

Western Dakota Technical College
Off-Campus Housing Application/Contract
2023-2024 Fall and Spring Semesters

Mailing Address: 800 Mickelson Drive, Rapid City, South Dakota 57703
Phone: 605-718-1100; FAX 605-394-1789 Email: Housing@wdt.edu

General Information

Name: (First, Middle, Last):

Gender: Male Female Non-binary Prefer not to say

Permanent Address:

Phone #: Email Address:

Date of Birth: WDTC Student ID #:

Program of Study:

Eligibility

To qualify for WDTC off-campus housing, you must be enrolled in at least 12 credits. Will you be enrolled in 12 or more credits at WDTC for both the Fall & Spring Semesters?

Yes No

Are you currently under investigation, been convicted, plead guilty, entered a no contest plea, or received a suspended imposition of a sentence of a felony?

Yes No

Are you currently, or have you ever been, required to register as a sex offender?

Yes No

UnitType - I am applying for:

Double Occupancy

\$2,850 due per semester (\$5,700 for Fall & Spring Semesters)

Roommate will be assigned by WDTC housing staff

Single Occupancy

\$5,700 due per semester (\$11,400 for Fall & Spring Semesters)

Application Fee: A non-refundable \$100 application fee is due at the time of submission. Applications will not be considered complete without payment. Application fee will be applied to Fall Semester balance upon selection. The Application Fee will be paid back to applicants that are not selected for WDTC off-campus housing or if no units are available.

Terms of the Agreement/Contract

This WDTC off-campus contract and addendum (hereinafter referred to collectively as the “Agreement” or “Contract”) is made on this date (month/day/year) _____ between (student ID #) _____ (student name) _____ (hereinafter referred to as “Student”) and WDTC (hereinafter referred to as “College”) for a Student Housing Unit located at 2401 Mount Rushmore Road for the Fall 2023 and Spring 2024 semesters commencing on August 18, 2023 and ending on May 11, 2024. The Housing Unit will be assigned by the college. *WDTC reserves the right to deny or cancel the Application/Agreement at any time if eligibility requirements are not met or if a unit is not available.*

- 1) Student agrees to the following eligibility requirements to live in WDTC Off-Campus Housing:
 - a. You must be a full-time Western Dakota Technical College (WDTC) student;
 - b. You must be enrolled in a minimum of 12 WDTC credits for the Fall 2023 semester;
 - c. You must be enrolled in a minimum of 12 WDTC credits for the Spring 2024 semester;
 - d. You cannot have a felony conviction or received a suspended imposition of sentence to a felony;
 - e. You cannot be a registered sex offender or ever been required to register as a sex offender.
- 2) Upon completion of housing application, Student agrees to pay a non-refundable Application Fee in the sum of \$100 (one hundred dollars) before the application will be reviewed/considered. The Application Fee will be applied to the Fall semester balance if Student is accepted into WDTC off-campus housing. The Application Fee will be paid back to applicants that are not selected for WDTC off-campus housing or if no units are available.
To be completed by College: Received: \$ _____ on (date): _____
- 3) Student agrees to contract for both the Fall 2023 and Spring 2024 semesters.
- 4) Student agrees to make two non-refundable rent payments of \$2,850 for double occupancy (charge is per student occupant; not per unit) or to make two non-refundable rent payments of \$5,700 for single occupancy by the due dates set by WDTC.
- 5) Student agrees to make the first payment by July 1, 2023, for the Fall 2023 semester. Student agrees to make the second payment by the tuition and fees payment deadline for the Spring 2024 semester as published on the WDTC website. Contact WDTC Student Accounts Office at (605)718-2978 or student_accounts@wdt.edu for payment questions.
- 6) If during this Agreement, a Student must vacate the unit for any reason, including violating the Agreement resulting in termination of the Agreement, the Student agrees to be bound to the total agreed upon rent payments as stated in the Agreement for both the Fall 2023 and Spring 2024 semesters.
- 7) The following utilities will be furnished by the Owner: Water, Sewer, & Garbage; Gas; Electric; Wifi; Cable.
- 8) Student agrees to:
 - a. Use Unit as a off-campus student housing residence and private dwelling and for no other purpose;
 - b. Occupy the Housing Unit solely (single occupancy) or only with roommate assigned by WDTC (double occupancy);
 - c. Not sublet, assign, change, or alter any part of the Housing Unit;
 - d. Not place any additional locks or change any locks upon any doors of the Unit;
 - e. Keep the Unit in a clean and sanitary manner, free from debris;
 - f. No pets;

