University Residence Halls Contract
TERMS AND CONDITIONS: ACADEMIC YEAR 2017-18

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 "you" and/or "resident"), signing the contract, IT IS AGREED AS FOLLOWS:

You understand this is a legal binding that cannot be cancelled after May 1, 2017 if you attend UW–La Crosse during the 2017-18 academic year.

You understand and agree 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 preferences will not void the contract.

This document and those referred to within it constitute the University of Wisconsin–La Crosse housing contract for single student housing. Failure to read this agreement, the information provided on the Office of Residence Life website or other distributed materials do not excuse you from complying with the terms and conditions, rules, policies and procedures contained therein.

Submission of your contract and deposit payment indicate your agreement to the terms and conditions of the contract and make the agreement legally binding on both parties.

1. ELIGIBILITY TO RESIDE IN UNIVERSITY RESIDENCE HALLS
You must be an enrolled student at the University of Wisconsin–La Crosse or otherwise determined eligible by the Director of Residence Life. ORL reserves the right to cancel your contract if you are registered for nine (9) credits or less, unless continued residency is approved by the Director of Residence Life or the Director's designee.

You must be able to perform your own independent tasks or provide an attendant to assist you. You are responsible for your own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. You are expected to utilize the various resources available to provide care for yourself. Students 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 leave the university residence halls.

2. UNIVERSITY AGREES
ORL hereby grants you occupancy to the residence hall room under the terms and conditions stated herein. Information on the www.uwlax.edu/reslife/ website, including move-in and move-out schedules, is incorporated by reference and made a part of this contract.

3. RESIDENT AGREES
You, as the resident, agree to:

a. Make complete payments of all ORL fees, including the $75.00 deposit unless a deferment has been approved by the Director of Residence Life or the Director's designee;
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.

4. CONTRACT ASSIGNMENT
You cannot assign this contract to another person nor sublet any part of the premises.

5. 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.

6. ORAL AND ELECTRONIC REPRESENTATION

ORL will not make any oral agreement or oral representation to you, the student, or any person acting on your behalf. ORL will not rely on any oral representation from you or any third party concerning any University Residence Halls Contract. The entire University Residence Halls Contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied. Neither you, the student, nor ORL are relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.

Your UW-La Crosse issued Net ID and password are, per the UW-La Crosse Responsible Use of Information Technology Policy, intended for your (the student's) use only. You will use your Net ID and password to access the housing application through WINGS.

7. OFFICIAL MEANS OF COMMUNICATION TO/WITH THE STUDENT

ORL will communicate with you (the student) using the UW-La Crosse email address you will receive upon acceptance to UWL. Your room assignment information and all future emails received from ORL will use the uwlax.edu email address for official communication. You are responsible for checking the uwlax.edu email account and should use the uwlax.edu account for conducting all university related business. Forwarding emails from your uwlax.edu account to other email accounts is not an excuse for missed action on university business. Most ORL emails will include the official UW-La Crosse logo and all emails will come from an email address containing uwlax.edu in the domain. ORL is not responsible for missed email communication that is sorted to a spam folder or blocked by your email provider.

8. CONTRACT TERM

This contract is for the entire 2017-18 academic year. Fall and spring residence hall opening and closing dates and times can be found at www.uwlax.edu/reslife/.

If entered into after the first day of move-in, this contract applies only to the balance of the 2017-18 academic year. If the university revises the dates of the academic year, the revised dates will apply and will not change the financial obligations of this contract. ORL further reserves the right to adjust opening dates each semester in order to adapt to the academic calendar of the university without any adjustment to rates.

9. VACATION PERIODS

You may not occupy your room later than 24 hours after your last instructional period/exam of the semester without prior approval from residence life staff for your hall. All halls will remain open during the Thanksgiving break. Only Reuter Hall and Eagle Hall will remain open during the December/January holiday and spring break period. Closing and opening schedules for break periods can be found at www.uwlax.edu/reslife.

