



2009-2010 Residence Life Housing Contract

Introduction

This document and those referred to within it and all information preceding the contract in this booklet constitute an agreement for the Department of Residence Life at the University of Wisconsin-River Falls, River Falls, Wisconsin, hereafter referred to as "University," for the entire academic year (or balance remaining of the academic year at the time of assignment). The 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 University housing and food services by completing and signing the Information and Contract Agreement and returning it with a \$125 deposit. Please be advised that \$25.00 of this amount is a non-refundable processing fee. Your signature on that agreement means you have read, understood and agree to all of the terms and conditions of the contract. The Academic year and semester contract begins on the announced move-in date for each student. These agreements will become legally binding when the Department of Residence Life receives and approves your signed contract, providing that housing space is available.

Eligibility

In order to be eligible to live on campus, you must be a full-time, degree-seeking, enrolled student at the University of Wisconsin - River Falls or be determined eligible by the Department of Residence Life. Eligibility also may be extended to students of other than University education programs through Regent approval.

Residency Regulations

University of Wisconsin-River Falls freshmen and sophomore students (students who have not earned 60 or more credits as of the first day of classes), under the age of 21, who are not veterans, married, single parents, or living with parent(s) or legal guardian(s) within the approved commuting distance, are required to live in university residence halls and participate in one of the standard meal plans.

Housing

Assignments

1. This contract is valid only if residence hall space is available in either permanent or extended temporary rooms. Applicants are encouraged to return their contract and \$125 deposit promptly to enhance their chances for securing accommodations. Failure to honor student preferences will not void this contract.
2. Roommates are assigned without regard to race, creed, color, national origin, or religion. Furthermore, discriminatory practices of any kind are prohibited by the University in all areas of jurisdiction including housing. A resolution passed unanimously by the Board of Regents states: "Resolved, that the Wisconsin State Universities maintain the fullest respect for the constitutional and statutory right of all citizens and students regardless of race, color, creed or national origin...and that any violations shall be reported to the administration at each University and the Board of Regents for appropriate action."
3. Room reservations will be held until 8:00 a.m. of the first day of University classes unless prior written notification is received by the Residence Life office.
4. The University reserves the right to administratively reassign students within and between residence halls and to terminate this contract by written notice if the student fails to comply with any of the terms and conditions of the contract.
5. If the University has a different programmatic need for a wing or floor in the residence hall, there will be no guarantee of retaining the same room beyond one academic year.
6. **First-Year, First-Year Theme and Mixed Communities** - First-year students may preference an assignment to either a First-Year (all first-year students), First-Year Theme (all first-year students with various themed options) or a Mixed Community (includes both first-year and returning students). Students living in First-Year Communities and the Hathorn FYE Learning Community will need to relocate to other floors their second year.
7. **Scatter Coed Option** - Stratton Hall, South Fork Suites, and one Prucha Hall floor have men and women housed on the same floors. Rooms and suites require the same gender. Scatter coed floor options have separate bathrooms/showers for men and women on each floor. Suites contain private bathroom/showers shared by four persons. Expansion of scatter coed communities is under consideration.
8. **Extended Housing:** If the number of students submitting housing contracts exceeds the number of permanent rooms on campus, students will be housed in extended rooms. These locked, secured, spaces are rooms and lounges within the residence halls. As permanent rooms become available, these students will be re-assigned and must relocate to the permanent rooms. Receipt date of the completed housing contract and deposit in the Department of Residence Life determines the order of re-assignment out of extended housing.



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9. Transgender Options: Roommates are assigned by same biological gender. Students in transition with special needs should contact the Department of Residence Life as early as possible. A limited number of accommodations with access to gender-neutral bathrooms/showers are available if arrangements are secured prior to final housing assignments.
10. In the event of extenuating circumstances, the Department of Residence Life has the right to alter room assignments.

Termination by University – University officials may terminate this agreement under the conditions stated in the following circumstances:

- a. **Exigency** – University officials may terminate or temporarily suspend performance of any part of the contract without notice in the event of an exigency which would make continued operation for student housing unfeasible. There shall not be any liability on the part of the University for the return or refund of any rental payments or the \$100 deposit in the event the contract is terminated for this reason.
- b. **Failure to Comply with Contract** - If the student fails to comply with any portion of this contract, University officials may terminate the contract and forfeit the \$100 housing deposit with appropriate notice.

