

# *University of Wisconsin-La Crosse Housing Contract*

## **TERMS AND CONDITIONS: ACADEMIC YEAR 2020-21**

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 legally binding contract that cannot be cancelled without penalty after March 1 (returning students) or May 1, 2020 (new students) if you attend UW-La Crosse during the academic year 2020-21.**

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 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 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 herein.

Submission of your contract and deposit payment of \$150 indicate your agreement to the terms and conditions of the contract and make the agreement legally binding on both parties.

### **1. CANCELLATION AND REFUND POLICIES**

#### **A. Deposit/Advance Payment**

The \$150 deposit will be credited to second semester bill for those fully honoring their housing contract.

#### **B. Deposit and Cancellation of Contract**

##### **NEW STUDENTS**

**Contract cancellations prior to May 1, 2020 will receive a full refund of the \$150 deposit.** After May 1, the entire \$150 deposit will be forfeited. Cancellations made prior to May 1 do not need to go through a formal cancellation process.

##### **RETURNING STUDENTS**

**Contract cancellations prior to March 1, 2020 will receive a full refund of the \$150 deposit.** After March 1, the entire \$150 deposit will be forfeited. Cancellations made prior to March 1 do not need to go through a formal cancellation process.

#### **C. Contract Cancellation after March 1 (returning students) or May 1 (new students)**

After March 1/May 1\* (see specific date above), contract cancellation will be considered only under the following conditions:

- a. Your admission to the University of Wisconsin-La Crosse is revoked.
- b. You are academically ineligible to return to the University of Wisconsin-La Crosse.
- c. 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.
- d. You have been called to active duty for the United States military.
- e. You get married..
- f. You are not physically attending or are no longer an enrolled student at the University of Wisconsin-La Crosse.
- g. You are participating in an internship, research, or study abroad program that requires living away from La Crosse.
- h. You can demonstrate unusual and compelling circumstances that in ORL's judgment living elsewhere is warranted.

After March 1, returning students may submit a request to cancel your UWL Housing Contract through the housing contract and application page on the ORL website, while new students must cancel by contacting the Admissions Office. The ORL Housing Appeals Committee or their designee retains the right to grant or deny any cancellation request and may also determine whether a cancellation fee or loss of deposit will occur. 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.

**You may request a buyout of your UWL Housing Contract at any time by paying a non-negotiable 85 percent of housing fees remaining under the contract. Fees remaining under the contract is defined as the time from the day you move out of the residence halls until the end of the academic year. If a buyout is sought prior to the start of the academic year, the cost is 85 percent of all housing fees for the entire contract term (August to May). This formula may also be used in situations when you do not fulfill your contract obligations.**

Requests for a release from the UWL Housing Contract to live off-campus are **only** considered when demand for housing contracts exceeds availability *as determined by ORL*. Students requesting an off-campus release must complete the Housing Contract Cancellation Request Form on the ORL website. 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.

#### **D. 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 UWL Housing Contract if you:

- a. Lose eligibility as defined in this contract under Item 3. A. below.
- 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 deposit and cancellation fees.
- e. 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 UWL Housing Contract for any future academic terms.
- f. Have a proven criminal record or demonstrate behavior that your presence in the UWL 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 that will provide a date by which you must vacate UWL 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.

## **2. RATES AND PAYMENT INFORMATION**

### **A. Rates**

The 2020-21 rates will be finalized in the summer of 2020 by the Board of Regents. Current residence hall room rates are published on the [UWL Residence Life website](#). Updated rates will be posted after approval by the Board of Regents.

### **B. Payment**

Payment will be made in accordance with the [2020-21 billing schedule](#).

### C. 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.

### D. 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 years living in the residence halls. Requests to be released from the meal contract are done through [Dining Services](#).

## 3. TERMS, ASSIGNMENTS AND ROOMMATES

### A. Eligibility to Reside in UWL 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 or Director's designee. 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.

Living on campus is required for first year students except for students who have a permanent home address within 25 miles of campus.

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 may have their housing contract cancelled.

