

UNITED TRIBES TECHNICAL COLLEGE

STUDENT FAMILY RESIDENTIAL LIFE POLICIES

I. ELIGIBILITY REQUIREMENTS – STUDENT FAMILY RESIDENTIAL LIFE

The eligibility requirements for Student Family Residential Life are as follows:

1. The primary reason for residing in United Tribes Technical College Residential Life must be to enroll at UTTC and to obtain an academic degree or certificate.
2. The Applicant for Student Family Residential Life must be enrolled full time. Full time is defined as a minimum of twelve (12) credits for fall and spring semesters. Full time for summer session is defined as a minimum of six (6) credits.
3. A Tenant enrolled full time in the spring semester and pre-registered full time for the following fall semester will not need to enroll for the summer session to continue to live in UTTC Residential Life during the summer. Each Tenant will be responsible for rent during the summer months.
4. Students enrolled in at least one (1) 3-credit campus based course will have priority for UTTC Residential Life.
5. The Applicant Tenant must meet one of the following criteria:
 - a. A married couple, with one or more dependents, provided one spouse is enrolled full time at UTTC and both spouses will be residing in the Residential Life. A marriage license must be provided;
 - b. A married couple with no children, provided one spouse is enrolled at UTTC;
 - c. Single parent enrolled full time at UTTC with custody of one or more dependents;
 - d. Legal guardian enrolled full time at UTTC with dependent(s);
 - e. Single adult enrolled full time at UTTC who has an identified and declared disability is eligible to reside in family Residential Life, provided there are units available and accommodations are reasonable.

UTTC will use the State of North Dakota definition of marriage for purposes of eligibility for family Residential Life.

6. Adult children over the age of 18 are not eligible to live in the Residential Life, unless that child is a current high school student.

7. Priority in assignment of all units is given to adults enrolled full time at UTTC with dependents under the age of 18
8. Occupancy standards for UTTC Family Residential Life are:
 - a. Efficiency unit- A minimum of 2 and a maximum of 3 individuals
 - b. One bedroom- A minimum of 2 and a maximum of 3
 - c. Two bedroom- A minimum of 2 and a maximum of 5
 - d. Three bedroom- A minimum of 3 and a maximum of 9
9. Student Residential Life is limited. Eligibility for Residential Life does not guarantee that an Applicant will obtain the Residential Life sought.

II. APPLYING FOR STUDENT RESIDENTIAL LIFE

The process for applying for student Residential Life is set out below. Failure to follow this process may lead to a denial of student Residential Life.

1. An application will be considered complete only when all application materials are verified as being received by the UTTC by Residential Life Department. A completed application includes the following:
 - a. Completed Residential Life application included in the admissions packet, or as provided on-line.
 - b. Payment of initial deposit in the amount of \$150. This amount goes towards the first month's rent. Applicant may request a one-time waiver by completing a request form from the Residential Life Department
 - c. Submission of all legal documents regarding to divorce or separation; custody of children, marriage certificate, and/or guardianship as applicable.

Please note: Residential Life will not process the family Residential Life application until the above items are complete. Residential Life is based on a first come, first serve basis.

2. Any changes in the application must be made as soon as possible prior to assignment of the unit to the Applicant. Assignment of each unit is made not less than 30 days prior to the start date of school.
3. The Applicant is responsible for providing the Residential Life Department with updated phone numbers and address changes by notifying the Residential Life Department in writing or calling with any phone number/address change prior to the assignment of the unit to the Applicant.

TYPE OF RESIDENTIAL LIFE	TYPE OF APPLICATION
Family Residential Life (On-campus) Application	Family Residential Life
a) One family houses - 1, 2 or 3 bedroom	
b) Duplexes for one family per unit	
c) Solo dormitories for parent with one child	
August Little Soldier (ALS) Low Income Residential Life Tax Credit Units (LIHTC) Income qualification required	LIHTC Tax Credit Application and Family Residential Life Application
Washington Court Apartments (Off-campus) Burleigh County Residential Life Authority provides a Background check	Family Residential Life Application

III. ASSIGNMENT OF UNITS POLICY

GENERAL ASSIGNMENT OF UNITS INFORMATION IS AS FOLLOWS:

1. Assignment of an available unit is made to the first eligible Applicant on the waiting list with a paid security deposit and complete application.
2. Applicants are assigned to the first available unit as determined by family size listed on the application.
3. Acceptance of the assignment of the unit may be made by telephone, fax or other electronic communication as long as the Applicant receives an assignment to a unit from the Residential Life Department.
4. At the time of acceptance of the assigned unit by the Applicant, the Applicant will be asked to set up a date and time to move into the unit.
5. Acceptance or cancellations must be postmarked, (if in writing) or received by the Residential Life Department within 14 days of the date on the assignment letter.
6. Acknowledgement by the Residential Life Department of the acceptance by the Applicant of the Residential Life unit assigned may be made verbally, or by electronic communication. After the Applicant's acceptance is received by the Residential Life

Department, and Residential Life has made an assignment of a unit to thee Applicant, for the purpose of these policies, the Applicant is known as the Tenant.

