UWL Residence Hall Contract 2014-2015

The following constitutes the University of Wisconsin-La Crosse (UW-L) housing service contract for student housing. The housing services described in this agreement are being offered to you under the terms and conditions stated herein.

You can indicate your acceptance of this offer of Residence Life services by completing the Contract Acceptance Form and submitting a $75 advance payment to the Office of Residence Life. Completing and submitting the online form means that you have read, understood, and agreed to all of the terms and conditions of the contract. Furthermore, you agree to abide by all state and federal laws and University and residence hall regulations, as outlined in University publications. Any changes in the rules and regulations may be made by the University during the term of the contract, with changes being published in advance. However, implementation of these changes may be immediate if the health and safety of people is affected by a delay (providing space is available).

This agreement will become legally binding on both parties when we receive your completed online form and advance payment.

1. Eligibility
You must be enrolled at UW-L and be determined eligible by the Director of Residence Life or appropriate UW-L authority.

2. Contract length
This contract is for the full academic year and cannot be terminated or cancelled except under the conditions cited in the Termination of contract section of this agreement. If entered into after the academic year begins, this agreement applies only to the balance of the 2014-2015 academic year.

3. University agrees
The Office of Residence Life (ORL), an agent of UW-L, agrees to furnish you: housing in the residence halls under the terms and conditions herein stated and as described in the informational materials which are by reference made a part of this agreement. Those documents include: the Residence Hall Handbook "Living On," the student handbook, the "Eagle Eye" web page, and the current UW-L undergraduate and graduate catalogs.

4. Resident agrees
You agree to make payment of all fees specified in the payment schedule, to observe
all rules and regulations of UW-L which are by reference a part of this contract, and to honor the terms and conditions stated in this contract.

5. Rates
A rate sheet and payment schedule will be sent by the University Cashier's Office. The ORL, as a non-profit, self-supporting enterprise, reserves the right to adjust contract rates. A $17.50 per student per semester program fee is included in the overall housing rate for residence hall student programming.

6. Payment
Payment will be made in accordance with the University Cashier's Office Payment Schedule.

7. Indebtedness
Failure to satisfy the financial obligations accrued under this agreement may result in the denial of issuance/transfer of grade transcripts and/or enrollment; and/or eviction, pursuant of University rules and regulations governing the imposition of these sanctions.

8. Meal program
All students living in a residence hall are required to be on a meal plan regardless of his/her class standing.

9. Assignment policy
The ORL will not discriminate in room or hall assignment on the basis of race, color, religion, sexual orientation, national origin or ancestry. Continuing residents will be given the opportunity to select their room for 2014-2015 in accordance with reassignment and selection procedures announced by the ORL. New residents will be assigned to their preferred hall to the extent possible. Failure to honor assignment preferences will not void this contract. The ORL reserves the right to change room or hall assignments, to assign roommates or to consolidate vacancies by requiring residents to move from single occupancy of double rooms to double occupancy in the same hall.

10. Temporary housing
If you are assigned to a space designated as temporary housing, you will be given a permanent assignment as soon as space permits. The move to permanent assignment may or may not require you to move to a different residence hall. Room rates are not adjusted for temporary housing.

11. Advance payment
A. An advance payment of $75 for the academic year is required to hold a room
reservation and must be submitted to the ORL. The $75 will be applied to second semester room fees. Students who voluntarily withdraw from the University during, or at the end of the first semester, forfeit the $75 advance payment.

B. Students may cancel their fall semester room reservation by sending a written notification to the ORL on or before May 1, 2014 and receive a full $75 refund. Between May 1, 2014 and June 2, 2014, students who cancel with a written cancellation will receive a refund of $50 of their $75 advance deposit. The remaining $25 becomes an administrative charge. Students canceling after June 2, 2014 will forfeit the entire $75 advance deposit. Students enrolling for spring semester housing only may receive a deposit refund with a written cancellation up until January 1, 2015.

C. Students who are declared academically ineligible will have their room reservation cancelled and be refunded their $75 advance deposit.

D. All refund requests must be submitted in writing to the Director of Residence Life, UW-La Crosse by June 2, 2014 (January 1, 2015 for spring housing only).

E. Residents transferring to another UW System school during the term of contract will be eligible for a refund of $75 if they live in a residence hall on that campus. Refunds will be processed upon receipt of verification from the residence life department of the campus to which the resident transfers.

12. Damages and costs
The resident agrees to pay the ORL for any damages, lost property, or unnecessary service costs caused by the resident through accident, neglect, or intent. When more than one resident occupies the same room, and responsibility for damage or loss in the room cannot be ascertained by the University, the cost of damage or loss will be divided and assessed equally between or among the residents of the room. In cases of loss, damage, or unnecessary service costs to common areas of the building, defined as begin those areas not assigned to an individual, the cost of repair, replacement and/or service may be assessed to each resident on a prorated basis. Residence hall staff will inventory the condition of the common areas of each building prior to occupancy of the building in the fall semester.