- g. Respect the privacy rights of their assigned roommate;
- h. Respect their roommate's request for quiet hours to ensure that study and sleep needs can be met to promote student success;
- i. Have reliable transportation to get to and from campus independently (student housing is located 4 miles from the WDTC campus);
- j. Not smoke, vape, or use any other tobacco product inside the off-campus housing or allow any guests to smoke, vape, or use any other tobacco product inside the off-campus housing;
- k. Follow Owner's *House Rules* (see Attachment A which is part of this Agreement) in order to maintain a safe, peaceful, and quiet environment;
- l. Follow Owner's *Pet Policy* including not allowing pets on Premises (see Attachment A);
- m. Follow Owner's *Mold* requirements in Attachment A;
- n. Abide by Owner's *Rules*: No open alcoholic beverages are permitted in the parking lot or common areas. Belligerent aggressive, unruly behavior is not allowed on the Premises;
- o. Abide by all WDTC Policies, the WDTC Housing Handbook, and the WDTC Student Handbook including the Student Code of Conduct (all may be located on WDTC's website www.wdt.edu);
- p. Comply with all laws and ordinances applicable thereto.

9) Criminal Activity:

Student or any guest of Student shall not engage in criminal activity, including drug-related criminal activity, on or near the said Unit or Premises. "Drug activity" will be considered the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Student will not permit the Unit or Premises to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the Student Housing Unit or a guest. Any violation of the aforementioned shall be cause for termination of tenancy at the discretion of College.

10) Maintenance & Repairs:

College agrees to deliver the Unit, appliances, and fixtures in good repair to the Student at commencement of this Agreement. The College shall be responsible for major repairs or replacement only if the damage is not caused by the negligence or misuse of the Student. Student agrees to replace and repair at Student's sole expense any damaged property that College finds is the result of negligence or misuse of Student or a guest of Student.

Owner agrees to assume maintenance obligations. Owner specifically agrees that Owner's maintenance obligation includes but is not limited to; faucet repairs, light bulb replacement, cleaning clogged drains, and battery (smoke detector) replacement.

Student agrees to inform College or Owner immediately of any water leak, drain stoppage, and any other maintenance issue.

Student and College agree that Student shall be responsible for all plugged drains and sewers resulting from Student's fault or abuse. "Disposable Wipes" are not permitted, and Student will be responsible for all damage and removal cost.

11) Student Liability & Personal Property Insurance:

College and Owner will not be liable for any damages or losses to person(s) or property caused by Student or Student's guests or invitees. College and Owner shall not be liable for personal injury or damage or loss of Student's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, acts of God, interruptions in utilities or other causes whatsoever. Student should insure their personal property against above and similar losses, including personal liability.

- 12) College/Owner/on-site management reserve the right to enter the Unit at all reasonable hours to make needed repairs, or as necessary to show, rent, sell, or to ensure performance of this Agreement. College/Owner/on-site management may, at the discretion of the College/Owner/on-site management, give the Student reasonable notice of their intention to enter the Unit, absent an emergency, when practical.
- 13) Any violation of this Agreement could result in termination of the Agreement at the discretion of the College. Student agrees, upon termination to surrender the Unit in as good a state and condition as they were in at the commencement of this Agreement aside from reasonable use and wear.
- 14) Abandonment/Terms Of Agreement:

Student agrees that if any default be made in the payment of the rent as herein provided or any part thereof, or if any default be made in the performance of any other terms herein contained, or if the Student shall vacate the Unit during said term, this Agreement at the option of College shall be terminated, and the College may re-enter the Unit and remove all persons therefrom. Also, the Student hereby expressly waives the service of any notice in writing of the College's intention to re-enter and expressly agrees that any such default shall constitute a forfeiture of any and all advance rents and deposits paid to College as liquidated damages. All rents through the remainder of this agreement shall become immediately due and payable in the event of the default of Student.

