**RESIDENCE HALL AGREEMENT**

**NORTH IDAHO COLLEGE**

This Residence Hall Agreement (the “Agreement”) is a binding agreement between North Idaho College (“NIC” or the “College”) and the individual student (the “student” or the “resident”). This Agreement entitles the student to use the Residence Hall accommodations only in the manner, and subject to the terms and conditions, outlined herein and in the Student Handbook (incorporated herein by reference). In the case of any inconsistencies between the Handbook and this Agreement, the terms of this Agreement will control.

This Agreement is effective upon the digital signature of the resident and NIC’s receipt of the accompanying $200 security deposit referenced in this Agreement.

 **1. Agreement Period/Eligibility/Cancellation/Termination**

Housing is provided to residents under this Agreement for the 2025-2026 Academic Year (fall and spring semesters – beginning Saturday, August 16, 2025 at 9:00 am and ending Friday, May 15, 2026 at 3:00 pm). Cancellation/termination of this Agreement may result in a cancellation fee in addition to deposit, room and Campus Dining fee forfeitures. Room refunds (if any) are described in Section 4. Campus Dining refunds (if any) are described in section 11. Different housing periods that are necessitated by specific enrollment requirements may be possible under a separate agreement. A student’s eligibility to live in the Residence Hall is dependent upon the student’s acceptance for enrollment in the College. Priority will be given to full-time NIC credit enrollment residents. Residents whose course load drops below 12 credits may be required to vacate the Residence Hall. Residents are not permitted to stay, but may leave possessions, in their assigned room during the Winter Break (beginning Friday, December 12, 2025 at 12:00 pm and ending Sunday, January 18, 2026 at 12:00 pm) and Spring Break periods (beginning Friday, March 27, 2026 at 5:00 pm and ending Sunday, April 06, 2026 at 12:00 pm).

**2. $200 Security Deposit**

A $200 deposit must accompany the signed Agreement. This deposit is in addition to the scheduled payments and cannot be paid through a financial aid award. NIC will hold the deposit through the period of application and residency. All residents who fulfill the terms of this Agreement after occupancy will receive a refund of their deposit within four weeks after checking out of the Residence Hall (less any deductions for losses, damages, fines, or outstanding balances due the institution.) Losses, damages, or fines exceeding the amount of the deposit will be billed to the resident, and a hold will be placed on the resident’s college records until the bill has been paid. A new agreement must be submitted for each year of residency for all residents. A new deposit must be submitted for new residents for the next period of residency. Returning residents may transfer existing deposits forward for the next period of residency.

**3. Financial and Payment Information**

Any financial aid, grant, loans, etc. that NIC receives as an agent on behalf of a resident will be applied each semester in their entirety to the resident's account balance. Payments for resident housing are due in full on the same schedule as tuition and fees payments, unless the student has a confirmed financial aid award letter to cover residence charges or has signed up for a payment plan through the NIC Student Finance Office. Failure to comply with one of the above payment schedules prior to moving into the Residence Hall may result in delayed move in or contract cancellation. Information on payment plan options is available through the [Student Finance website](http://www.nic.edu/websites/default.aspx?dpt=12&pageId=6945) at [www.nic.edu/student-finance/payments/](http://www.nic.edu/student-finance/payments/) or by contacting the NIC Cardinal Central Office at (208) 769-3311 or Toll free: (877) 404-4536.

**4. Cancellation/Termination of the Agreement**

**A**. **By the Resident**

1. Prior to confirmation of a reserved space by the Residence Life Office (while on the waitlist and having been sent a confirmation email), resident applicants who cancel their Agreement in writing (received by NIC Residence Life Office prior to confirmation of available space) will receive a $175 refund of the security deposit.
2. After confirmation of a reserved space by the Residence Life Office, but prior to check-in, resident applicants with confirmed space who cancel their Agreement in writing (received by the NIC Residence Life Office prior to or on June 01, 2025 for fall semester and November 01, 2025 for spring semester) will receive a $125 refund of the security deposit.
3. Cancellations received between June 01, 2025 and July 18, 2025 for the fall semester and between November 03, 2025 and December 12, 2025 for the spring semester will receive a $75 refund of the security deposit.
4. Cancellations received July 19, 2025 or after for the fall semester and December 13, 2025 or after for the spring semester will forfeit the entire security deposit.
5. After Occupancy:

a. Residents canceling their Agreement will be obligated for the full

 semester's charges and any applicable cancellation fees.

b. The College will consider a waiver when this contract is terminated for

 the following reasons:

* + 1. Graduation from The College at the time of termination
		2. Withdrawal from The College due to military service
		3. Marriage or registered domestic partnership
		4. Birth of a child
		5. New medical condition preventing continuing occupancy

If at least one of these conditions is met, no penalty will apply but resident will be charged a prorated amount depending on week(s) of occupancy.

