

# University of Wisconsin-Whitewater – Housing Contract Terms

## 1. INTRODUCTION:

This document and those referred to within it constitute a HOUSING CONTRACT between the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Whitewater, University Housing and the RESIDENT (the individual signing the contract). The services described in the contract are offered exclusively under the terms and conditions stated.

APPLICANTS UNDERSTAND AND AGREE THAT THIS AGREEMENT IS FOR A SPACE/ROOM ASSIGNMENT DETERMINED BY UNIVERSITY HOUSING, NOT FOR A PARTICULAR ROOM OR RESIDENCE HALL. This contract does not guarantee a particular residence hall, room, or roommate and failure to honor an applicant's assignment preferences will not void the contract.

This document and those referred to within it constitute the University of Wisconsin-Whitewater housing contract for student housing. FAILURE TO READ THIS AGREEMENT AND THE INFORMATION PROVIDED ON THE UNIVERSITY HOUSING WEBSITES OR OTHER DISTRIBUTED MATERIALS DOES NOT EXCUSE A RESIDENT FROM COMPLYING WITH THE RULES, POLICIES AND PROCEDURES CONTAINED THEREIN.

To indicate acceptance of the contract, please complete and submit the housing contract (using the online instructions provided). A confirmation email will be sent upon successful completion of the contract.

Your electronic signature on the housing contract indicates you have read the contract, understand it and agree to all terms and conditions included in it. **THIS CONTRACT BECOMES LEGALLY BINDING ON BOTH PARTIES WHEN UNIVERSITY HOUSING RECEIVES YOUR SIGNED CONTRACT.**

## 2. ELIGIBILITY:

You must be an enrolled student at the University of Wisconsin-Whitewater to remain eligible to hold this contract. University Housing 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 Director of University Housing or her/his designee. Additional contract requirements may be added in this situation.

## 3. CONTRACT TERM:

This contract is for the next fall to spring academic year immediately after or during the date this agreement is signed. Occupancy periods will be limited from official occupancy periods listed at [www.uww.edu/residencelife](http://www.uww.edu/residencelife); winter break housing is optional for an additional fee. Other relevant dates are listed at [www.uww.edu/housing](http://www.uww.edu/housing).

If this contract is entered after the fall Hall Opening Date, this contract applies only to the balance of the current Academic Year. If the dates of the academic year are revised by the University, the revised dates will apply and will not change the financial obligations of this contract. University Housing further reserves the right to adjust opening dates each semester in order to adapt to the registration calendar of the University without any adjustments to rates.

## 4. UNIVERSITY OBLIGATIONS:

You will have a limited license to occupy a room assigned by University Housing facilities under the terms and conditions stated herein. Your room assignment is subject to change at any time for the convenience of University Housing. Information on the web site <http://uww.edu/housing>, including move-in and move-out schedules, is incorporated by reference and made a part of this contract. University Housing and Resident agree that no lease or landlord-tenant relationship is created by this agreement.

## 5. RESIDENT'S OBLIGATIONS

You agree to make payment of all fees as identified. 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 the Policies and Procedures on University Housing website 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. ASSIGNMENT POLICY

University Housing will not discriminate in assignment to University Housing on the basis of race, color, sex, sexual orientation, religion, disability, national origin, or ancestry. New residents who submit housing contracts by the deadline will be placed at random on a priority list for residence hall assignments. Most students are assigned to double rooms and share same-gender bathroom facilities located on each residence hall floor. If you receive a temporary Expanded Housing room assignment, you may not later request termination of your contract for that reason and you must accept a permanent assignment when offered. University Housing reserves the right to change room or 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 in the same hall. If you are assigned to a space designated as temporary housing or expanded occupancy, you will be given a permanent assignment as soon as space permits. The move to a permanent assignment may require you to move to a different residence hall. Room rates are not adjusted for temporary housing.

University Housing reserves the right to temporarily assign additional residents above the design capacity of designated rooms until permanent space becomes available.

Smoking is not permitted anywhere in the University Residence Halls including student rooms and public areas such as lounges, lobby's, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any University Residence Hall.

Although University Housing will do its best to honor student preferences for an assignment, there is not a guarantee of an assignment to a particular residence hall, learning community, or neighborhood. Failure to honor assignment preferences will not void the contract.