Break/J-Term Periods

Residence halls remain open during the Thanksgiving and Spring break periods. The residence halls close for semester break. Individuals desiring to remain on campus during J-Term may do so provided they follow all sign up procedures and meet the qualifications. Student accounts will be billed for the J-Term housing amounts. Students remaining in residence halls during break periods must register online at <http://sa.uwrf.edu/sa/>. Students continuing with Spring Semester contracts may remain in their assigned rooms. Students not returning Spring Semester will be assigned to extended temporary housing and weekly charges will be applied to their student University account.

Contract Assignment

This contract may not be sold, subleased or reassigned to anyone. You may not sublet any part of the premises.

Contract Changes

Changes may not be made in the terms and conditions of the agreement without the agreement and written permission of the Department of Residence Life.

Changes in the rules and regulations may be made by the University during the term of the contract. Such changes will be published by placing notices on the hall bulletin boards one week before the changes become effective, unless the health and safety of persons using the facilities may be adversely affected by the delay; then implementation will be immediate.

Contract Length

This contract is for the entire academic year, excluding semester/J-Term break, from the hall opening date to 24-hours after your last final exam (or balance remaining of the academic year at the time of the assignment) and cannot be terminated or canceled except under the conditions cited in the cancellation and termination section of this agreement. These dates are subject to change by the Department of Residence Life.

Special Note: The terms and conditions stated herein also apply to the semester agreement as executed in signing the Semester agreement with the semester so designated. The semester agreement option is available **only** to those students who are eligible to reside in housing of their own choosing (as specified in the "Two Year Residency Requirement" portion of this contract).

Contract/Room Deposit/Processing Fee

The \$125 deposit that must accompany the residence hall contract serves several different purposes. The deposit is used for:

1. **Application Deposit** - The \$125 payment must accompany the completed contract in order to make the application complete. Please be advised that \$25 of this amount is a non-refundable processing fee. Room assignments cannot be processed until this condition is met.
2. **Damage Fund** - The remaining \$100 deposit also serves as a **damage fund** which can be utilized in the case that damages or repairs are needed which is the responsibility of the resident. These repairs would most likely involve negligence or misuse of facilities.
3. **Guaranteed Performance of the Contract** - The remaining \$100 deposit is also meant to serve as legal consideration for the contract in order to guarantee performance on the part of the resident and to make the contractual agreement legal and binding. There is a penalty for not fulfilling the terms of the contract which may mean the forfeiture of this \$100 payment, depending upon the conditions involved. Conditions for the return of the \$100 payment are fully explained in the contract.



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4. Debts and Obligations - This payment may also be utilized to cover debts and obligations which have arisen out of the contract for which the resident is liable such as: rent payment, fines, assessments, any outstanding University fees, etc.

Contract Terms/Conditions

Contract Duration - Once a student enters into a housing contract, he/she will be expected to honor it for the period specified. All contracts (except special semester contracts) are binding for the **entire academic year**, or from the **time of arrival through the Spring Semester of the academic year**. Semester contracts are available for those students who are eligible to live in housing of their own choosing (as specified in this contract). South Fork Suites contracts are for the entire academic year. Exceptions include students participating in University programs such as Semester Abroad or internships and students graduating at semester. The academic year and semester contracts begin on the announced move-in date for each student.

Release From the Contract/ Deposit Information - All residence hall contracts are not assignable by the resident and are legally binding on the resident lessee and his/her guarantor. A student may be released from a contract for the following reasons:

