

University of Wisconsin Whitewater - Office of Residence Life

HOUSING CONTRACT 2007-08

1. INTRODUCTION: This document and those referred to within it constitute the University of Wisconsin-Whitewater housing contract. 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 the University housing services by completing and signing the Housing & Dining Services Contract Acceptance Form and submitting the form with your deposit. Your signature on this form means that you have read, understand, and agree to all of the terms and conditions of the contract. Documents where are incorporated by reference into this contract are the Introductory Information and University Student Handbook.

2. ELIGIBILITY: You must be an enrolled student at the University of Wisconsin-Whitewater to remain eligible to hold this contract. The Office of Residence Life reserves the right to cancel this contract if a student's course enrollment drops below 10 undergraduate credits or 8 graduate credits at any time during a semester. If your enrollment status changes and you are no longer registered as a student during the term of this contract, you must vacate your room immediately, and you must officially check-out of the residence halls. Exceptions to these eligibility requirements must be made by the Executive Director of Residence Life or his/her designee. Additional contract requirements may be added in this situation.

3. CONTRACT TERM:

Contract	Beginning of Contract	End of Contract
Academic Year *	Hall Opening of fall semester	Hall Closing of spring semester
Spring Semester Only *	Hall Opening of spring semester	Hall Closing of spring semester
Summer	See Acceptance Form	See Acceptance Form
Break Period	See Acceptance Form	See Acceptance Form

* excludes Thanksgiving break, Winter break, and Spring break (which would require a separate Break Period Contract). The Office of Residence Life reserves the right to require you to vacate the residence halls after your last final exam of each term. This contract cannot be terminated or cancelled except under the conditions identified in section # 13, entitled "TERMINATION".

4. UNIVERSITY'S OBLIGATIONS: The Office of Residence Life agrees to furnish to you housing facilities under the terms and conditions herein stated and as described in the informational materials which are incorporated by reference as a part of this agreement.

5. RESIDENT'S OBLIGATIONS: You agree to make payment of all fees as identified in section # 10, entitled "PAYMENT". You will agree to observe all policies and procedures of the University of Wisconsin-Whitewater and University Residence Halls which are published in the University Student Handbook, UWS Chapter 17 and are incorporated by reference as a part of this contract. Further, you agree to honor all the terms and conditions stated in this agreement. If you are a first or second year student, you also agree to subscribe to one meal plan offered at the University.

6. ROOM ASSIGNMENT POLICY: The Office of Residence Life will not discriminate in room or hall assignment on the basis of race, color, religion, disability, sexual orientation, age, national origin, or ancestry. At the time of initial assignment, a reasonable attempt will be made to assign you to a hall based on the preferences listed on the contract acceptance form. The Office of Residence Life reserves the right to change residence hall and/or room assignments, to assign roommates, or to consolidate vacancies by requiring residents to move or to receive a new roommate when deemed necessary. The Office of Residence Life reserves the right to reassign one or both persons when irreconcilable differences occur between roommates or others living in close proximity.

7. ROOM TRANSFERS: You may change residence hall and/or room assignments only with prior written authorization from the Office of Residence Life.

8. CONTRACT ASSIGNMENT: This contract cannot be reassigned to another resident. You may not sublet any part of the premises.

9. RATES: The University will publish room and board rates for the academic terms of this contract once they are approved by the UW System Board of Regents. The University reserves the right to adjust contract rates during the period of the contract. Adjustments in rates, other than taxes, will be assessed only upon University of Wisconsin Board of Regents action.

10. PAYMENT: Payment will be made in accordance with the Office of Residence Life rate schedule as specified by the University. You are responsible for all housing charges incurred until you have officially checked out of the

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residence halls.

11. DEPOSIT: The deposit submitted with this signed contract (refer to Section # 14 for deposit schedule) will be held until you no longer reside on campus. At which time the student may complete a deposit return request form. The deposit will be first applied to any outstanding contractual obligations with the University, and then the remainder will be placed in refund status with the University Cashier's Office. Reapplication contracts do not require submission of a deposit as long as the student still has a deposit on their account.

12. CANCELLATION: You may request cancellation of this contract in writing. If cancellation is approved, you will receive notice in writing from the Office of Residence Life. If cancellation is approved in writing, cancellation fees will be subject to the terms identified in section #14, entitled "DEPOSIT REFUND AND FORFEITURE SCHEDULE". Additions or deletions to this contract can be approved only by the Executive Director of Residence Life. Contract cancellation requests must be submitted in writing and include student name, student identification number and the signature of the student. Contract cancellations should be sent directly to the Office of Residence Life, 200 Goodhue Hall, Whitewater, WI 53190. Unless a cancellation is approved in writing, you are required to make full room and board payments.

13. TERMINATION: Failure to satisfy the obligations accrued under this agreement may result in eviction and/or a "hold" on future class registration. If a student becomes ineligible to hold this agreement due to loss of student status (see ELIGIBILITY section of this agreement) termination of this contract is mandatory for both parties unless an exception is approved by the Executive Director of Residence Life. The Office of Residence Life reserves the right to terminate this contract for violations of policies and procedures (see <http://reslife.uww.edu/policies.php>), dropping below the credit level identified in section # 2, entitled "ELIGIBILITY", inability which may result in harm to yourself or to others, exigency, graduation, completion of course work, failure to register for spring semester, abandonment, or academic suspension from school.