- 15) If any Notice to Quit and Vacate is served upon Student for failure to pay timely rent or for violation of any term of this Agreement, College shall in its sole discretion decide whether to extend the Agreement upon payment of all outstanding rent, late fees, filing fees, and attorney's fees. If College must send the account to Collections, said Student is responsible for all fees from the agency.
- 16) WDTC does not own the Student Housing Units located at 2401 Mount Rushmore Road. Therefore, the College and our Students will not have access or rights to the property beyond the dates listed in this agreement. If the Student holds possession of the Unit after the terms of this agreement, the Student shall be responsible for all damages incurred by the College including, but not limited to, rents, fees, and court and attorney costs.

17) Modification:

This Agreement may not be orally modified. Any modification made to any of the terms stated herein must be in writing and signed by all parties involved.

Student:

Signature

Date

College:

Signature

Date

ATTACHEMNT A

ADDENDUM TO THE AGREEMENT

In case of a conflict between the provisions of this Addendum and provisions of the Agreement, the provisions of the Addendum will supersede the Agreement, and the Addendum shall govern. This Addendum is incorporated into the Agreement between College and Student.

Violation of this Addendum shall be deemed a material violation under the terms of the Agreement that could result in the Agreement being terminated by the College resulting in the Student being required to vacate. College shall be entitled to exercise all rights and remedies to possess against Student at law or in equity.

HOUSE RULES

1. Trash bags are not permitted to be placed outside of your door. They must go directly to the trash canister on site.
2. Grills or BBQ equipment are not permitted to be placed outside of your front door.
3. No playing loud music at unreasonable hours that disrupts neighbors. Please respect each other.
4. Please keep the interior of your Student Housing Unit clean and tidy.
5. Artwork, TVs, or any other hanging items are not permitted to be hung on any walls.
6. All items in a furnished unit are not permitted to be taken out or swapped without consent of the College. Any items destroyed by Student will be replaced and paid for by Student.
7. If using on-site laundry, please make sure to clean lint traps and keep the area clean that you are using. Do not leave laundry in washer or dryers overnight.
8. Each Student is allowed one car on Premises. College and Owner assume no responsibility for motor vehicles on property.
9. Repairing of automobiles is not permitted on the property at any time.
10. Student may have a maximum of 1 overnight guest in their unit at one time. Student is limited to an overnight guest (same guest or different guest) in their unit to a total of 3 nights in a one-month period. If in a double occupancy unit, Student must have approval of their roommate before accommodating an overnight guest.
11. Any clogged sewers, disconnected sewers, or water leaks must be immediately reported to the College or on-site management.
12. Smoking is not permitted in the Student Housing Unit at any time. That includes, vaping, cigarettes, etc.
13. Drugs including medical marijuana are not permitted on site at any time.

PET POLICY

Do Not Get Or House A Pet! Pets are not allowed on the Premises. This includes but is not limited to: Student's pet, guest's pet, Student babysitting another person's pet, Student has temporary ownership of a pet, Student fostering a pet, or Student acquiring a pet after moving in without written permission from the College/Owner. If pets are brought onto the Premises without College written approval, this Agreement may be terminated by the College with no refund to the Student. College may terminate this Agreement and require Student to vacate.

You may see pets on the property. All pets currently on the property have been screened and approved by the College/Owner.

MOLD

Student accepts the Unit in good, dry condition with no mold visible or present.

To minimize the occurrence and growth of mold in the assigned Unit, Student hereby agrees to the following:

1. Moisture accumulation: Student shall remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings and bathroom fixtures. Student shall mop up spills and thoroughly dry affected area as soon as possible after occurrence. Also, Student shall use exhaust fans in kitchen and bathroom when

necessary to keep climate and moisture in home at a reasonable level.

2. Off-campus Housing Cleanliness: Student shall clean and dust the Unit regularly and shall keep the Unit, particularly kitchen and bath, clean.
3. Notification to WDTC Housing: Student shall promptly notify WDTC Housing at housing@wdt.edu in writing of the presence of the following conditions:
 - a. A water leak, excessive moisture, or standing water inside the Unit
 - b. A water leak, or standing water in any community common area
 - c. Mold growth in or on the Unit that persists after Student has tried several times to remove it with household cleaning solutions such as Lysol or PineSol disinfect, Tilex Mildew Remover or Clorox, or a combination of water and bleach.
 - d. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit.

Liability: Student shall be liable to College for damages sustained to the Unit or Premises or to persons or property as a result of Student's failure to comply with the terms of this Addendum.

Student:

Signature

Date

College:

Signature

Date