1. **Before May 1** - The contract will be canceled and the \$100 deposit returned if written notification of cancellation from the prospective student resident intending to enter the Fall Semester postmarked prior to the Cancellation Date is received by the Department of Residence Life. Current students who sign up for housing for fall and cancel prior to May 1 will receive a refund of the \$100 deposit.
2. **After May 1 (Return of \$100 Deposit)** - A contract release may be approved with full return of the \$100 deposit for the following reasons:
 - a. Graduation.
 - b. Student Teaching/Internship (the student must present written verification of such from the Student Teacher Placement Office).
 - c. Refusal of admission to the University.
 - d. Transfer to another University of Wisconsin Campus under circumstances where (1) the student completes his/her academic work for a semester at one campus and promptly enrolls on another University of Wisconsin campus without interrupting the continuity of the enrollment in the University of Wisconsin system, and (2) the student signs a contract to live in a University operated residence hall at the campus to which he/she transfers, and (3) the student notifies the Housing Office on the campus to which he/she is transferring so that verification can be made that he/she has signed a University housing contract with that campus.
 - e. Death of resident before or during the academic year.
 - f. Severe circumstances beyond the resident's control. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of the Department of Residence Life.
 - g. Entry into the Military Service active duty (copy of orders must be provided).
 - h. Documented Medical Reasons - Must be verified by the student's personal physician in written form and forwarded to the Disability Services Office for review. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of the Department of Residence Life and Disability Coordinator.
 - i. Withdrawal from the residence halls by those who are eligible to reside in housing of their own choosing (as specified in this contract) only when the following conditions have been fulfilled:
 1. The student who wishes to withdraw from the residence halls finds another student (who is also eligible to reside in housing of their own choosing) to assume his/her contract for the duration so specified (i.e., freshmen and sophomores already required to reside in the halls cannot assume the contract for a student in this circumstance).
 2. The student wishing to withdraw may not do so until the second party actually signs the contract which assumes the remaining duration of the first student party's contract.
 - j. Other circumstances as approved by the Department of Residence Life. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of the Department of Residence Life.
3. **After May 1 (forfeiture of \$100 Deposit)** - A contract release may be approved with automatic forfeiture of the \$100 deposit for the following reasons:
 - a. Marriage.
 - b. Failure to attend or withdrawal from the University.
 - c. Suspension from the University (academic).
 - d. Dismissal from the residence halls for disciplinary reasons.
 - e. Withdrawal from the residence halls by those who wish to commute from the home of parent(s) or legal guardian. (A notarized Commuter Information form must be on file with the Department of Residence Life).
 - f. Withdrawal from the residence halls by those eligible to live in housing of their own choosing (as specified in this contract).
 - g. Withdrawal from the University and student lives in residence hall, he/she must officially check out of the residence hall within 48-hours after withdrawal.
 - h. Other circumstances as approved by the Department of Residence Life. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of the Department of Residence Life.



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4. **After May 1 (\$100 Deposit Placed on Hold)** - A contract release may be approved with the \$100 deposit placed on hold with the following stipulations:
 - a. The deposit will not be held for more than one semester, excluding Summer Session. Failure to return to the residence hall system at the end of the stated one semester will result in an automatic forfeiture of the \$100 residence hall deposit.
 - b. The student must make a written request to the Department of Residence Life to be exempted under this section.
5. **Spring Semester Cancellation** - For prospective student residents who wish to cancel the contract while holding a room reservation for the Spring Semester, the **prospective student resident** is required to notify the Department of Residence Life by written notification postmarked at least **six weeks** prior to the day of hall opening for spring semester.
6. In the State of Wisconsin, a completed contract may be canceled within three (3) working days from the date of receipt in the Department of Residence Life and a full refund of any money will be granted.

Housing Policy Appeal Processes

Contract Release/Deposit Appeals Shall Be Conducted In Accordance With The Following Steps:

1. Student contacts the Department of Residence Life at housing@uwrf.edu to request contract release or refund of deposit. The Assistant Director-Facilities and Administrative Service for the Department of Residence Life renders decision.
2. Student appeals decision (if desired) to the Student Residential Living Committee in writing. Letters of appeal should be submitted to the Assistant Director of Residence Life who advises the Student Residential Living Committee. Student Residential Living Committee renders decision and informs the student and Director of their decision.

Residency Regulation - Exemption Process (Student Initiated Request)

1. Student contacts Department of Residence Life by emailing housing@uwrf.edu with a request for exemption from the residency regulation.
2. Department of Residence Life requests written verification forms, etc. to support the exemption appeal. The Department of Residence Life renders decision and informs the student.
3. Student appeals decision (if desired) to the Student Residential Living Committee in writing. Letters of appeal should be submitted to the Director of Residence Life who advises the Student Residential Living Committee. Student Residential Living Committee renders decision and informs the student and Director of their decision.

Residency Regulation - Exemption Process (Department of Residence Life Initiated)

1. If a student is found living in unauthorized housing, a letter is sent to the student requiring that an appointment be made with the Director of Department of Residence Life to investigate the circumstances. If the student fails to appear before the specified date, an appropriate penalty will be communicated as a part of the investigating letter.
2. Student appeals decision (if desired) to the Student Residential Living Committee in writing. Letters of appeal should be submitted to the Director of Residence Life who advises the Student Residential Living Committee. Student Residential Living Committee renders decision and informs the student and Director of their decision.