13. Vacation periods
Residents may not occupy their rooms during official University vacation and recess periods including spring break, semester breaks, and other scheduled hall closings based on the occupancy schedule. Residents are not allowed to enter residence halls during the scheduled vacation periods.

14. Vacating
The resident will vacate his/her room within twenty-four (24) hours after termination of this agreement, loss of student status, after his/her final examination of the semester, or according to the occupancy schedule, whichever occurs earliest. The Director of Residence Life has the right to administratively remove any resident upon
24 hours notice if, in the judgment of the Director of Residence Life, a resident's disruptive behavior will have an adverse influence upon the residence hall community by continued reference.

15. **Check-in and check-out**
Upon moving into his/her assigned room, the resident will complete, sign, and return to his/her Resident Assistant the Room Inventory Form. This Room Inventory Form will be an accurate and complete record of the contents and condition of the assigned room and will be the basis for room damage charges if assessed. When vacating the room, the resident agrees to follow established check-out procedure as outlined in distributed hall information, the Residence Hall handbook and calendar. This includes removing waste and debris and leaving the room in an acceptable, clean condition, and returning room key(s). Failure to follow established check-out procedure may result in the assessment of a $50 service fee and damage charges, if any. Any personal property left at the end of the contract term will be removed from the room. If not claimed within thirty (30) days, it will be considered abandoned and disposed of. During such 30-day period, UW-L officers, employees, and agents shall not be responsible for damage or theft of the property.

16. **Entry by staff**
In case of an emergency, University officials reserve the right to enter and inspect residence hall rooms at any time. Inspections will occur when necessary to protect and maintain the property of the University, the health and safety of its students, or whenever necessary to aid in the basic responsibility of the University regarding discipline and maintenance of an educational atmosphere. In such cases, effort will be made to notify the resident(s) in advance and to have resident(s) present at the time of entry.

17. **Termination of contract**
A. Cancellation: Cancellation of this contract is not possible except as provided in this *Termination of contract* section. Financial penalties associated with cancellation are specified in the section *Advance payment*.
B. Mandatory termination: If a student loses eligibility as defined in the section entitled *Eligibility*, termination of this contract is mandatory for both parties.
C. In the following situations you may apply to the ORL for a contract termination:
(1) Denial of admission, failure to attend, or withdrawal from the University including academic or disciplinary suspension.
(2) Assignment to a University-sponsored internship, research or other program: If you received an assignment to or are a participant in a University-sponsored internship, exchange (excluding the Minnesota-Wisconsin reciprocity agreement), or other University program which requires living away from La Crosse, you may apply for a contract termination.
(3) Medical or health problem: The ORL may grant a termination of contract if, in its judgment, you have a severe medical or health problem which is directly related to residence hall living. The resident must present documentation of the severity of the health problem through the University Health Center.

(4) Marriage: If you become married after entering into this contract, a copy of the marriage certificate must be presented before an application for termination will be considered.

(5) Permission to live with parents or close relatives: You may apply for termination in order to live with parents or close relatives who have moved to the La Crosse area after the agreement was signed.

(6) Graduation: Completion of graduation requirements during the term of the contract.

D. Termination by the University: The ORL may terminate this agreement under the conditions stated in the following circumstances:

(1) Violations of rules and regulations: The UW-L 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 UW-L publications. All contracts terminated because of rule violations automatically forfeit the $75 deposit.

(2) Failure to comply with contract: If you fail to comply with any portion of this agreement, the ORL may terminate this contract with appropriate notice.

(3) Ineligible to return: This contract is automatically terminated if you are an upperclassmen and are declared academically ineligible to return for the year.

18. Refund of rental payment
Students who voluntarily withdraw from the University shall be refunded room and board paid in advance on a weekly prorated basis. In all cases, the refund begins on the Monday of the week following official withdrawal (Regent's resolution 3852).

19. Contract assignment
This contract cannot be reassigned by you to any other person. You may not sublet any part of the premises.

20. Hold harmless clause
You agree to hold harmless UW-L and officers, employees, and agents from, and to indemnify them for, any claims for damages sustained by you or others in your room as a result of your acts of omissions, relating to any changes or modifications made by you to your room or furnishings (as is sometimes done by residents) such as the construction of bunk beds, bookshelves, partitions or other structures. This clause makes you financially responsible to the University, and releases the University, in the event a person who is injured by a hazard constructed by you, claims that the University is liable for damages. UW-L is not liable for property belonging to you
which may be lost, stolen, or damaged in any way wherever this may occur on the premises including storage facilities.

21. Contract changes
Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of the Director of Residence Life.