## 7. ROOM CHANGES:

You may change rooms only with prior written authorization from University Housing. 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 room change procedures provided to you prior to your move. Failure to return your room key will result in a charge to your housing account to change the lock on your room door. Should extra cleaning by University Housing personnel be required because of poor housekeeping by you and/or should property you abandon require storage until disposal, a service charge will be made to your housing account. A room inspection by University Housing personnel will serve as the basis for any room change charges.

## 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. Rates can be located at University Housing website, at <http://www.uww.edu/housing/assignments/roomrates>.

## 10. PAYMENT:

Payment will be made in accordance with University Housing rate schedule as specified by the University. You are responsible for all housing charges incurred until you have officially checked out of the residence halls.

## 11. DEPOSIT:

The deposit submitted with this signed contract (refer to Item 13 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, then the remainder will be placed in refund status with the University Cashier's Office. Reapplication contracts do not need to submit another deposit if one is already on the student's account. If the student fails to request a deposit refund, the deposit is forfeited after one year of separation from the residence halls.

## 12. CANCELLATION/TERMINATION/RELEASE OF CONTRACT

### A. Termination Prior to the Start of the Academic Year

- i) Termination of this contract prior to the start of the academic year may only occur for the following reasons:
  - (1) Cancellation of enrollment.
- ii) Academic Year Contracts:
  - (1) Termination requests must be received, in writing, on or before June 1 and approved by University Housing. Termination requests received and approved by the above deadline do not face a cancellation termination fee.
  - (2) Termination requests received and approved after June 1, may face a \$125 termination fee if the student remains enrolled at the University of Wisconsin-Whitewater.
    - (a) Exceptions to the termination fee include but are not limited to academic dismissal, military deployment, serious illness or injury to individual, or death in immediate family.
  - (3) Contracts entered into on or after June 1 are subject to the same termination policies as stated above. If the student signs a contract after June 1 and then terminates the contract, the student may face a \$125 termination fee if the student remains enrolled at the University of Wisconsin-Whitewater.
- iii) Spring Semester Only Contracts
  - (1) Termination requests must be received, in writing, on or before December 15 and approved by University Housing. Termination requests received and approved by the above deadline do not face a cancellation termination fee.
  - (2) Termination requests received and approved after December 15, the student may face a \$125 termination fee if the student remains enrolled at the University of Wisconsin-Whitewater.
  - (3) Contracts entered into on or after December 15 are subject to the same termination policies as stated above. If the student signs a contract after December 15 and then terminates the contract, the student may face a \$125 termination fee if the student remains enrolled at the University of Wisconsin-Whitewater.

### B. Termination After Start of the Academic Year

- i) Termination of this contract after the start of the academic year or at the end of the fall semester may only occur for the following reasons:
  - (1) Graduation.
  - (2) Authorized academic activities occurring outside of a 40-mile radius of Whitewater, including but not limited to study abroad, student teaching, or an internship/co-op experience. Proof of location may be required.
  - (3) Withdrawal or Cancellation of enrollment.
  - (4) Academic dismissal.
  - (5) Circumstances that are determined by University Housing to be an "authorized reason."
- ii) This contract cannot be terminated solely for the purpose of living off-campus or to commute from home (if eligible).
- iii) If you withdraw from the university after taking occupancy of the residential space, you will be responsible for payment based on the below refund schedule:
  - (1) Proper check out completed during the first and second weeks of the semester: prorated nightly through check out date.
  - (2) Proper check out completed during third and fourth week of the semester: student pays 50% of housing fees for the semester.
  - (3) Proper check out completed during the fifth week or later of the semester: student pays 100% of the housing fees for the semester.

Exceptions: For individuals who are granted a “medical leave” from the University by the Dean of Students Office, and those individuals who “pass away” during the semester – their housing charges would be prorated at the appropriate point in the semester as determined by the appropriate campus official.

- iv) Residents contracted for a full academic year who do not return and are not enrolled at the university for the second semester will be billed for charges until the day following the university drop/add deadline for enrollment, unless the resident properly checks out of the hall, whichever occurs first.
- v) Residents who move out of their residential space but do not initiate the university’s withdrawal procedure or remain enrolled will continue to be billed room and board charges for the entire length of the contract.