7. Failure to accept or cancel an assignment in writing, by phone, or by any other electronic communication within the 14 day period or any acceptance received after the 14-day period may result in the loss of an assignment and cancellation of the application.
8. AFTER ACCEPTANCE, TO CANCEL A UNIT, THE TENANT MUST PROVIDE WRITTEN NOTICE TO THE RESIDENTIAL LIFE DEPARTMENT AT LEAST THIRTY DAYS PRIOR TO THE DATE THE TENANT INTENDS TO LEAVE. THE TENANT WILL OWE A MINIMUM OF ONE MONTH RENT AND RENT FOR THE BALANCE OF THE TIME THE TENANT STAYED IN THE UNIT. RENT CHARGES WILL BE PRO-RATED ACCORDINGLY.
9. All assignments are made without regard to race, religion, age, gender, sexual orientation or national origin.
10. A limited number of units for Applicants with a verified disability are available. An Applicant must meet criteria established through the Disabilities Support Services office at UTTC, 701 221 1516. If these units are not filled at the time assignments of Residential Life are made, they will be provided to other Applicants.
11. Availability of all units is limited. After initial assignments are made, further assignments will be made to eligible Applicants only after the units are vacated.
12. Providing false information in support of any application, including on the application itself, may result in the removal of the application from the waiting list. If false information is provided, a referral may also be made to the appropriate campus or other authorities.

IV. KEY ISSUANCE POLICY AND PROCEDURE

1. One key is provided for each adult person listed on the lease.
2. Keys cannot be duplicated; UTTC will duplicate keys when necessary. It is illegal to duplicate any UTTC keys.
3. All keys remain the property of UTTC and must be returned to the Residential Life Department at the time of the exit interview. A \$50 charge will be made to any Tenant

who fails to return all keys issued when the lease is either terminated or Tenant has gone through the exit process.

4. If the Tenant or a member of the Tenant's household wants to get into a unit and does not have a key, security may unlock any Tenant's door, with proper identification.
5. In the event that a key is lost, Tenant may apply for additional keys. The charge for any additional or replacement key is \$10 per key, which will be added to the Tenant's account. The Tenant assumes all responsibility for any damages or other consequences resulting from the use of additional keys issued to them.

V. USE OF PREMISES POLICY

The apartment/house is rented as student Residential Life and may not be used for any commercial purpose whatsoever.

VI. CONDITION OF PREMISES POLICIES

1. The Tenant accepts the indicated apartment/unit in its present condition and agrees to keep the premises, including UTTC furniture and furnishings, in clean and habitable condition.
2. No alterations, additions, or deletions to the premises will be made without prior written approval from the Residential Life Department.
3. The Tenant is responsible for the payment of all repair and cleaning charges made necessary by negligence or carelessness.
4. Repair and cleaning charges due to negligence or carelessness are billed to the Tenants student account.
5. UTTC furniture and fixtures shall not be removed from the leased premises.
6. UTTC will not assume responsibility for personal property, including that which remains on the premises or in common areas after termination of the lease or which appears to be abandoned.

VII. CHECK-IN POLICY

The Applicant and all adult members in the household must sign the lease and complete the appropriate information at the time of check-in. Keys will be issued only to the Applicant and other adults in the unit. Only the Applicant is responsible for compliance with all terms of the lease, but all other adults in the household are responsible for acknowledging the terms of the lease by signing the Lease. Actions of other adult members of the household could result in the lease being terminated. The procedure for check-in is as follows:

1. The Tenant and all other adults must sign the lease listing all occupants at the Residential Life offices located in the Leadership Lodge also known as the Coed Dorm. Appointments are required to sign the lease. The Residential Life offices are open Monday-Friday, 8:00 a.m.-5:00 p.m., during Fall & Spring semesters; (Times may vary during UTTC break periods, i.e. semester and summer breaks).
2. The following eligibility verification for students with dependents (i.e. spouse or children), is required at the time of check-in:
 - a. Marriage certificate (if married and both parties are living in the unit) (Admissions Department).
 - b. Birth certificate(s) for each child of single and married parents.
3. The key(s) will be issued to the Tenant as per the Key Issuance Policy.
4. An Inventory and Move-in inspection form for the assigned unit will be completed by the Residential Life Department in the presence of the Tenant, who will be required to sign the form acknowledging receipt.
5. The Tenant will be provided with a copy of the Lease and the Inventory and Move-in inspection form.
6. The Residential Life Director will attempt to visit each new Tenant within 30 days of the date the lease was signed.
7. The Tenant is advised to secure his/her own rental insurance against personal liability or loss or damages to his/her personal belongings. UTTC assumes no liability for damage to personal property of the Tenant or of anyone else residing in the Tenant's household, or for any damage to any personal property of a visitor, except as otherwise provided by law.
8. The following furniture is provided for each Tenant and their dependents under the age of 18 living in UTTC family units: Living room furniture, dinette set, beds, dressers and

washer and dryer. A washer and dryer are not provided separately for each unit in the Washington Court apartments, the August Little Soldier apartments, and the Solo Dorm units. If a Tenant in the August Little Soldier apartments is a student at UTTC at the time of move-in, and later fails, for any reason, to remain in student status at UTTC, UTTC reserves the right to remove from that unit any and all furniture provided to the Tenant.

