

# **University of Wisconsin-La Crosse Housing Contract**

## **TERMS AND CONDITIONS: SUMMER 2024**

IN CONSIDERATION of the mutual covenants by The Board of Regents of the University of Wisconsin System operating as the University of Wisconsin-La Crosse, Office of Residence Life (hereinafter referred to as "ORL") and you, the student (hereinafter referred to as "resident"), signing the contract, IT IS AGREED AS FOLLOWS:

**The resident understands this is a legally binding contract.**

The resident understands and agrees that this contract is for a room assignment determined by ORL. This contract does not guarantee assignment to a particular residence hall, room, or with a particular roommate. Failure to honor an applicant's assignment preference will not void the contract.

This document and those referred to within it constitute the University of Wisconsin-La Crosse housing contract. Failure to read this agreement, the information provided on the ORL website or other distributed materials do not excuse the resident from complying with the terms and conditions, rules, policies, and procedures contained herein.

### **1. RATES AND PAYMENT INFORMATION**

#### **A. Rates**

The summer housing rates are published on the [UWL Residence Life website](#). Summer housing is billed at a nightly rate of \$27/night. Housing billing will be applied to residents' accounts on a weekly basis throughout the summer. After the resident checks out of summer housing, residents' last week's billing will be prorated based on residents' check out date. The first day of summer housing is Monday, May 13, 2024. The last day of summer housing is Friday, August 16, 2024.

#### **B. Cancellation of Contract**

This contract can be cancelled at any point before a resident checks in for summer housing. Cancellation must be provided either in writing or electronic communication to the ORL.

#### **C. Payment**

Residents will be billed on a weekly basis throughout the summer. The final week's billing for summer housing will be prorated based on the residents' check out date, after the conclusion of the residents' stay. Charges will be billed to the residents' UWL student account.

#### **D. Indebtedness**

Failure to satisfy the financial obligations accrued under this contract in a timely manner may result in:

- a. A hold being placed on your records preventing the issuance of grade transcripts and/or enrollment;
- b. Denial of reassignment; and/or
- c. Cancellation of this contract;
- d. Eviction

### **2. TERMS, ASSIGNMENTS AND ROOMMATES**

#### **A. Eligibility to Reside in UWL Residence Halls**

In order to participate in summer housing, resident must be an enrolled student at the University of Wisconsin-La Crosse for the prior spring term, for the summer term, or for the upcoming fall term by the date of residents' summer housing check-in, be employed as a student employee at the University of Wisconsin-La Crosse, or otherwise determined eligible by the Director of Residence Life or the Director's designee.

Residents must be able to perform their own independent tasks or provide an attendant to assist the resident. Residents are responsible for their own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. Residents are expected to utilize the various resources available to provide care for themselves. Residents with the inability or perceived inability to care for themselves and/or who cause harm to themselves, or others may be asked to adhere to an action plan and/or may have their housing contract cancelled.

#### **B. Resident Agrees To:**

Resident agrees to:

- a. Make complete payments of all ORL fees.
- b. Abide by [policies and procedures](#) located on the ORL website and all rules and regulations of the University of Wisconsin-La Crosse, which are incorporated by reference and made a part of this contract.
- c. Honor the terms and conditions stated in this contract; and
- d. Read and act upon all electronic communications sent by ORL.

#### **C. Contract Term/Vacation Periods**

This contract is for Summer 2024, which will include housing available from May 13, 2024, to August 16, 2024. Dates of stay will be determined by the resident within the summer housing application. Extensions and/or changes to the contract term may be granted if available, and upon the approval of the ORL.

#### **D. Vacating**

Resident must vacate the UWL residence halls within 24 hours if the resident:

- a. Receives notification that the residents' contract has been cancelled.
- b. Resident is no longer a matriculated student at the University of Wisconsin-La Crosse.

Exemptions to this policy must be approved through the ORL.

Under no circumstances may the resident remain in their room later than the last day of the contract term, unless approved by the ORL.