C. Termination by the University

- i) The university may terminate this agreement under the following circumstances:
  - (1) Failure to occupy room. The university may terminate this agreement if you fail to occupy your residential space by the end of the first week of classes. If you will be delayed in occupying your residential space beyond this point, notify University Housing, in writing, of the delay and the date of arrival. There will be no proration of fees due to delayed occupancy.
  - (2) Ineligible to return. The university may terminate this agreement if you are ineligible to return to the university for any reason, including disciplinary or academic expulsion or suspension.
  - (3) Exigency. The university may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency that would make continued operation of student housing and/or dining service not feasible.
  - (4) Violation of rules and regulations. The university may terminate this agreement with appropriate notice if you are found to have violated a rule or regulation referred to under Section 5, “Your (the Residents) Obligations.” Such termination must be in accordance with the provisions of Section 25, “Disciplinary Action” of this agreement. In all cases where a student is removed from the halls due to conduct reasons, the student will be responsible for the full payment of the housing and meal plan contract.
  - (5) Failure to comply with contract. If you fail to comply with any portion of this agreement, the university may terminate this contract with appropriate notice. In all cases where a student is removed from the halls for failure to comply with the contract, the student will be responsible for the full payment of the housing and meal plan contract.

Loss of student employment-you may lose your employment with University Housing if your housing contract is terminated.

Residents must vacate the University Residence Halls by the date provided on the notification of termination by University Housing. In the case of a serious violation, or a reasonable belief that a threat exists, the resident may be required to vacate immediately.

D. Public Health Crisis

The University of Wisconsin - Whitewater 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 - Whitewater 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 University Housing as it relates to public health crises, including but not limited to COVID-19. This guidance will evolve as the public health crisis evolves and 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 University Housing, 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 University Housing 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. 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 University Housing 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.** University Housing 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.** "In the event University Housing terminates housing contracts due to public health concerns, the campus in conjunction with the University of Wisconsin System, will make decisions regarding refund amounts, if any."

### 13. DEPOSIT REFUND AND FORFEITURE SCHEDULE:

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 (prior spring)	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 during the contract term if approval for cancellation is given by University Housing 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. The contract may be terminated upon payment of 85 percent of the financial obligation for housing and dining service fees remaining under the contract. If attending the University, a release to live off-campus is not guaranteed; however, if granted, you will be subject to the forfeiture listed below as liquidated damages whether or not a waiting list exists.

Prior to Beginning of or During Contract Term-A contract release granted for any of the following reasons will not require a forfeiture:

- (1) written notification to University Housing of non-attendance at the University by May 1;
- (2) denial of admission to the University with written notification of cancellation of housing contract to University Housing prior to beginning of contract term;
- (3) being officially dropped from the University for academic reasons;
- (4) inaccessibility to courses offered by the University and required for a major or minor course of study;
- (5) substantial and unanticipated financial hardship;
- (6) serious illness or injury to you or a member of your family or a death in your family that prevents attendance at the University of Wisconsin-Whitewater;
- (7) enrollment in or transfer to another University of Wisconsin campus (excludes transfers for purposes of abroad experience) and contracting to live in the university residence halls on that campus for the term of this contract (contract termination requests for such enrollment or transfer must be received 15 days prior to the first day of classes for the semester to which they apply); or,
- (8) terminations made under Item 12B, TERMINATION OF CONTRACT.

**Buyout Provision-**If attending the University, a release will not be granted to live off-campus. The contract may be terminated upon payment of 85 percent of the financial obligation for housing fees remaining under the contract.

If you are granted a contract release, the refund schedule indicated in 12B will apply.

A portion or all of your contract payments may be applied to cover unpaid charges from a previous contract or the cost of repairs, replacement, or labor caused by you.

### 14. 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. University Housing will not be responsible for injury/illness of guests or damage to a guest's property.

### 15. VACATING:

You must vacate the premises within 24 hours of receiving notice of termination of this contract, discontinuance as a student, or your last instructional period/exam of the semester, whichever occurs earliest. If you are graduating from the University, you may remain in your room until Commencement Day. Under no circumstances may you remain in your room later than building closing time on the last day of the contract term.

### 16. LIABILITY:

Board of Regents of the University of Wisconsin System, its officers, employees and agents has 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, University Housing 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.

### 17. ABANDONED/PERSONAL PROPERTY:

Residents are responsible for removing all personal property from the University Residence Halls when they move out. University Housing 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 termination of the current contract. During such 30-day period, the University of Wisconsin Board of Regents, University Housing, and its officers, employees, and agents will not be responsible for loss, damage, or theft of the property.

### 18. DAMAGES AND COSTS:

You agree to pay University Housing 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 University Housing staff member will determine which residents may be charged.