VIII. TRANSFER POLICY

A Tenant may transfer to another unit, provided space is available, and provided that the following conditions are met:

1. Household composition has increased or decreased, or there is a medical condition for one or more members of the household for which a different unit, such as a handicapped accessible unit, is required;
2. A Transfer Application has been completed;
3. A security deposit of \$150 has been made to the Residential Life Department for the new unit. The security deposit for the old unit may be able to be transferred if the unit that the Tenant is moving from is move-in ready at the time of move-out by the Tenant;
4. The Tenant is in good standing as a UTTC student and as a Tenant, including rent, and has no serious violations as a UTTC student or as a Tenant; and
5. The Tenant has satisfied a transfer inspection of the Tenant's current unit. To pass inspection, the Tenant's current unit must be move-in ready.
6. A transfer request will be considered only after the Transfer Application and the security deposit have been paid.
7. Assignment of a transfer unit will be made prior to assignment of units to Applicants on the waiting list, except during the time periods specified below. The specified time periods below are when significant numbers of new students arrive on the UTTC campus:

May 1st - June 15th

August 1st - September 30th

December 1st - January 31st

8. The Tenant who has been approved for a transfer to a new unit will have five (5) days from the date the Tenant signs the lease for the new unit to move out of the current unit.

IX. NOTICE TO VACATE POLICY—INVOLUNTARY TERMINATION (INCLUDING GRADUATION)

1. Except for the August Little Soldier apartments, a Tenant will be asked to vacate the unit being leased if the Tenant discontinues, or is ineligible for continued enrollment at UTTC for any reason, including graduation. The process for vacating the unit is as follows: Except as stated herein, when the Residential Life Department is notified that a Tenant is no longer a student in good standing at UTTC, the Residential Life Department will give the Tenant a Notice to Vacate. The notice will state that the Tenant must vacate the unit within 14 days of the date of the notice.
2. In the event, a Tenant is issued a Notice to Vacate due to a severe violation of the lease or of student campus policies, the Tenant will be given either 24 or 48 hours to vacate the unit depending on the severity of violation.
3. The Notice to Vacate will confirm the date that the Tenant is to vacate the unit and will also include instructions for cleaning the unit.
4. The Tenant will be responsible for rent up to and including the date the Tenant vacates the unit.
5. An extension of the date that the Tenant is to vacate the unit may be granted in extreme emergency situations. UTTC will evaluate each individual request for an extension to determine the appropriate number of days necessary to accommodate the student and his/her situation. The Tenant remains liable for rent during any period of extension.
6. In the event of a termination of a lease for any reason, and the Tenant has failed or refused to move out of the unit after the period following the Notice to Vacate has expired, United Tribes may proceed with an eviction action. First, the Tenant will receive a Notice of Intent to Evict. Three days after the Notice of Intent to Evict has been received by the Tenant, UTTC may file an action for eviction in Burleigh County District Court in the state of North Dakota. Notice of any court hearing will be provided to the Tenant by the attorney hired by UTTC to handle the eviction.

X. MOVE OUT POLICY – VOLUNTARY TERMINATION

1. Each Tenant must provide the Residential Life Department with a written notice to vacate 30 days in advance of the date they intend to vacate the unit. The Tenant is responsible for a minimum of 30 days rent after the Tenant gives notice of intent to vacate, or if the Tenant vacates without giving the required 30 day notice.
2. Following receipt by the Residential Life Department of a Notice of Intent to Vacate, the Residential Life Department will send or deliver to the Tenant, an exit letter confirming the date the Tenant intends to vacate. The exit letter will also contain instructions for cleaning and check out of the unit.
3. An exit appointment will be scheduled with the Residential Life Department up to 30 days prior to the exit. The Residential Life Department will perform the exit with the vacating Tenant present whenever possible.
4. Each vacating Tenant is expected to leave the unit clean and ready for a new occupant. Charges for damages and cleaning are assessed by comparison with the original Furniture Inventory and Move-in inspection Forms.
5. Damages, if any, will be assessed only after all keys are returned to the Residential Life Department and the condition of the apartment has been verified. At that time, the Residential Life Department will determine what portion of the security deposit, if any, may be returned to the Tenant. A refund of the security deposit or any part thereof will be made by UTTC as soon as possible after all paperwork is completed; but in any event, within 30 days of the date the unit is vacated by the Tenant.
6. Any questions on assessments against the security deposit should be directed to the Residential Life Department (See Repair and Maintenance Policy).
7. Pictures will be taken for comparison with the move-in pictures. Tenant will be required to clean the carpet and furniture. If the Tenant is not present during the exit process, Residential Life Department will perform the exit process without the presence of the Tenant and the documentation of the results of the exit process will be placed in Tenant file.
8. If the Tenant leaves a substantial amount of personal property in the unit, the Tenant will be billed an additional \$150 as a storage fee for the personal property which may be deducted from the security deposit. If the Tenant recovers his or her personal property

within 28 days of removal of the property by UTTC staff, the storage fee of \$150 will be prorated for the time the property was stored up. See the Abandoned Property section below, consistent with state law.