Time Constraints Regarding Exemption Appeal - Request for exemptions shall be directed to the Department of Residence Life. Request for exemptions must be received by the Department of Residence Life at least twenty-one days prior to the beginning of the semester requested for exemption. Request for exemption after the beginning of the semester will be received but the room charges will accrue from the beginning of the semester until the exemption is approved and the student officially checks out of the residence hall. If the exemption is not approved in this circumstance, room charges will automatically be levied for the entire semester.

*Students can contact the Student Residential Living Committee by calling or emailing the Department of Residence Life at 715-425-4444 or housing@uwrf.edu.

Indebtedness

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

Liability

"The contracting student agrees to hold harmless UW-River Falls and the Department of Residence Life from, and to indemnify them for, any claims for damages sustained by him/her or others in his/her room as a result of his/her acts or omissions, relating to any changes or modifications made by him/her to his/her room or furnishings. This makes him/her financially responsible to the University, and releases the University, in the event a person who is injured by a hazard constructed by him/her claims that the University is liable for damages. UW-River Falls is not liable for property belonging to him/her which may be lost, stolen or damaged in any way wherever this may occur on the premises including storage facilities."



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Meal Plans

All residence hall students, with the exception of South Fork Suites residents, are required to be on a meal plan.

Non-Discrimination

The University of Wisconsin-River Falls is committed to the principles that enable educational and professional enhancement of all ethnic and racial groups. The University mission statement emphasizes the importance of student awareness and appreciation of all diverse cultures. The present and future course of diverse cultures within the University is designed to eliminate all policies and practices that work to the disadvantage of individuals on the basis of race, religion, color, creed, gender, disability, sexual orientation, national origin, age or ancestry.

The University will not tolerate conduct which is racist and/or discriminatory and/or which involves the harassment based upon the race, gender, religion, color, creed, disability, national origin, sexual orientation, ancestry or age of any individual. Such conduct is demeaning, destructive, and isolating to the individuals involved, and directly at odds with the University's goal of fostering understanding and cooperation.

It is the intention of this University community and administration to work diligently to eliminate all forms of discrimination.

Room Entry Policy

The University as landlord maintains the right to enter student rooms for University purposes. Authorized personnel may enter student rooms for reasons of health, safety, general welfare, or to make necessary repairs to room and room equipment. Insofar as possible, advance notification will be given. No room will be searched except by appropriate legal agencies with a warrant or your permission.

Rates/Payments

Rates and payment procedures are issued by the University Business Office. The University does not guarantee an uninterrupted supply of utilities or other important services, especially in the case of unanticipated disasters or catastrophes. If such should be realized, the University reserves the right to adjust rates or allow them to remain in full effect.

The Department of Residence Life agrees to furnish housing facilities under the terms and conditions stated herein and as described in the informational materials which are made by reference as part of this agreement.

You agree (1) to make payment of all fees in accordance with amounts and procedures as specified by the University Business Office, (2) to observe all rules and regulations of the University of Wisconsin - River Falls, and to honor the terms and conditions stated in this contract.

Single Room Policy/Loss of Roommate

A single room is only available after the four week freeze on room/hall changes and after all extended housing is empty. If a student residing in the residence hall loses his/her roommate during the year, he/she has the following options depending on available space:

- a. Individuals may choose their own roommate and must inform the HM within two (2) days. All moves must take place within seven (7) working days.
- b. If all extended housing is empty, may keep the room as a single and pay the adjusted rate. **The individual will be billed for the single room from the week his/her roommate checked out or the week the halls opened (if roommate was a no-show).** (This option will guarantee another student is not assigned to your room.)
- c. Students who do not choose to keep their room as a single and pay the adjusted rate may be assigned a roommate at any given point depending on the need. Depending upon the waiting list to get into that hall, a roommate from another hall may be assigned to them.

Medical and Disability Single Rooms - A very limited number of single rooms will be available to accommodate medical and disability circumstances. Requests for these singles must be submitted as early as possible with required documentation to the Disability Services Office: 102 Davee Library, Telephone: (715) 425-3531 or Email: mark.r.johnson@uwrf.edu. The Disability Services Office will render a decision and notify the student and the Department of Residence Life. .



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Termination of Housing Contract

Students will be subject to termination of their housing contract if they engage, or threaten to engage, in behavior which poses a danger of physical harm to self or others or if they engage, or threaten to engage, in behavior which would cause significant property damage, or directly and substantially impede the lawful activities of others. Continued behavior that causes disruption to the community living environment may also lead to contract termination. When a housing contract is terminated for disciplinary reasons, the student shall forfeit his/her housing deposit and may lose visitation privileges in the residence halls.