#### **E. Termination of Contract**

Summer housing reservations can be cancelled by sending an email notification to ORL.

ORL may terminate this agreement under the conditions stated in the following circumstances:

- a. Violations of rules and regulations: UWL ORL may terminate this agreement with appropriate notice if, after a conduct hearing, the resident is found to have violated rules or regulations as listed in the Residence Life Student Code of Conduct.
- b. Failure to comply with contract: If resident fails to comply with any portion of this agreement, ORL may terminate this contract with appropriate notice.
- c. Ineligible to return: This contract is automatically terminated if resident is declared academically ineligible to return for the year.
- d. Failure to vacate by August 16, 2024, will result in removal by UWL without notice.

#### **F. Assignment Policy**

ORL will not discriminate in assigning rooms or roommates to university residence halls on the basis of race, color, sex, sexual and romantic orientation, gender identity/expression, religion, disability, national origin, ancestry, familial status, political affiliation, veteran status, or age.

There is no guarantee of assignment to a particular room type or residence hall. Resident can be assigned to single, double, or triple rooms, as well as apartments.

ORL reserves the right to change room or residence hall assignments, to assign roommates, or to consolidate vacancies by requiring residents to move from single occupancy of a double room to double occupancy of a double room, or triple occupancy of a triple room in the same hall. ORL reserves the right to assign additional residents above the design capacity of designated rooms. As deemed necessary, the Director of Residence Life or the Director's designee may relocate any resident without cause or prior notice for health or safety reasons or to protect university property, restore operations, or meet the needs of the university community.

#### **G. Roommates**

Resident may request a specific roommate or indicate an interest in being assigned a random roommate. All roommate requests must be mutual and there is no guarantee of an assignment with a specific individual. Assignment changes or contract decisions are made on an individual basis and are not influenced by actual or preferred roommate pairings. Failure to honor the residents' roommate preferences will not void the contract.

ORL will share the residents name and email address with any assigned roommate(s) unless a Federal Education Rights & Privacy Act (FERPA) restriction is placed on this data. Residents wishing to restrict some, or all directory information should contact the [UW-La Crosse Office of Records & Registration](#).

#### **H. Room Changes and Checkouts**

Resident may change rooms only with prior authorization from ORL. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to the residents' authorized assignment, and/or disciplinary action. If granted a room change, resident is expected to follow checkout procedures as outlined below.

Resident agrees to follow the proper checkout procedures provided to the resident by ORL prior to changing rooms or leaving the residence hall. Failure to return the assigned room key at the time of checkout will result in a charge to the residents' account to change the lock on the room door. A room inspection by ORL personnel will serve as the basis for any room charges. Extra cleaning by ORL personnel, damage to the room, and/or abandoned property requiring storage until disposal will result in a service charge to the residents' university account.

### **3. SAFETY AND ROOM MAINTENANCE**

#### **A. Room Entry**

ORL reserves the right to enter the residents' room in the interest of health, safety, security, and building maintenance. When possible, advance notice of room entry will be given. ORL employees are required to report any violations of university regulations and/or terms of this contract observed when in the residents' room.

#### **B. Facility Repairs and Improvements**

ORL reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy periods.

#### **C. Damages and Labor Charges**

Upon moving into the assigned room/suite/apartment, the resident should notify an ORL staff member about any issues related to the condition of the residents' assigned room.

Resident agrees to pay for any damages:

- a. To the building, including fire damage;
- b. For missing or damaged furniture, keys and other property; and/or
- c. Labor and other associated costs caused by the resident to UWL residence halls because of the residents' actions or intentions.

Where two or more residents occupy the same room/suite/apartment and responsibility for damage or loss in the

room cannot be ascertained by ORL, the cost of damage or loss will be divided and assessed equally among the residents of the room/suite/apartment. ORL reserves the right to assess common area damage charges to residents of a floor, and/or residence hall.

