

University of Wisconsin-La Crosse Housing Contract

TERMS AND CONDITIONS: SUMMER 2023

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.

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.

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 \$26/night, with a one-week (7 days) minimum billing. Housing billing will be applied to students accounts on a weekly basis throughout the summer. After you check out for summer housing, your last week's billing will be prorated based on your check out date. The first day of summer housing is Monday, May 15, 2023. The last day of summer housing is Friday, August 18, 2023.

B. Cancellation of Contract

This contract can be cancelled at any point before student checks-in for summer housing. Cancellation must be provided either in writing or electronic communication to the Office of Residence Life.

C. Payment

UWL students will be billed for their summer housing after the conclusion of their stay. Charges will be billed to their 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 you 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 your 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.

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:

You, as the resident, agree 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 2023, which will include housing available from May 14, 2023 through August 18, 2023. Dates of stay will be determined by the resident within the summer housing application.

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. 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 hearing with the Director of Residence Life, the resident is found to have violated rules or regulations as listed in UWL publications.
- b. Failure to comply with contract: If you fail 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 you are an upper-class student and are declared academically ineligible to return for the year.
- d. Failure to vacate by August 18, 2023 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. Students 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 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.

G. Roommates

You 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 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](#).

H. Room Changes and Checkouts

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 below.

You agree to follow the proper checkout procedures provided to you by ORL prior to changing rooms or leaving the residence hall. 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 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.

3. 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

Upon moving into your assigned room/suite/apartment, you should notify an Office of Residence Life staff member about any issues related to the condition of your assigned room.

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 and other associated costs caused by you to UWL 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 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

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.

F. Public Health Crisis

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

1. **Health and Safety.** We expect 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 residential students 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. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or Residence Life 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, computer rooms, 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. Residential students are required to comply with requests from Residence Life to leave their assigned space due to COVID or other public health emergency and failure to do so is a violation of the housing contract and may subject a student to emergency removal from their assigned space. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students 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 residential student's housing contract.
3. **De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event Residence Life 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.** Residence Life will continue to implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease. Residence Life will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
5. **Termination.** Upon reasonable notice, Residence Life reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event Residence Life 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

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. 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.