

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.

If you agree to the terms and conditions of this contract and accept the offer of University Housing services, sign and submit the Contract Acceptance with the required deposit amount.

This contract will become legally binding on both parties if both the signed Contract Acceptance and deposit are submitted to University Housing on or before the due date. This contract will become legally binding on both parties if the Contract Acceptance or deposit are submitted to University Housing after the due date, only if an extension is granted in writing by University Housing.

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. To reside in University Housing, Wisconsin law [SS36.25(46)] requires students assigned to University Residence Halls to affirm whether they have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination if any.

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; winter break housing is optional for an additional fee. Other relevant dates are listed at 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.

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. CANCELLATION OF CONTRACT BY UNIVERSITY HOUSING (Prior to Entry):

- (1) This contract may be canceled by University Housing without advance notice if the resident:
 - a. fails to satisfy in a timely manner all financial obligations accrued under this contract, including all required advance payments;
 - b. has a record of past failure to meet financial obligations in a timely manner;
 - c. fails to complete the contract properly;
 - d. demonstrates behavior that the resident is unwilling or unable to fulfill the conditions of the contract; or,
 - e. demonstrates behavior that the resident's presence in the University Residence Halls may provide an unreasonable risk to self or to others.

B. TERMINATION OF CONTRACT BY UNIVERSITY HOUSING (After Entry):

- (1) Mandatory Termination-Termination of this contract is mandatory if you lose eligibility as defined in this contract under Item 2, ELIGIBILITY.
- (2) Termination by the University-University Housing may terminate this contract under the following circumstances:
 - a. Exigency-University Housing may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation for student housing not feasible or when University Housing believes a resident of a temporary assignment cannot be placed in a permanent assignment within a reasonable time period.

Violation of Rules and Regulations-Once you sign and submit the Contract Acceptance, University Housing may terminate this contract if you are found to have violated rules or regulations listed or referred to in this contract and/or the University of Wisconsin Administrative Code, chapters UWS 6: Complaints and Grievances; UWS 17: Student Nonacademic Disciplinary Procedures; and/or UWS 18: Conduct on University Lands. Disciplinary dismissal from the University or University Residence Halls will subject you to a forfeiture of \$300 in liquidated damages. See below.

During Contract Term-A contract release granted for any reason not listed in Item 13 of this agreement will subject you to forfeiture of \$300.00 as liquidated damages unless value remaining on your contract is less than \$300.00. These reasons include but are not limited to:

- (1) failure to register;
- (2) denial of admission to the University with written notification to University Housing of cancellation of housing contract after beginning of contract term;
- (3) withdrawal from the University;
- (4) serious extenuating circumstances when, University Housing's judgment, living elsewhere is warranted; or,
- (5) disciplinary dismissal from the University or University Residence Halls.

If your contract is terminated any time during the academic year for disciplinary reasons, University Housing reserves the right to deny or cancel a University Residence Halls Contract for the current and/or future year.

- a. The University reserves the right to deny or cancel a University Residence Halls Contract for University-provided housing to an individual whose conduct and/or proven criminal record indicates a potential threat or danger to the University community, including students, faculty, and staff.
- b. As deemed necessary, the Vice Chancellor-Student Affairs or his designee may relocate any resident without cause or prior notice for health or safety reasons or to protect University property, restore operations, or meet the needs of the University community.

- c. Failure to Comply with Contract-If you fail to comply with any portion of this contract or a prior contract you held with University Housing, University Housing may terminate this contract with appropriate notice. University Housing may also terminate this contract if you have unpaid charges from a previous University Housing 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.

C. RELEASE FROM CONTRACT BY APPLICANT/RESIDENT

Applicants/Residents may apply to University Housing for a release from this contractual obligation, however, University Housing retains the right to grant or deny any release. A request for a contract release must be in writing to University Housing. See Item 13 below.

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 under Item 13 of this agreement, you will be refunded any unused housing fee payments on a prorated basis according to University Housing refund policies, provided appropriate check-out procedures under Item 21, CHECKOUT, have been followed. Refunds of housing fee payment will not be made for departures during the last 15 nights of the first or second semester.

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 60 days after the expiration or termination of the current contract. During such 60-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). Starin Hall and the apartments 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 Office of Student Life and/or University Police. University Housing may terminate this contract as a disciplinary action.

26. 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 Associate Director of University Housing prior to establishment of such business.