10. RATES

The 2017-18 rates will be finalized by summer 2017. 2016-17 rates are located at www.uwlax.edu/reslife for reference. Rates include a fee for use by resident student organizations to provide educational and social programming to residents.

11. PAYMENT

Payment will be made in accordance with the 2017-18 billing schedule.

12. DEPOSIT/ADVANCE PAYMENT

The deposit and advance payment submitted will be credited to 2nd semester bill unless it becomes necessary to withhold the credit to cover other costs incurred by you under the terms of this contract or other university account balances.

13. INDEBTEDNESS

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

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

14. CANCELLATION OF CONTRACT BY ORL

ORL may cancel or temporarily suspend performance of any part of this contract in the event of an emergency that would make continued operation for student housing not feasible. ORL reserves the right to deny or cancel a University Residence Halls Contract if you:

a. Lose eligibility as defined in this contract under Item 1, ELIGIBILITY;
b. Fail to properly complete or misrepresent information on the contract;
c. Fail to comply with any portion of this contract or a prior contract you held with ORL;
d. Fail to satisfy in a timely manner all financial obligations accrued under this or a previous ORL contract, including all required advance payments;
e. Have a record of past failure to meet financial obligations in a timely manner;
f. Violate rules or regulations listed or referred to in this contract and/or ORL policies and procedures and/or the University of Wisconsin Administrative Code, including chapters UWS 17: Student Nonacademic Disciplinary Procedures; and/or UWS 18: Conduct on University Lands. If your contract is cancelled any time during the academic year for disciplinary reasons, ORL reserves the right to deny or cancel a University Residence Halls Contract for any future academic terms; and/or
g. Have a proven criminal record or demonstrate behavior that your presence in the university residence halls may provide an unreasonable risk to yourself or to others in the university community, including students, faculty, and staff.

You will receive written notification electronically and/or by letter, which will provide a date by which you must vacate the university residence halls. In the case of a serious violation, or a reasonable belief that a threat exists, you may be required to vacate within 24 hours or sooner. Cancellation of your housing contract may result in the loss of your employment with ORL.

15. REQUEST TO CANCEL CONTRACT BY PROSPECTIVE/CURRENT RESIDENT

You may apply in writing, electronically or by letter, to ORL to cancel your University Residence Halls Contract. ORL retains the right to grant or deny any cancellation request. You are welcome to provide any additional documentation in support of a cancellation request. ORL may consult with another university office or department regarding your cancellation request. A cancellation request is given priority if you:

a. Are not attending or are no longer an enrolled student at the University of Wisconsin-La Crosse;
b. Participate in an internship, research, or study abroad program that requires living away from La Crosse;
c. Demonstrate serious extenuating circumstances when, in the ORL's judgment, living elsewhere is warranted.

Requests for a release from the University Residence Halls Contract to live off-campus (including but not limited to privately owned residence halls, apartments) are **only** considered when demand for housing contracts exceeds availability as determined by ORL. Students requesting an off-campus release will receive an email directing them to complete paperwork, as well as the schedule of notification regarding off-campus decisions. Students living in extended housing or assigned later in the summer do not factor into off-campus release decisions. In the unlikely event that an off-campus release request is granted, there is an automatic forfeiture of the deposit regardless of when the request is made.

16. CANCELLATION FEES AND REFUNDS

A. Deposits

Approved contract cancellations prior to May 1, 2017 will receive a full refund of the $75.00 deposit. Cancellations after May 1, 2017 forfeit the $75.00 deposit.

Forfeiture charges will not be assessed if your cancellation request is granted for one of the following reasons:

a. Your admission to the University of Wisconsin-La Crosse is revoked.
b. You are dropped from the University of Wisconsin-La Crosse for academic reasons.
c. You graduate after the fall term.
d. You or a member of your immediate family has a serious illness or injury that prevents you from attending the University of Wisconsin-La Crosse.
e. You transfer to another University of Wisconsin campus and contract to live in the university-owned residence halls on that campus for the term of this contract.
f. You experience a substantial and unanticipated financial hardship since signing your contract.
g. You have been called to active duty for the United States military.
h. You become married.