#### **19. VACATION PERIODS:**

You may not occupy residence halls during the Winter 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). Pulliam, Ma'iingan Wells and Wellers Halls will remain open during the break periods. Limited accommodations, at a nominal fee, may be available for residents and university-employed students during the recess periods. Special “Winterim” session housing information may be available to all residents during the fall semester.

#### **20. ROOM CARE:**

You are responsible for cleaning your room, for removing waste materials regularly, and for maintaining sanitation and safety conditions acceptable to University Housing. Furniture must be left in rooms and common areas to which it has been allocated unless removal is conducted by University Housing.

#### **21. CHECK-IN AND CHECK-OUT:**

Upon moving in to a residence hall, you will complete, sign, and turn in a room condition 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.

#### **22. 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.

#### **23. ROOM ENTRY:**

In the interest of health, safety, security, and building maintenance, University Housing reserves the right to enter your room. Authorized personnel may enter your room to perform requested, preventive, prescheduled, or emergency maintenance, to assess for any damages after resident has vacated, or, in the absence of occupants of the room, to silence a disruptive noise. When possible, advance notice of room entry will be given. University Housing employees are required to report any violations University regulations and/or the terms of this contract they may observe when in your room. Property can be seized and removed from your room when it constitutes an imminent danger, when it is University-owned property, or when staff has evidence that an unauthorized pet is in the room.

#### **24. 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 on the University Housing website and incorporated by reference as part of this contract. The University of Wisconsin-Whitewater University Housing web site located at <http://www.uww.edu/housing/>. Changes in established policies and procedures may be made by University Housing during the period of this contract subject to due notice. The mission of University Housing is to provide quality, accessible housing and to promote student learning and personal success in an inclusive, engaging community.

#### **25. DISCIPLINARY ACTION:**

All violations of University policies or federal, state and local laws will be addressed following University Housing procedures or may be referred to the Dean of Students Office and/or University Police. University Housing may terminate this contract as a disciplinary action.

#### **26. BACKGROUND DISCLOSURE**

- a. In accordance with UW System Administrative Policy 136, *Required disclosure for participation in certain UW System services and programs*, the University of Wisconsin-Whitewater must inquire about whether a student has any felony pleas or convictions or non-academic post-secondary disciplinary violations prior to that student being able to live in university housing.
- b. This information is gathered as part of the housing contract and application process. Students who reply yes to one or both of the following questions are provided an opportunity to explain their situation.
  - i. “Have you ever been convicted of a felony? This includes pleading no-contest or guilty to a felony.”
  - ii. “Have you ever been expelled, dismissed, or suspended from a postsecondary institution for a non-academic reason?”
- c. The University of Wisconsin-Whitewater will review affirmative disclosures and may request additional information to make a decision on student participation in on-campus housing.
- d. Failure to disclose information requested by UW System Administrative Policy 136 may result in disciplinary action or removal from university housing.

#### **27. IMMUNIZATION REQUIREMENT**

- a. The state of Wisconsin requires that all university students living in residence halls either be immunized for Hepatitis B and Meningococcal disease or sign a waiver indicating they have received information regarding these diseases and is choosing to not be immunized.
- b. A response form and information are included in the housing application process.

## 28. PRIVATE BUSINESS OR ENTERPRISE:

University Housing 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 Director of Residence Life prior to establishment of such business.

## READ BEFORE CLICKING BUTTON BELOW.

I understand that the contract is a legally binding contract for the academic year.

**Contract Cancellations for non-attendance at UW-Whitewater for all or part of the academic year.** Cancellations must be submitted in writing to UHRooms@uww.edu and include student name, student ID number and reason for cancellation. **A deposit refund based on the terms of the contract.**

**End of Fall Semester Contract Releases** for students that meet one of the following criteria. Requests must be submitted on Student Portal.

1. Graduating at semester
2. Studying abroad for spring semester
3. Have an internship outside of the area for spring semester
4. Transferring schools for spring semester
5. Withdrawing from school and not attending for the spring semester
6. Have had a life changing circumstance that makes living on campus unreasonable that the student did not know about when the student signed the contract that would warrant a release from the contract. Additional supporting documentation may be required for a release under these circumstances.

**Other Contract Releases** are limited to students that are no longer enrolled as a student at UW-Whitewater. Release requests during the semester for any other reason will be reviewed on a case by case basis and will require sufficient documentation to support a change in circumstances that the student would not have known about when the student submitted the contract. All release requests must be submitted in writing in Student Portal.