

# *University of Wisconsin-La Crosse Housing Contract*

## **TERMS AND CONDITIONS: ACADEMIC YEAR 2021-22**

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 approval from Residence Life after May 1, 2021 if you attend UW-La Crosse during the academic year 2021-22.**

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.

All first year students are required to live on campus except for those students who have a permanent home address within 25 miles of campus. Any exceptions must be approved by the Director of Residence Life or the Director's designee.

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 applied 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, 2021 will receive a full refund of the \$150 deposit.** After May 1, the entire \$150 deposit will be forfeited. All new student cancellations must be submitted via the Admission Office.

##### **RETURNING STUDENTS**

**Contract cancellation requests submitted prior to May 1, 2021 will be automatically approved and will receive a full refund of the \$150 deposit. After May 1, 2021, contracts CANNOT be cancelled without approval from Residence Life.** If contract cancellation is approved after May 1, the entire \$150 deposit will be forfeited.

#### **C. Contract Cancellation after May 1**

After May 1, contract cancellation will be considered only under the following conditions:

1. Your admission to the University of Wisconsin-La Crosse is revoked.
2. You are academically ineligible to return to the University of Wisconsin-La Crosse.
3. 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.
4. You have been called to active duty for the United States military.
5. You get married.
6. You become a parent.

7. You are not physically attending or are no longer an enrolled student at the University of Wisconsin-La Crosse.
8. You are participating in an internship, research, or study abroad program that requires living away from La Crosse.
9. You can demonstrate unusual and compelling circumstances that in ORL's judgment living elsewhere is warranted.

#### **D. Contract Cancellation Request Process**

Returning students may submit a request to cancel their UWL Housing Contract through the [housing portal](#). 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.

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 should not sign an off-campus lease until they have been notified by ORL that they have been released from their housing contract. Students requesting an off-campus release must complete the contract cancellation request form on the [housing portal](#). 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.

**If your contract cancellation request is denied you may request a buyout of your UWL Housing Contract 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.**

#### **E. 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:

1. Lose eligibility as defined in this contract under Item 3. A. below.
2. Fail to properly complete or misrepresent information on the contract.
3. Fail to comply with any portion of this contract or a prior contract you held with ORL.
4. 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.
5. 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.
6. 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 2021-22 rates will be finalized in the summer of 2021 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 [2021-22 billing schedule](#).

#### C. Indebtedness

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

1. A hold being placed on your records preventing the issuance of grade transcripts and/or enrollment;
2. Denial of reassignment; and/or
3. Cancellation of this contract;
4. 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 less than twelve (12) undergraduate credits or less than nine (9) graduate credits, 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 may have their housing contract cancelled.

#### B. Resident Responsibilities

1. 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.
2. 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.
3. Honor the terms and conditions stated in this contract; and
4. Read and act upon all electronic communications sent by ORL.

#### C. Contract Term/Vacation Periods

This contract is for the entire 2021-22 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 staying 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](#).

<b>Office of Residence Life Schedule of Occupancy Fall Semester 2021</b>	
Sunday, August 29, 2021	<b>Halls open for early arrivals and early belonging drop-off.</b> Early arrival housing charges may apply.
Wednesday, September 1– Sunday, September 6, 2021	<b>Hall Move In Day</b> -determined by assigned hall. See Residence Life website for specific move in information.
Wednesday, December 1, 2021	<b>Check-outs after this date are not prorated</b>
Wednesday, December 22, 2021	<b>Residence Halls Close</b> - All halls will be open for winter break (additional break housing charge assessed)
<b>Winter Term 2021-2022</b>	
Wednesday, December 22, 2021 –Tuesday, January 18, 2022	<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.
<b>Spring Semester 2022</b>	
Wednesday, January 19, 2022	<b>First day to move in for spring 2021 without break fee.</b>
Saturday, January 22, 2022	<b>Hall Move In Day</b> - for new spring 2021 students.
Sunday, May 1, 2022	<b>Check-outs after this date are not prorated</b>
Saturday, May 14, 2022	<b>Residence Halls Close</b>

#### D. Vacating

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

1. Receive notification that your contract has been cancelled.
2. 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 housing 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.

1. To the building, including fire damage;
2. For missing or damaged furniture, keys and other property; and/or
3. 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.

#### **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.

## 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 enrollment 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.