B. Housing for Cancellations on or after September 1, 2017

Approved contract cancellations made by the ORL will result in full housing charges up to the day you complete appropriate checkout procedures as outlined under Section 24 of this contract. You will be refunded any unused housing fee payments on a prorated basis. The amount of your refund will be applied to damages (as outlined in Section 25 of this contract) or other university account balances. Refunds of housing will not be made for departures during the last 15 nights of the first or second semester.

17. ASSIGNMENT POLICY

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

ORL will do its best to honor student preferences for an assignment, however, there is no guarantee of an assignment to a particular room type, residence hall, or learning community. Students can be assigned to single, double, or triple rooms, as well as apartments or extended housing. All residents with a binding contract will receive assignment information in mid-July 2017.

Failure to honor assignment preferences, assignments made later in the summer or an assignment to extended housing are not grounds for a release from the contract.

ORL reserves the right to change room or hall assignments, to assign roommates, or to consolidate vacancies by requiring you 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.

Smoking is not permitted anywhere in the university residence halls including student rooms and public areas such as dens, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any university residence hall.

18. ROOMMATES

You are welcome to request a specific roommate or indicate an interest in being assigned a random roommate. Your preferences must be electronically submitted by early May. 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. Decisions made regarding a student's contract or assignment do not alter the status of the roommate's contract or assignment. Failure to honor your roommate preferences will not void the contract.

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

Behaviors with the purpose to bully, intimidate, harass, and/or physically harm a potential roommate either in-person, verbally, or through electronic medium (including but not limited to social media websites, texts, email, and/or instant messaging) may result in assignment to a different room and/or residence hall and/or cancellation of the residence hall contract. Cancellation of your contract by ORL does not relieve you of any fees and/or charges owed under this contract.

19. ROOM CHANGES

You 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 your authorized assignment and/or disciplinary action. If granted a room change, you are expected to follow checkout procedures as outlined in Section 24 of this contract.

20. LIABILITY & INSURANCE

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 your 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, you agree 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 you or others, as a result of your acts or omissions, relating to any changes or modifications made by you to your room or furnishings, such as the configuration of loft beds, bunk beds, bookshelves, partitions, or other structures. This means that you are financially responsible for injury to another party, or damage to their property, as a result of any equipment or items you have constructed, created, purchased or used improperly, and that you will pay any resulting claims on behalf of the university. Because ORL does not provide property insurance, residents are encouraged to secure their own renters and liability insurance.

21. ROOM ENTRY

ORL reserves the right to enter your 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 your room.

22. FACILITY REPAIRS/IMPROVEMENTS

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

23. VACATING

You must vacate the university residence halls within 24 hours if you:

a. Receive notification that your contract has been cancelled;
b. Are no longer a student at the University of Wisconsin-La Crosse; and/or
c. Have had your last instructional period/exam of the semester.

If you are graduating from the university, you may remain in your room until Commencement Day. Under no circumstances may you remain in your room later than building closing time on the last day of the contract term.

24. CHECKOUTS FOR ROOM CHANGES, CANCELLATIONS OR END OF CONTRACT TERM

You should begin the checkout process only after receiving prior written notification from ORL or at the end of your contract term. You agree to follow the proper checkout procedures provided to you prior to changing rooms or leaving the residence halls. Failure to return your room key at the time of checkout will result in a charge to your account to change the lock on your room door. A room inspection by ORL personnel will serve as the basis for any room change charges. Extra cleaning by ORL personnel, damages to your room, and/or abandoned property requiring storage until disposal will result in a service charge to your university account.

25. DAMAGES AND LABOR CHARGES

You agree 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 costs caused by you to university residence halls because of your actions or intentions.

Where two or more residents occupy the same room 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. ORL reserves the right to assess common area damage between residents of a floor, and/or hall.

26. ABANDONED PERSONAL PROPERTY

You are responsible for removing all personal property from the university residence halls when you move 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 your property.

27. MEAL PROGRAM

As a residence hall student you are required to sign-up and participate in a university meal plan regardless of class standing or hall assignment.