14. DEPOSIT REFUND AND FORFEITURE:
IN the event of an approved contract cancellation, the housing deposit is subject to the schedule listed below:

Contract Term	Deposit	Full Refund	\$25 refund
Academic Year	\$125.00	up to May 1	up to Aug. 1
Spring Semester Only	\$125.00	up to Dec. 15	up to Jan. 1
Summer	\$125.00	June 1	None
Break Periods	None	None	None

The deposit is refundable at any time if approval for cancellation is given by the Office of Residence Life for the following documented reasons: denial of admission, fall academic term graduation, academic dismissal, participation in University-sponsored internship, student teaching, research, or exchange program, serious illness or injury to the resident or death in the immediate family. Contract cancellation resulting from withdrawal from the University is subject to forfeiture of the deposit. Contract termination resulting from disciplinary action by the University and/or the Office of Residence Life does not absolve the student of financial responsibility.

15. GUESTS: You are responsible for the conduct of your guests. Guests must be escorted at all times. Guests may be housed overnight under the written policy available from residence hall staff. Students are responsible for the behavior of their guests while at the University. All policies and procedures that apply to University students apply to guests of students. The Office of Residence Life will not be responsible for injury/illness of guests or damage to a guest's property.

16. VACATING: You will vacate the premises as identified in Section #3, entitled "Contract Term."

17. LIABILITY: The University of Wisconsin-Whitewater, its officers, employees, and agents and the Office of Residence Life, are not liable for damage to property belonging to you which may be lost, stolen, or damaged in any way, and wherever this may occur on the premises, including but not limited to storage facilities.

The contracting student agrees to hold harmless UW-Whitewater, its officers, employees and agents and the Office of Residence Life, from, and to indemnify them for, any claims for damages sustained by you or others in your room as

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a result of your acts or omissions, relating to any changes or modifications made by you to your room or furnishings, including but not limited to the construction of "loft units", bookshelves, partitions, or other structures.

18. ABANDONED PROPERTY: Any property left at the end of this contract term shall be removed from the room by UW-Whitewater staff. If not claimed within 15 days, it will be considered abandoned and will be disposed of accordingly. During such 15-day period, UW-Whitewater, its officers, employees and agents will not be responsible for damage to or theft of the property.

19. DAMAGES AND COSTS: You agree to pay the Office of Residence Life for any property damages, lost property, or unnecessary service costs caused by you because of your negligence or intentional damage. You will be billed for damage to the building and for damaged or missing furniture or equipment. Such charges must be paid within 30 days after billing. Where two or more students occupy the same room, responsibility for damage or loss will be assessed equally between the residents of the room unless specifically identified differently by the residents. If individuals responsible for "common area" damage or theft cannot be identified, a determined number or all residents of the building where the damage or theft occurred may be held partially financially responsible. An appropriate Residence Life staff member will determine which residents may be charged.

20. VACATION PERIODS: You may not occupy residence halls during the Thanksgiving break, Winter break, Spring break, or other periods which may be required by academic course work which differ from the contract dates, (i.e. Student teaching experiences, internships, or extracurricular activities). Special, limited accommodations, at a nominal fee, may be available for residents and university-employed students during the recess period. Special "Winterim" session housing information may be available to all residents during the fall semester.

21. ROOM CARE: You are responsible for cleaning your room, for removing waste materials regularly, and for maintaining sanitation and safety conditions acceptable to the Office of Residence Life. Non-movable furniture must remain in place. Furniture must be left in rooms and common areas to which it has been allocated unless removal is conducted by the Office of Residence Life.

22. CHECK-IN AND CHECK-OUT: Upon moving in to a residence hall, you will complete, sign, and turn in a room condition and billing form which will be an accurate and complete inventory of the assigned room and condition of its contents. This inventory will serve as the basis for determining damage to the room or contents when vacating the premises, to include removing waste and debris and leaving the room in an acceptable, clean condition. Failure to check in by the first day of class may result in reassigning you to another location. This assignment may include temporary housing. Failure to check out with residence hall staff may result in an improper check out fee being assessed to your student account.

23. SAFETY AND SECURITY: For the safety and security of all students, you are required to comply with the safety procedures in University Residence Halls and may not prop doors, tamper with locked doors, or admit unauthorized people into buildings. Persons placing false fire alarms, interfering with firefighters, or tampering with or removing firefighting equipment are subject to removal from residence halls and prosecution under Wisconsin Statutes.

24. ROOM ENTRY: Authorized personnel may enter your room for reasons of health, safety, general welfare, or to make necessary repairs to rooms and room equipment. If possible, advance notification will be provided. No room will be searched except by appropriate legal agencies with a warrant or with your permission.

25. APPLIANCES AND FOOD PREPARATION: Electrical appliances such as small microwaves, irons, coffee makers, and corn poppers are permitted, but heating and cooking appliances such as toasters, frying pans, sandwich grills, space heaters, hot plates and waffle type irons are prohibited. Halogen lights are also prohibited. Only refrigerators approved by the Office of Residence Life (4.2 cubic feet maximum capacity) are permitted. The Office of Residence Life reserves the right to remove unauthorized or dangerous electrical appliances.

26. POLICIES AND PROCEDURES: Policies and procedures have been established to provide an appropriate physical and social environment for the mutual benefit of all residents. Policies and procedures are identified and

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incorporated by reference as part of this contract. Residence Life web site is located at www.reslife.uww.edu. Changes in established policies and procedures may be made by the Office of Residence Life during the period of this contract subject to due notice.

27. DISCIPLINARY ACTION: All infractions of University policies or federal, state and local laws will be addressed following Office of Residence Life procedures or may be referred to the Office of Student Life and/or University Police. The Office of Residence Life may terminate this contract as a disciplinary action.

28. PRIVATE BUSINESS OR ENTERPRISE: The Office of Residence Life reserves the right to limit or prohibit private ventures, businesses or retail operations in the residence halls. Private or personal business ventures are strictly prohibited in public areas of the residence halls. A student is required to notify the Associate Director of Residence Life prior to establishment of such business.

29. 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 a permanent assignment may or may not require you to move to a different residence hall. Room rates are not adjusted for temporary housing.

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