



2010-2011 Residence Life Housing Contract

Introduction

This document and those referred to within it 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 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. All residence hall students must be on a meal plan except for dining exemption approved upper-class students in South Fork Suites. Residence halls will open on a specific date prior to the start of each semester. Students will be expected to vacate their room by the established closing date and time for each semester. A separate semester break contract with an additional charge is required for those students taking j-term classes or working full time for the University during the semester break period. Your signature on that agreement means that you have read, understood and agree to all of the terms and conditions of the contract. The academic year 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 Department of Residence Life.
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. **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 needed extended housing spaces may also include local arrangements with hotels located in the city of River Falls. As permanent rooms become available, these students will be re-assigned and must relocate to the permanent rooms. Generally 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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7. Transgender Options: Roommates are assigned by biological sex. Students in transition with special needs should contact the Department of Residence Life by February 1st. A limited number of accommodations with access to gender-neutral bathrooms/showers are available if arrangements are secured prior to final housing assignments.
8. 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.
- c.

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 semester break/J-Term may do so provided they follow all sign up procedures and meet the qualifications. Student accounts will be billed for the semester break/J-Term housing amounts. Students remaining in residence halls during semester break must register online at <http://sa.uwrf.edu/res-life/break-housing>. For safety and sustainability reasons the university reserves the right to consolidate students during semester break/J-Term. Students taking J-Term classes, not returning Spring Semester will be moved to extended housing.

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 through UWRF email notifications 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 (or from the time of arrival) to 24-hours after your last final exam or by pre-established semester closing date and time, whichever comes first. This contract 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.

Deposits and Cancellations

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.

Contracts cancelled before May 1, 2010 will receive a refund of their \$100.00 deposit assuming there are no outstanding fees or charges on the student bill. After May 1, 2010, the \$100.00 deposit will be forfeited. The only exceptions to the deposit forfeiture include graduation, study abroad, documented entry into military service and documented unforeseen medical reasons. Students who transfer to another University of Wisconsin – System institution in which the student intends to reside on campus and without interrupting the continuity of enrollment, may request in writing, within 30 days of their date of cancellation, that their deposit be returned.

Contract Terms/Conditions

This contract is for the entire 2010-2011 academic year (excluding semester/J-term break) and cannot be cancelled after May 1, 2010 if the student attends UWRF during the 2010-2011 academic year, regardless of age or the number of credits carried. Students required to live on campus must receive written permission to commute or live-off campus before their contract can be cancelled. If student is academically dismissed and later reinstated, this contract is still in effect, unless the contract has already been cancelled by the Department of Residence Life and the student has been notified at their UWRF e-mail account of the cancellation.

Housing Policy Appeal Processes

Any student seeking an exemption to our housing policy must abide by the following steps:

1. Student submits a written request, including detailed information, to the Department of Residence Life at housing@uwrf.edu to request contract release. The Assistant Director-Facilities and Administrative Service for the Department of Residence Life renders decision.
2. Student appeals decision (if desired) to a subcommittee of the Residence Hall Association in writing (email format is acceptable). Letters of appeal should be submitted to the Assistant Director of Residence Life. RHA renders decision and submits decision to the Assistant Director-Facilities and Administrative Services. Assistant Director will notify student of the decision in writing.

If a student is found violating the residency requirement, a letter is sent to the student indicating that the housing charges will be added to their student bill. Students may appeal this charge by submitting in writing an appeal of the charge which will be reviewed by a subcommittee of the Residence Hall Association. RHA renders decision and submits decision to the Director of Residence Life. Director of Residence Life will notify student of the decision in writing.

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.

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 the student or others in the room as a result of the student acts or omissions, relating to any changes or modifications made by the student to the assigned room or furnishings. This makes the student financially responsible to the University, and releases the University, in the event a person who is injured by a hazard constructed by the student claims that the University is liable for damages. UW-River Falls is not liable for property belonging to the student 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 dining exemption approved upper-class students in South Fork Suites, are required to be on a meal plan.

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

1. **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 by February 1st 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 offer a recommendation and notify the Department of Residence Life. A limited number of accommodations are available if arrangements are secured prior to final housing assignments.

If a student residing in the residence halls loses a roommate during the year, he/she has the option to retain the room at the single room rate, **only when space permits**.

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 the housing deposit and may be banned from the residence halls.

Exemption Policy from Housing Contract

Please click on the following link to review our exemption policy.

<http://sa.uwrf.edu/sa/documents/housing-exemptions.pdf>

Your signature on the agreement means you have read, understood and agreed to all of the terms and conditions of the housing contract and Student Rights and Responsibility Conduct Guide

(<http://sa.uwrf.edu/sa/documents/res-life.conduct-guide-09-10.pdf>)