Residents facing unforeseen, extraordinary circumstances who wish to cancel this Agreement prior to the end of the fall semester must submit a completed cancellation form and letter of appeal and explanation to the NIC Residence Life Office prior to or on December 01, 2025.

Residents must first seek assistance from the Residence Life staff to help resolve any issues prior to submitting a completed cancellation form and letter of appeal and explanation. Decisions for Agreement release are based on each resident’s situation. Approved requests will result in the following:

Fall 2025

* If a resident cancels during the first week of the fall semester, they will be charged 25% of housing fees plus a $500 cancellation fee and forfeiture of the $200 security deposit.
* If a resident cancels during the second week of the fall semester, they will be charged 50% of housing fees plus a $500 cancellation fee and forfeiture of the $200 security deposit.
* If a resident cancels after the second week of the fall semester but prior to or on December 01, 2025, they will be charged 100% of fall housing fees plus a $500 spring cancellation fee and forfeiture of the $200 security deposit.

Spring 2026

* If a resident cancels spring semester housing after December 01, 2025 and before or during the first week of the spring semester, they will be charged 25% of the spring housing fees plus $500 cancellation fee and forfeiture of the $200 security deposit.
* If a resident cancels during the second week of the spring semester, they will be charged 50% of housing fees plus a $500 cancellation fee and forfeiture of the $200 security deposit.
* If a resident cancels after the second week of the spring semester, they will be charged for 100% of housing fees plus forfeiture of the $200 security deposit.
* Campus Dining refunds (if any) are described in Section 11.

**B. By the College**

1. Failure to occupy after confirmation:

In the fall, any resident applicants with confirmed space who do not request Agreement cancellation and then fail to officially check into the Residence Hall by the first day of class will forfeit the full deposit and their space will be reassigned. Advance notification to the Manager of Residence Life of late arrival can hold confirmed space through the first week of classes.

1. After Occupancy:

The College may terminate this Agreement at any time for any of the following reasons:

1. If resident fails to fulfill payment requirements.
2. If resident violates any College or Residence Hall regulations.
3. If damage from fire, smoke, or other causes make Residence Hall space uninhabitable (a prorated refund will be awarded if the resident is not at fault).
4. If resident has made false statements or misrepresentations in connection with the Agreement.
5. NIC may terminate the Agreement for nonpayment of rent upon giving three (3) days written notice.

After the date of termination, NIC shall be entitled, without further notice, to enter the assigned room and repossess the same, and remove resident and resident's property without any liability for trespass or otherwise. Residents whose occupancy is terminated will be obligated for the full semester's charges and applicable cancellation fees. The sanction of eviction assigned for violation of NIC's drug policy is not subject to Administrative Review.

The sanction, established timeline, and associated charges/fees cannot be appealed. The College may also terminate Campus Dining and Residence Hall visitation privileges at the time of Agreement termination. The security deposit, minus any deductions for losses, damages, or fines, will be refunded if the account is paid in full. Initiating a new Agreement following a termination will be subject to review and approval by college officials.

**5. Official Check-in/Check-out Process and Room Assignments**

All residents must complete this process when moving into or out of a room in the Residence Hall. This process includes an appointment with a Residence Life staff member, assessment of room condition/damages, issuing or returning keys, and signing the check in/check out form.

In order to be placed with a requested roommate, both individuals must request one another or match on RoomSync.

The College reserves the right to make assignments and reassignments of space within the

Residence Hall. Residents may be asked to consolidate suites/rooms when vacancies occur.

Any changes in room assignments must be approved by the Manager of Residence Life.

**6. Residence Hall Regulations**

Residency in the NIC Residence Hall is a privilege extended to the resident by the College. Continued residency is dependent on the resident's satisfactory personal conduct and the observance of all College regulations. This Agreement cannot guarantee that all residents will abide by every regulation. Enforcement of the regulations involves cooperation between Residence Life staff and Residence Hall residents.

Appeals concerning Residence Hall regulations and their enforcement (except for the eviction assigned for violation of NIC's drug policy) may be pursued through the Residence Hall appeals procedure, except the sanction of eviction assigned for violation of NIC drug policy.