XI. ABANDONMENT OF UNIT POLICY

UTTC Residential Life Department continuously monitors the use of family Residential Life at UTTC. To determine if a unit has been abandoned, Residential Life Department does the following:

1. Enter the unit to determine if there is outdated food in the kitchen, garbage has piled up; personal belongings have been removed, or there are other similar signs of abandonment; and
2. Determine whether the Tenant is still enrolled at UTTC. Residential Life periodically receives a list of students who have withdrawn or been terminated, or who have graduated. Residential Life will then follow up to determine if the student has left the unit voluntarily, needs to stay in the unit for a short period of time, or if the student has in fact abandoned the unit altogether.
3. After a determination has been made that the unit has been abandoned, the process will be as follows:
 - a. Residential Life will post a notice on the door of the unit. This notice will allow Tenant 14 (fourteen) calendar days to contact the Residential Life Department from the date of the notice.
 - b. Pictures will be taken of the inside of the unit and any personal property that were in the unit after the determination of abandonment.
 - c. In the event there is personal property left in the unit, other than trash or items of only nominal value, a certified letter will be sent to the Tenant at the last known address of the Tenant other than UTTC, and to the UTTC address of the Tenant. UTTC will also try to contact the Tenant at any phone number the Tenant may have provided. The letter will inform the Tenant that the Tenant has up to 28 days to recover the personal property from UTTC; otherwise, the Tenant will be liable for up to \$150 in storage fees for the property, as provided in the previous section regarding Move-Out Policy. The letter and all attempts to contact the Tenant will be kept in the Tenant's file on a Contact Documentation Sheet.
 - d. If there has been no contact with the Tenant by the fifteenth (15th) day following the posting of the Notice to Tenant as described above, the unit will be deemed

abandoned. Residential Life will then go through the exit process for the Unit, and the Tenant will be notified as described above of any abandoned personal property that is in the Unit. Locks will be changed and the charge for changing the locks will be billed to the Tenant's account. Personal property will be inventoried and stored as described above. Any personal property remaining after 28 days from the date of the Notice posted above will be sold or otherwise disposed of and the Tenant will be billed accordingly. There are no exceptions to this policy.

XII. PAYMENT AND COLLECTION POLICY

UTTC reserves the right to revise the rent for any unit or the terms and conditions for any portion of the term remaining, or both, subject to a 60 day written notice to the Tenant as provided in Section XVIII below.

The following information applies to charges and payments assessed through the Residential Life Department:

1. All charges are billed to the Tenant's student account and payable at Student Accounts.
2. Rent is for the period specified in the lease.
3. Rent is payable on or before the first day of each month. In addition to occupancy, rent includes all utilities listed on the lease.
4. Charges for damages, cleaning, and/or miscellaneous bills will be reflected on the Tenant's student account. Some charges may appear on a Tenant's account even before the Tenant moves out.
5. Tenant will not be mailed a paper statement. A Tenant's account is available through the My.Uttc.edu website. Tenants are responsible for reviewing their account on the website to determine the current account balance.
6. The Tenant must ensure that regular monthly rent payments are made on or before the date they are due, even if the Tenant is receiving financial aid from UTTC. Payments can be made in person at the finance office or through the student accounts office.
7. Failure to make regular monthly payments as required by the lease may result in the immediate termination of the lease agreement, followed by eviction proceedings after which the Tenant will be required to vacate the Unit.

9. If payment is not received by the 10th of the month; a notice of delinquency will be issued and Tenant will be given the opportunity to pay by the last day of the month.
10. If there is no response to the notice of delinquency, the Tenant will be issued a Notice of Intent to Evict according to state law.

XIII. RIGHT OF ENTRY POLICY

UTTC's Residential Life is private property. The authorized representatives of UTTC include security, maintenance, and Residential Life Department, may enter any Residential Life unit in the following situations:

1. **Emergency.** When a suspected emergency exists, including a domestic disturbance, fire, flooding from a broken pipe, or other emergency that threatens the health or safety of persons in the unit or threatens substantial damage to property.
2. **Service.** Including, but not limited to, completion of necessary or requested repairs, maintenance, inventory checks, and pesticide spraying. Maintenance workers may enter the unit without prior notice upon receipt of a work order requested by the Tenant. Every effort will be made to schedule a time and date with the Tenant before a maintenance worker comes to the Unit. The Tenant is encouraged to work with the maintenance and Residential Life to ensure a mutually convenient time for repairs to be made.
3. **Safety.** To conduct safety inspections.
4. **Violations.** When there is reasonable cause to believe that a violation of the lease or UTTC policies has occurred.
5. **Residential Life Inspections.** A schedule is provided during orientation.

Whenever possible, UTTC Residential Life will attempt to give the Tenant 24 hours prior notice before any of the above stated reasons for entry. Maintenance workers, Residential Life Department and security staff are expected to be courteous to the Tenant, the Tenant's guests and all who live within the family Unit in carrying out their work.

XIV. GENERAL POLICIES FOR ALL UNITS

Each Tenant agrees to respect the rights of other residents, and to act in a manner that will result in a peaceful living environment. Domestic abuse against a spouse, child, or guest will not be tolerated. Termination of the Residential Life lease will be considered if a Tenant cannot or will not respect the rights of other Tenants, or to fulfill the Tenant's responsibilities under this Lease.

1. GUEST POLICIES AND PROCEDURES

Overnight guests are allowed in family units. Each overnight guest must be registered with the Residential Life or with Security. An overnight guest is unauthorized if he or she is present in the household after visiting hours and has not signed in with the Residential Life or security. An overnight guest includes relatives or friends of the Tenant or relatives of any other person listed on the Lease, such as mother, father, aunt, uncle, grandparents, cousins or family friends. Persons that are listed on the lease or are part of the household composition are not considered overnight guests. The number of visitors and occupants may not exceed the occupancy standard for the unit as listed above in Section I, Paragraph 8.