The Office of Residence Life is not responsible for damaged, stolen, or lost items in residence hall laundry facilities.

#### **D. Abandoned Personal Property**

Residents are responsible for removing all personal property from the university residence halls when the resident moves out. ORL has the right, without assuming any liability, to dispose of all personal property left or abandoned on the premises 30 days after the expiration or cancellation of the current contract. During such 30-day period, the University of Wisconsin Board of Regents, ORL and its officers, employees, and agents will not be responsible for loss, damage, or theft of residents' property.

#### **E. Liability and Insurance**

The Board of Regents of the University of Wisconsin System, its officers, employees, and agents have no legal obligation, nor any ability to provide reimbursement for residents' personal property resulting from loss, theft, water damage, vandalism, or any other perils, unless damage results from the negligence of a specific university employee.

Accordingly, resident agrees to hold harmless and indemnify The Board of Regents of the University of Wisconsin System, ORL and its officers, employees and agents, for damages sustained by resident or others, as a result of residents' acts or omissions, relating to any changes or modifications made by resident to the residents' room or furnishings, such as the configuration of loft beds, bunk beds, bookshelves, partitions, or other structures. This means that resident is financially responsible for injury to another party, or damage to their property, as a result of any equipment or items resident has constructed, created, purchased or used improperly, and that resident will pay any resulting claims on behalf of the University. Because ORL does not provide property insurance, residents are encouraged to secure their own renter's and liability insurance.

#### **F. Public Health Crisis**

The University of Wisconsin-La Crosse Office of Residence Life aims to deliver its mission while protecting the health and safety of students and minimizing the potential spread of disease within the community. In the case that the University of Wisconsin-La Crosse is impacted by a pandemic, such as the 2019 Novel Coronavirus ("COVID") or similar public health crisis, additional policies will be implemented that will impact the residents' housing experience.

1. **Health and Safety.** ORL expects that all members of the community—residents, staff, and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residents are prohibited from creating a health or safety hazard within the residence halls and the University may request or require a resident to leave the residence halls if their continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or ORL as it relates to public health crises, including COVID-19. This guidance may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, and other common spaces.
2. **Quarantine / Isolation / Separation.** At any time, the University may request or require a resident to

leave the residence hall when that resident's continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with requests from ORL to leave their assigned space due to COVID or other public health emergencies and failure to do so is a violation of the housing contract and may subject a student to emergency removal from the residents' assigned space. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a resident is recommended to self-quarantine or self-isolate, resident may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from the residence hall to isolate or quarantine does not constitute a termination of a resident's housing contract.

3. **De-Densifying Efforts.** Residents are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergencies, including, but not limited to, the relocation of all or some residents to alternative housing. Relocation does not constitute a termination of a residents' housing contract. In the event ORL must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time.
4. **Cleaning.** ORL will continue to implement and modify its cleaning protocols to address COVID or other public health emergencies in the interest of minimizing the spread of disease. ORL will educate and inform residents on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
5. **Termination.** Upon reasonable notice, ORL reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event ORL terminates housing contracts due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

#### 4. COMMUNICATION & CONTRACT CLARIFICATIONS

##### A. Contract Assignment

Resident cannot assign this contract to another person nor sublet any part of the premises.

##### B. Contract Changes

Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Residence Life or the Director's designee.

##### C. Oral and Electronic Representation

ORL will not make any oral agreement or oral representation to the resident or any person acting on the resident's behalf. ORL will not rely on any oral representation from the resident or any third party concerning the University of Wisconsin-La Crosse housing contract. The entire UWL housing contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied. Neither the resident nor ORL rely on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.

##### D. Official Communication with the Resident

ORL will communicate with the resident using the UW-La Crosse email address. The residents' room assignment information and all future emails from ORL will be sent to the uwlax.edu email address. Resident is therefore responsible for checking this email account. ORL is not responsible for missed email communication that is sorted to a spam folder or blocked by your email provider.