### B. Resident Agrees To:

- a. Make complete payments of all ORL fees, including the \$150 housing deposit unless a waiver 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.

### C. Contract Term/Vacation Periods

This contract is for the entire 2020-21 academic year. Fall and spring residence hall opening and closing dates and times can be found on the table below. **Winter Break is not covered by fall or spring semester rates. Students will be charged \$100 for any portion or for the entirety of the Winter Break.** Students will need to complete the Winter Break Housing Contract. Students will be billed separately for the winter break period.

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.

All halls will remain open during Thanksgiving, winter, and spring breaks. Closing and opening schedules are on the [UWL Residence Life website](#).

Office of Residence Life Schedule of Occupancy Fall Semester 2020	
Sunday, August 30, 2020	<b>Halls open for early arrivals.</b> Early arrival charges (\$21.50/night) will be assessed from this date through Tuesday, September 1, 2020.
Sunday, August 30- Wednesday, September 2, 2020	<b>Early drop-off of student belongings</b> No charge assessed.
Wednesday, September 2, 2020	Early arrival charges will no longer be assessed from this date.
Thursday, September 3- Saturday, September 5, 2020	<b>Hall Move In Day</b> -determined by assigned hall. See Residence Life website for specific move in information.
Wednesday, December 23, 2020	<b>Residence Halls Close</b> - All halls will be open for winter break (additional break housing charge assessed)
Winter Term 2020-2021	
Wednesday, December 23, 2020 –Tuesday, January 19, 2021	<b>All Halls Remain Open.</b> Students will be assessed a \$100 to stay any portion or the entirety of the winter break period. Students must register with Residence Life in order to stay during the Winter Term.
Spring Semester 2021	
Sunday, January 17, 2021	Limited Front desk hours begin in all residence halls (Sunday, January 17 through Tuesday, January 19 still included in the Winter Term)
Saturday, January 23, 2021	<b>Hall Move In Day</b> - for new spring 2020 students.
Saturday, May 15, 2021	<b>Residence Halls Close</b>

#### D. Vacating

You must vacate the UWL 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.

Exemptions to this policy must be approved through the Office of Residence Life.

Under no circumstances may you remain in your room later than the last day of the contract term, unless approved by the Office of Residence Life.

#### E. 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. Students can be assigned to single, double, or triple rooms, as well as apartments or extended housing.

ORL reserves the right to change room or residence 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. 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.

#### F. Extended Housing

When housing demand exceeds existing on campus supply, ORL reserves the right to assign additional residents above the design capacity of designated rooms. This includes assigning 3 students to a double room and 4-5 students to a quad room. The priority is to move students out of extended housing as vacancies occur. During our hall renovations, some students might remain in extended housing. Most students assigned to extended housing are those who have housing application and contracts that are submitted after March 1<sup>st</sup>. Assignments are based on the date of the completed application.

#### G. Roommates

You are welcome to request a specific roommate. Your preferences must be electronically submitted through the contract and application process. 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 your roommate preferences will not void the contract.

ORL will share your name and email address 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](#).

#### H. Room Changes and Checkouts

You may only change rooms 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 below.

You agree to follow the proper checkout procedures provided to you by ORL prior to changing rooms or leaving the residence hall at the end of the semester/academic year. 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. Failure to properly check out of your room will result in a \$50 Improper Check Out charge. A room inspection by ORL personnel will serve as the basis for any room 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.

### 4. SAFETY AND ROOM MAINTENANCE

#### A. 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.

#### 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

You agree to pay for any damages caused by you.

- 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

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 charges to residents of a floor, and/or residence hall.

#### D. 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.

#### **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 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.

### **5. COMMUNICATION & CONTRACT CLARIFICATIONS**

#### **A. Contract Assignment**

You 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 you or any person acting on your behalf. ORL will not rely on any oral representation from you 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 you nor ORL are relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.

#### **D. Official Communication with the Student**

ORL will communicate with you using the UW-La Crosse email address that you will receive upon acceptance to UWL. Your room assignment information and all future emails from ORL will be sent to the uwlax.edu email address. You are 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.