1. Residents are expected to be responsive to requests from NIC staff and Residence Life staff or other residents regarding behavior that is inconsistent with mutual consideration and respect for the rights of others. Any behavior that is abusive toward others or any threatened or preformed behavior by residents that could be harmful to themselves or others will be reviewed by college officials, resulting in possible sanctions or immediate termination of this Agreement.
2. The College respects the resident's right to privacy, but reserves the right to enter a Resident's room for the purpose of maintenance, or in situations involving the health, welfare, or safety of residents. Inspections of individual and community space may occur as deemed necessary to assure residents are abiding by reasonable standards of cleanliness and safety. Residents are prohibited from restricting room access to college officials.
3. Residents will be responsible for the furniture and fixtures in their rooms and for college property in the Residence Hall. All furniture must remain in each assigned room. Where individual responsibility for damages can be determined, the individual will be charged. Otherwise, the charge will be prorated among all or part of the Residents living in the Residence Hall at the time the damage occurs. Any alterations within the Residence Hall require written permission from the Manager of Residence Life.
4. Since custodial service is provided for the community areas of the Residence Hall only, residents are required to care for their own individual space. Residents are also expected to assist in maintaining the cleanliness and pleasant appearance of the Residence Hall and its grounds.
5. All guests must be escorted at all times by their resident host. Overnight guests may stay, with approval of roommates, and must register with the Residence Life staff.
6. Compliance with quiet hours and courtesy hours is required. Quiet hours are defined as no noise heard in the hallway. Courtesy hours are defined as no noise heard one door away.
7. The use or possession of alcoholic beverages and/or illicit drugs is prohibited on the NIC campus. The possession or display of alcohol containers (cans, bottles, boxes, etc.) is also prohibited. Violation of alcohol regulations will result in a variety of sanctions, including fines or the immediate termination of the Residence Hall Agreement and all penalties that apply. NIC has assumed “Zero Tolerance” for possession of illicit drugs and/or paraphernalia. Violation of the illicit drug regulation will result in immediate termination of the Residence Hall Agreement and all penalties that apply. All persons associated with the violation of either of these regulations will also be subject to the above sanctions. There is no NIC Administrative Review available for the sanction of eviction for violation of NIC’s drug policy
8. NIC is a tobacco-free campus.
9. Firearms, ammunition of any kind, gun powder, fireworks, and all other forms of explosives are prohibited on the NIC campus. Weapons storage is available in the NIC Campus Security Office.
10. Residents are prohibited from having pets in the Residence Hall and the surrounding area.
11. Residents must use proper entrances/exits and are prohibited from being in maintenance areas or on the roof.
12. Appliances that create smoke are prohibited for fire safety prevention.
13. Participation in all fire drills and evacuations is mandatory and anyone causing a false alarm, tampering, damaging, or in any way using fire safety equipment for other than its intended use will be stringently penalized and/or immediately evicted from the Residence Hall. Violations of Idaho's Uniform Fire Code may also result in up to a $1,000 fine and/or up to six months in jail.
14. The Campus Dining facility and the Residence Hall parking lot are extensions of the Residence Hall and their use requires compliance with all appropriate Residence Hall regulations.
15. Residents are expected to observe all additional Residence Hall regulations that have been announced at Residence Hall meetings, posted on signs, in emails, or included in Residence Hall publications.
16. Residents who violate federal, state, or local laws will be subject to action by the appropriate law enforcement agencies as well as action by the College.
17. When emergency services are contacted on behalf of a resident, parents/guardians will be notified.

**7. College Regulations**

All Residents are responsible for knowing NIC regulations and information set forth in the current "Right to Know Brochure" and the "Resident Handbook." All College rules and regulations, as well as Residence Hall regulations, are specifically made a part of this Agreement by this reference.

**8. Immunizations**

To help ensure the health of the individuals in the Residence Hall, NIC encourages all residents to have up-to-date immunizations for measles, mumps, and rubella (MMR); polio; and Hepatitis B and T-Dap. A current tetanus is also recommended. Additionally, in accordance with the Advisory Committee on Immunization Practices, residents should be fully informed about meningitis and the Meningococcal Quadrivalent Polysaccaride vaccine.

Contact NIC Residence Life Office at (208) 769-5988 for more information.

# **9. Personal Property and Liability**

# The College does not assume responsibility for, or carry insurance against, the loss or damage or individually owned personal property on the NIC campus. Residents are encouraged to provide insurance against loss or damage to their personal property and to protect their belongings by keeping their rooms locked at all times.