Visiting hours on the UTTC campus for all guests are Monday through Friday 8am to 12pm, and Friday and Saturday 8am to 1am. During these times a guest does not need to be registered. At any time after these hours, a Tenant's guest(s) must be signed in with the Residential Life or with security. UTTC registers guests for three (3) principal reasons: 1) To know who is in the family Units in the event of an emergency, such as a tornado or fire; 2) to prevent overcrowding and excessive use of the Units which adds to wear and tear on the units and violates health and safety codes; and 3) to prevent persons from staying in the Units without paying rent.

Each Tenant is permitted up to **10** visiting days per month. An individual guest is permitted to stay up to three (3) days per month.

Tenants must sign in all overnight guest(s) by completing a **visitor's request form** with the Residential Life, located in Coed Dorm. The office hours are Monday thru Friday 8am to 5pm. If guest arrive after hours, please contact the Security Department to complete a visitor's request form to avoid an unauthorized guest violation.

2. AUTOMOBILE & PARKING POLICY

Parking regulations are enforced by UTTC Security.

- a. Automobiles shall be parked only in the areas provided for that purpose.
- b. Speed limit on campus streets shall not exceed 15 MPH unless otherwise posted.
- c. Two cars are the limit allowed per apartment/Unit.
- d. Parking at UTTC is for motorized vehicles only. All other equipment campers, boats, trailers, etc. must be stored off campus. All unauthorized equipment will be removed at the owner's expense.

- e. Motorized vehicles may not be driven or parked on the sidewalks or grass.
- f. When a vehicle is apparently mechanically inoperable, or has not been moved for 30 days, the car will be impounded at the owner's expense.
- g. Tenants are required to obtain parking permits from the Security Department

3. PET POLICY

No pets, including but not limited to cats, dogs, mice, gerbils, guinea pigs, ferrets, newts, turtles and reptiles, are permitted within UTTC apartment/units, or on the grounds. No visiting pets are allowed. This prohibition includes pets brought on the premises by a resident's guests and pets to be cared for by a resident on a temporary basis. Residents are responsible for ensuring that their guests are aware of and follow this policy. The Pet Policy does not apply to service animal or emotional support animal needed by a Tenant with a disability.

4. TOBACCO FREE CAMPUS POLICY

UTTC is a tobacco-free campus. Use of tobacco is prohibited anywhere on campus. Tobacco use includes use of any product containing or manufactured from tobacco, or containing nicotine. It also prohibits the use of e-cigarettes.

Traditional or sacred use of tobacco is exempted from the above policy. A request for use of tobacco for traditional or sacred purposes must be made in advance. United Tribes will continue to be a "tobacco honoring" campus for Native American spiritual and cultural ceremonies.

5. REPAIR & MAINTENANCE POLICY

UTTC agrees to maintain all Family Residential Life units in a safe and habitable condition. Routine maintenance and repairs will be completed during normal business hours. Emergency repairs as determined by Maintenance or Residential Life personnel will be completed as soon as possible. A Tenant may make a request to Residential Life for maintenance as may be needed. Each Tenant should notify the Residential Life of necessary repairs to the property. It is the Tenant's responsibility to replace all burned out light bulbs in the unit, excluding those which are part of UTTC owned appliances such as stove, refrigerator and range hood.

Tenants are not permitted to make additions or alterations to the structure, either inside or outside the building. This includes adding hooks or nails to the exterior.

In addition to ordinary maintenance of the unit, the following maintenance and repair policies are applicable to all units:

- a. **LAWN** – It is the Tenant’s responsibility to maintain his or her yard by picking up garbage around the Unit. The maintenance department will maintain lawns by cutting the grass in all areas.
- b. **SNOW REMOVAL** - UTTC will remove snow from all streets and sidewalks.
- c. **DAMAGE REPAIR CHARGES** – Extraordinary repairs that are the result negligence or carelessness on the part of the Tenant, the Tenant’s family, or guests, will be billed to the Tenant/student account. Such extraordinary repairs include things like holes in the walls, broken doors, broken appliances, broken light fixtures, broken windows, and other similar damage to the Unit not caused by ordinary wear and tear. When Tenants leave, they should compare damage in the unit to the inspection report made when the Tenant moved into the Unit.
- d. **UTILITY USAGE** - UTTC provides the following utilities at no additional charge: heat, water, electricity, sewer, garbage removal and basic cable television services. Tenants agree to respect the use of all utilities and agree not to use any utilities in an excessive manner. If a Tenant is found to have used utilities in an excessive manner, the Tenant will be charged accordingly.
- e. During April, May, June and July, specific designated storm shelter information will be printed in the UTTC Newsletter.
- f. Tenants are expected to report any obvious safety or health hazards that exist in and around the unit.
- g. **Mold/Mildew:** Mold occurs naturally in the environment and there currently exists no federal or state standards for permissible levels of mold, Tenants are required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, do not cover windows with blankets, also particularly when showering, bathing, or washing dishes or clothes. Residents are required to notify the Residential Life Department promptly within 24 hours about the existence of water leakage or overflow in or about the premises.

6. INSECTICIDE SPRAYING

Any Tenant who has a problem with excessive insects inside or outside the unit should note the problem. The Tenant should then contact the Residential Life who will contact pest control. Please include the type of insect and the location of the problem.

