Residence Life, and the State of South Dakota, which are incorporated by reference into this document. The student agrees to honor all terms and conditions stated in this agreement, the *Student Handbook*, and the *Residential Standards of Living*. The student understands they are personally and financially responsible for the actions of their guests. Students residing in Summer Housing who violate the Student Code of Conduct and/or the Residential Standards of Living will be held responsible through the Student Code of Conduct process and may be found in default of their agreement. (Please refer to section 9 for Default information.)

32. Destruction of Premises: It is agreed in the event the premises are destroyed or rendered unfit for occupancy by force, major, fire, tornado or other unavoidable casualty during the term of this agreement, and the premises cannot be repaired within a reasonable time, then this agreement and all rights and liabilities of the parties hereunder shall immediately terminate, unless such event arises by reason of negligence on the part of student, in which event the student shall remain liable hereunder for rental payments and any charges that may arise as a result of damage(s).

33. Disciplinary Action Disciplinary action may be taken against University students and other individuals on University property for violation of state and local laws, University rules and regulations and policies. This may include, but is not limited to, such action as monetary compensation, rescinding privilege to use all or part of Residence Life or other University services, or any sanctions necessary to maintain order and protect the rights of students, faculty, and staff. The student is immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of the others, or unduly interrupts legitimate operation process of the University. In the event the student is removed from the apartment complex as a disciplinary action, the security deposit is forfeited.