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**10. Building Security and Card Keys**

Residence Hall building entry doors are locked 24 hours. This does not limit access to the Residence Hall by residents with keys but is intended to protect the safety, privacy, and possessions of Residence Hall residents. Residents are expected to cooperate by keeping Residence Hall building doors closed and locked and by denying entry to unauthorized individuals. Residents who jeopardize the security of other residents, their belongings, or College property will be subject to sanctions, compensatory charges, and/or Agreement termination.

Residents are issued keys at check-in that provides access to the building and their room. Lost keys are replaced for a processing fee.

**11. Campus Dining**

1. Residents are required to purchase a Campus Dining plan.
2. Campus Dining plans are not transferable. A Cardinal Card is required for Campus Dining plan holders and must be presented at each meal. Campus Dining plan Flex dollars are applied to the student’s Cardinal Card at the beginning of each semester based on the selected dining plan. The student’s Cardinal Card is the payment medium and monitors spending and availability.
3. Flex dollars are used on a declining-balance basis to purchase retail menu items at the following locations: Edminster Student Union Building (The Market and The Caffeinated Cardinal) and the Residence Hall C-Store.
4. Unused Flex dollars automatically carry-forward from fall to spring semester. Unused Flex dollars at the end of the spring semester are forfeited and nonrefundable.
5. Regardless of available balance at the end of the fall semester, the full dollar amount of the chosen plan will be added to the resident’s account at the beginning of the spring semester.
6. In the event that Flex dollars are expended, resident has the option to add money to Cardinal Cash (NIC’s declining balance program) available for use in The Market, The Caffeinated Cardinal, and the Residence Hall C-Store. Visit [nic.edu/cardinalcard](https://www.nic.edu/cardinalcard/) and click the “One Web-Cardinal Cash” link to add funds to your Cardinal Card.
7. Campus Dining plan changes must be submitted in writing and may be changed through the first week of the semester, after which meal plan selection is confirmed.
8. Any resident meeting the approved cancellation criteria, as provided in Section 4.A, will be charged for actual usage up to the date of cancellation, regardless of Campus Dining plan usage.
9. All other residents who terminate their Residence Hall Agreement have the following options:
	1. Continue the Campus Dining plan portion of the Agreement until exhaustion or end of the semester (whichever comes first).
	2. If termination occurs prior to the end of week two of a semester, resident will receive a refund equal to the unused portion of the chosen Campus Dining plan less a $500 termination charge.
10. No refunds will be granted after week two of each semester.
11. Campus Dining will be closed during Thanksgiving Break (Wednesday, November 26, 2025 through Friday, November 28, 2025), Winter Break (Friday, December 12, 2025 through Sunday, January 18, 2026), and Spring Break (Friday, March 27, 2026 Dinner through Saturday, April 04, 2026).

**12. Disability Accommodations**

The Residence Hall offers a limited number of rooms designed to accommodate wheelchair access. Requests for any needed accommodations due to a disability should be directed to the NIC Disability Support Services, (208) 769-7794. Early contact is recommended to assure that qualified accommodations are relayed to the Residence Life Office in time to affect room availability.

**13 Residence Hall Acceptance and Admission to the College**

Acceptance and processing of this Agreement does not constitute approval of admission to the College and application for admission is not an application for housing. Admission to the College is granted only by the NIC Admissions Office.

**14. Equal Availability**

NIC policy prohibits and eliminates discrimination on grounds of race, color, national origin, religion, sex, age disability, or status as a Vietnam-era veteran, pursuant to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of

1972, Idaho Code Chapter 73 of Title 18, Chapters 16 and 17 of Title 44, and Chapter 59 of Title

67, Executive Order 11246 as amended, the Rehabilitation Act of 1973, the Vietnam Era

Veterans Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans With Disabilities Act of 1990, the Civil Rights Act of 1991, and other relevant statues that guarantee equal opportunity for all persons and groups within our society.

**15. Consent**

By entering my NIC issued student ID number, and clicking “Agree to Contract and Continue,” I certify that I have read, understand, consent to, and agree to be bound by the terms and conditions of this Contract. I certify that I am the individual identified in the housing application and have the capacity to enter into this contractual obligation. I certify that the information provided by me in my housing application is true, complete and accurate. If NIC determines that I have provided untrue, incomplete or inaccurate information, NIC will have a basis to declare me in breach of this Contract, take disciplinary action against me, and/or require that I check out of NIC housing.