Mandatory:

Mandatory spraying in a building or house, or area may be necessary on occasion when a particular problem with insects exists. When a problem exists with such pests, it may be necessary to spray every apartment in the area or the pest may migrate to the unsprayed apartment. Residential Life will give 24-hour notice to residents when mandatory spraying is necessary. Mandatory spraying requires that each Tenant remove all belongings as indicated below:

- a. Remove all items from the kitchen cupboards.
- b. Remove all items from under counters.
- c. Remove all items from under the kitchen and bathroom sinks.
- d. Remove all clothing from closets (upon request only).

7. BUILDING EXTERIOR/OUTDOOR POLICIES

- a. Tenants are not permitted to make additions or alterations to the structure. This includes adding hooks or nails to the exterior.
- b. Tenants are responsible for the upkeep and condition of the area directly adjacent to their unit. All porches, patios, landings, hallways, and grounds are to be cleared, kept clean and orderly. Appliances, indoor furniture, food, cardboard boxes, carpet, mattresses, hazardous chemicals, trash, recyclables, and tools cannot be stored in these areas. Children are not permitted to play in hallways and laundry rooms.
- c. Recognizing that it is impossible to outline in complete detail what is permissible to be placed outside the unit, UTTC Residential Life may determine what is allowed outside the Unit retains complete discretion in this regard.
- d. Family Residential Life unit grounds are maintained by UTTC maintenance department. In order to maintain pleasant surroundings in the family Residential Life areas, appreciation for the trees, lawns, and shrubbery is important. Please ask your children not to climb the trees or play in planted areas. Charges will be assessed to Tenant who damage or destroy shrubbery, trees, grass or garden areas, etc. Due to the difficulties with ground upkeep (i.e. mowing, spraying for dandelions and weeds, etc.) residents are not permitted to plant flowers or vegetables around their apartments. Self-contained planters are permitted if placed near your apartment, but must be easily movable in the event ground crew personnel need to move it to mow, remove snow, etc.

- e. Motorized vehicles are not allowed on the grass or sidewalk areas on any of the family Residential Life units. Recreational vehicles i.e., campers, trailers, and boats must be stored off UTTC property.
- f. Cable television is provided in family Residential Life units. Small satellite dishes may be placed only on a 4X4 treated pole on the lawn, and cannot be attached or installed to the façade or roof of the Residential Life unit or in common areas. The Residential Life Department must be contacted before installing dishes on any pole. The Tenant is liable for damage incurred by the installation of dishes.
- g. During the UTTC Pow-wow, rummage or yard sales are **not** permitted in or around UTTC Residential Life units or apartments. Tenants are not permitted to sell food in or around their Unit at any time.

8. SAFETY & SECURITY POLICIES

UTTC assumes no liability for damages to Tenant's property, the property of any person living with Tenant in the Unit, or for any property belonging to Tenant's guests, and assumes no liability for injury to Tenant and other residents of Tenant's Unit, and for any guest of the Tenant, except as specifically provided by law. Tenants are encouraged to secure their own insurance against personal liability, loss or damages to their personal belongings, i.e., laptops, bicycles, etc. or for injury caused by the Tenant's negligence or for injury caused by any person living in Tenant's Unit.

UTTC family Residential Life has the safety of Tenants as an ongoing concern and has developed the following rules and policies with safety and security in mind.

a. Guidelines for supervision of children:

The ultimate responsibility for the safety, care, well-being, and behavior of dependent children remains with the parent or caregiver, whether or not they are present to personally supervise them. The age of the child is not the only factor that parents should consider when determining if children may be left alone. Other factors include the maturity of the child, emotional health factors, the child's physical or mental limitations, length of time left alone, time of day or night, other children present to be supervised, location and environmental conditions, frequency of being left alone, and the accessibility of a parent or other responsible adult.

North Dakota does not have a law that provides an age in which children can be left alone. However, guidelines have been developed by the North Dakota Department of Human Services and are used by county social service agencies in North Dakota:

i. For children 0 - 4 years of age:

Outside of the home the child should be in view of the caregiver at all times. The caregiver must be able to respond to the child's immediate need for protection from harm.

Children should not be left in vehicles unless they are in proper restraints (unable to put the vehicle in gear) and in direct view of the caretaker at all times.

Inside the home, a caregiver should be available and able to respond to the child to provide immediate care and protection from harm.

ii. For children 4 - 17 years of age:

Children eight (8) years of age or under should be supervised at all times with a caregiver available. An eight year old should not be left in charge of children.

Children nine (9) years of age should not be left unsupervised for periods greater than two (2) hours during the daytime. At this age, children should not be unsupervised at night and should not supervise other children.

Children who are 10 and 11 years old may be left alone for longer periods of time. However, caution is advised in leaving a child unsupervised during sleeping hours. Children this age should not be responsible for younger children.

Children who are twelve (12) years and older may be permitted to act as babysitters. It is recommended that they successfully complete an approved childcare training course.

Caution is advised on the number of children left in care, length of time for caregiving responsibility, factors regarding special needs of children left in care, and resources available to the child providing care.

Children under 15 years of age should not be left unattended overnight. Caution should be taken in leaving 15-17 year olds alone overnight. Extended absences of caregivers (such as over a weekend) are not recommended.

Caution should be taken in leaving 15 - 17 year olds alone overnight. Extended absences of caregivers (such as over a weekend) are not recommended.

All children left home alone must be able to demonstrate knowledge of emergency procedures, where parents or other responsible adults are, how to

reach them, and length of time of absence. Children should also know emergency procedures and arrangements for emergency situations.

- A. Children under the age of 18 playing or otherwise outside of the Unit shall be supervised and be the sole responsibility of the parent or parents living in the family Unit. See the section on parental supervision for general guidelines
- B. Walkways, hallways, stairs, sidewalks, and other common areas in and around apartments/units or buildings must be kept free of bicycles, toys, rugs, garbage, and other objects. Bicycles and other similar items must be stored appropriately. See section on Outside Storage below. Items stored improperly will be removed at Tenant's expense.
- C. Children are not permitted to play in public hallways or common areas.

b. Fire safety

- i. Tenants shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Bismarck Fire Department.
- ii. UTTC assumes no responsibility for losses due to fire.
- iii. UTTC agrees to install and maintain smoke detectors in family Residential Life. The Tenants responsible to check the smoke detector periodically to ensure the smoke detector is functioning. The UTTC will test all smoke detectors when performing monthly inspections. Removing smoke detectors and or batteries is a health and safety violation.
- iv. When the fire alarm sounds, Tenants are expected to evacuate the building.

c. CHEMICAL/HAZARDOUS MATERIAL SAFETY-LEAD PAINT

- i. According to the Centers for Disease Control, lead poisoning is the leading environmental health risk. Lead accumulation in a person's system may lead to fatigue, sudden behavioral change, abdominal pain, anorexia, chronic headaches, joint aches, depression, anemia, impotence, and severe fetal damage in unborn infants.
- ii. Buildings, primarily those that were constructed or painted prior to the early 1980's, may contain lead-based paint. Because common sources of lead exposure include ingestion (lead paint) or inhalation (lead-containing dust), it is important to identify all areas that contain lead paint. Lead paint must be encapsulated or removed by qualified persons.

- iii. The following places should also be inspected for lead paint:
 - A. Areas where young children or pregnant women are present.
 - B. Areas of flaking or deteriorating paint.
 - C. Areas that were built or painted prior to the early 1980's. (Lead testing is particularly important before beginning renovation on older buildings.)
- iv. Lead-based paint issues at the UTTC are normally handled by the Facilities Management Department.
- v. UTTC Family Residential Life units: Under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, all UTTC Residential Life Tenants in pre-1978 Residential Life must be warned of lead-based paint and lead-based paint hazards

Exceptions:

- A. Renewal of leases where all information has been disclosed previously and where UTTC has acquired no new information.
 - B. Lease of units which have been inspected and found to be free of lead-based paint and lead-based paint hazards.
- vi. Before a Tenant becomes obligated under any lease, the UTTC must disclose certain information to the Tenant. The following information is provided to each Tenant of a UTTC Family Residential Life that falls under the requirements of the Lead-Based Paint Hazard Reduction Act:
 - A. An EPA-approved information pamphlet on identifying and controlling lead-based paint hazards.
 - B. Any known information concerning lead-based paint or lead-based paint hazards. The UTTC must disclose information such as the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
 - C. Any records and reports on lead-based paint specific to the leased unit, which are available to UTTC.
 - D. An attachment to the lease, which includes a Lead Warning Statement and confirms that the UTTC has complied with all notification requirements for

landlords. A UTTC Residential Life representative and the Tenant must sign and date the attachment.

vii. UTTC maintains copies of all disclosure forms signed by the Tenants.

d. GENERAL POLICIES ON STORAGE – STORAGE OF CERTAIN ITEMS PROHIBITED

- i. Used motor oil, antifreeze, turpentine or oil base paint may not be disposed of on the ground or in UTTC dumpsters.
- ii. Household cleaning supply containers should be emptied and disposed of with other trash in a UTTC dumpster.
- iii. Do not dispose of any prescription drugs in UTTC dumpsters. Unused prescriptions should be crushed, diluted, and flushed down the toilet. Medical waste - needles, syringes, or lancets need to be placed in a strong plastic container with a screw-on cap.
- iv. Storage of the following is not allowed:
 - A. Explosives or blasting agents.
 - B. Flammable or combustible liquids.
 - C. Flammable or combustible chemicals.
 - D. Flammable liquid or combustible material powered equipment.
 - E. Containers which once contained flammable liquids unless certified free of explosive vapors by the Safety Department
 - F. Contraband, illegal substances, or any other item that would contravene any laws.
 - G. No combustible materials can be stored in equipment rooms, attic areas, or similar spaces.
 - H. No items that are determined by the Safety Department to be of a danger to life and property.
 - I. Garbage is to be promptly disposed of in the appropriate dumpster and may not be stored in or around a UTTC apartment or units.
- v. Storage in units shall be orderly, shall be more than 2 feet from the ceiling, and shall be so located as not to endanger exiting from the storage room.

e. WEAPONS

In accordance with NDCC 12.1-01-04(6)(10), and 62.1-01, the possession, storage or use of weapons i.e. shotguns, rifles, pistols, paint ball guns, explosives, switchblade knives, or fixed blade knives with a blade length of five inches or greater, or any other such offensive weapons, are prohibited on the property of the United Tribes Technical College. This policy shall apply to all faculty, staff and students of UTTC and to all visitors and/or residents of the campus, on property of UTTC. Thus, the possession of weapons, or the unreported knowledge of such items, on the UTTC's premises or during UTTC programs, on or off campus, is considered a serious offense subject to disciplinary actions. UTTC policy does not apply to authorized law enforcement officials in the lawful discharge of their duties. Temporary exemption may be granted with advance written permission, by the UTTC Chief of Security or authorized designee for job related, educational or demonstration purposes. Concealed weapons permits are not valid on the property of UTTC or at sanctioned events.

f. SEX OFFENDER INFORMATION

North Dakota has a sex offender registration law that requires persons convicted of sex crimes register with local police departments. You can access this information at the following website: <http://www.sexoffender.nd.gov/>.

g. FIREWORKS

Fireworks are prohibited within Bismarck city limits including the UTTC campus.

h. SUMMER SAFETY POLICIES

i. AIR CONDITIONER INSTALLATION

UTTC does not provide air conditioners for the family Units. The use of private air conditioners is strongly discouraged due to the need for energy conservation and to prevent power outages. Should a Tenant wish to install a room air conditioner, the following procedure must be followed:

- A. Permission to install the air conditioner must be requested from the Residential Life in writing.
- B. If permission is granted, the Tenant is responsible for installation of the air conditioner, as UTTC personnel will not install air conditioners.
- C. All appropriate safety and installation requirements for the particular air conditioner being installed must be followed.
- D. No electrical or window alterations will be permitted. The air conditioner must operate with 110 amp power.
- E. Any filler must be painted cream or to compliment the color of the unit.
- F. Prior to initial operation, any air conditioner installation must be inspected by Residential Life staff. Inspections can be arranged by contacting the Residential Life.
- G. Tenants will be responsible for any personal or property damage resulting from air conditioner installation or use.

The use of tin foil on windows to prevent the sun's rays from entering a unit is prohibited. There is a potential that this could lead to broken glass. Instead, it is suggested that Tenants use a light darkening shade or curtain to block the sun's rays.

ii. SWIMMING POOLS

The use of personally owned swimming pools is not allowed.

iii. PLAYGROUNDS

Long warm summer days bring about an increase in the number of children playing outdoors, and that means a greater responsibility for the parents of these children. Consequences for not abiding by these policies may include the

temporary loss of playground privileges or being billed for broken or damaged equipment or items belonging to other people.

- A. An adult must supervise children at all times.
- B. Encourage children to share playground equipment by "taking turns."
- C. Be aware of the "toys" your children may bring into the play area. Sticks, matches, glass, knives, or other weapons are not allowed.
- D. Do not allow children to climb on trees, roofs, dumpsters, etc.
- E. Report damaged equipment to the Residential Life.
- F. Threatening actions, fighting, name-calling, or inappropriate language is not acceptable playground behavior.
- G. Teach your children that dumpsters, autos, roadways, and parking lots are "OFF LIMITS" as play areas.
- H. Be aware of the noise levels that your children or his/her playgroup are producing. Remember that others are trying to relax, study, or sleep.
- I. Rocks, mud balls, clay balls, or sand should not be thrown.
- J. Ensure your children are not wearing loose clothing such as hooded sweaters while playing on the playground, as such clothing can lead to serious injury when children are using the equipment.

iv. BARBEQUE GRILLS

The use of barbecue or hibachi grills inside an apartment or Family Residential Life Unit is strictly prohibited. Such grills must only be used outside of the Unit. Use of a grill requires special precautions. Using a grill safely can prevent a happy cookout from turning into a disaster.

- A. All barbecue grills must be attended by an adult at all times when there are hot coals.
- B. As a courtesy to others, please take note of where the smoke from your grill is going and shift positions as needed.
- C. Always barbecue a safe distance away from any building or vehicle.

- D. When you are done cooking, you should douse the coals with water completely so there are no coals left burning. DO NOT THROW HOT COALS ON THE GROUND OR IN A GARBAGE DUMPSTER.
- E. NEVER leave lighter fluid unattended where children can reach it. Use only those lighter fluids specifically designed for barbecues.
- F. Gas grills may not be stored indoors or alongside your unit as this is health and safety concern. Place your grill at least five (5) feet away from your unit.

XVI. COMPLAINT POLICY

The Tenant is responsible for excessive noise or disturbances that interfere with the rights, comforts, or convenience of other persons whether caused by Tenants, their spouse, children, guests, or roommates. The Tenant is also responsible for all other policy or lease violations that occur. Anyone may submit a complaint concerning alleged lease or policy violations. Complaints, lease and policy violations are handled by Residential Life staff members. Residential Life Department encourage residents to deal directly with one another on complaints whenever possible. In the event that this communication is not effective, one of the following may be implemented:

1. The Residential Life Department may be asked to assist with the problem. All parties will be contacted or brought together to voice concerns. A workable compromise is sought. The Violations Committee is required to deal with obvious violations.
2. A written complaint may be submitted to the Residential Life Department. Such a complaint should include specifics about the problem (date, time, persons, and problem) and must be signed by the complainant. Upon receipt of the complaint, the Residential Life will determine the action to be taken. The following options will be considered:
 - a. The complaint may be resolved through conversation, referral, or mediation.
 - b. Both parties may be called together to discuss the complaint.
 - d. Anonymous complaints will be investigated when a violation of either UTTC or Residential Life policies is believed to exist. If the nature of the complaint leaves reason to suspect a safety or security problem, this complaint may also be investigated. If a violation does not exist, no action will be taken.

XVII. VIOLATION POLICY

Please refer to the Student Handbook Code of Conduct, pages 60-65. Approved 6/02/2016