

**University of Wisconsin – Parkside Housing and Dining Service Contract  
2011 - 2012 Academic Year**

The purpose of this document is to establish the terms and conditions of occupancy in the University Residence Hall and participation in the University Dining Services program. Your electronic acknowledgement indicates that you have read the contract, and agree to all terms and conditions included in it. **This contract becomes legally binding when you complete the application.**

**1. Eligibility**

Residents must be currently enrolled as full time students at the University of Wisconsin-Parkside or be otherwise determined eligible by the Director of Student Life.

**2. Contract term**

This contract is for the **entire academic year**, and cannot be terminated except under the conditions cited in the Termination of Contract section of this agreement. If entered into after the academic year begins, this agreement applies to the balance of the 2011-2012 academic year.

**3. University obligation**

The university agrees to furnish to the resident housing and dining services. These services are provided under the terms and conditions herein stated and as described in the informational materials, which are incorporated by reference as a part of this agreement.

**4. Resident's obligation**

The resident agrees to make payment of all fees as specified in the **"Payment"** section (6) of this agreement and to observe all rules and regulations of the University of Wisconsin-Parkside, the Department of Residence Life and University Dining Services. The resident further agrees to honor the terms and conditions stated in this contract.

**5. Rates**

Rates are approved annually by the Board of Regents.

**6. Payment**

Payments must be made in accordance with the university's payment schedule. Failure to satisfy the financial obligations accrued under this agreement may result in holds on University records including future enrollment; cancellation of enrollment; denial of future housing accommodations; and/or eviction. Delinquent accounts may be assigned to a collection agency.

**7. Assignment policy**

The University does not discriminate in room or hall assignment on the basis of race, color, national origin, religion, age, sexual orientation, or disability. The University will attempt to honor, whenever possible, requests for particular accommodations. **The University reserves the right to assign roommates, to change room or hall assignments and/or to consolidate vacancies by requiring residents to move from one accommodation to another.**

**8. Deposit**

A \$50.00 deposit is required.

**9. Cancellation**

A. This contract may be canceled by students who are exempt from living on campus, if written notice of cancellation is received by the Department of Residence Life by June 1, 2011 for academic year applications, or by November 15, 2011 for spring semester applications.

B. After June 1, 2011 for academic year applications and November 15, 2011 for spring semester applications, the student may apply for contract cancellation under the following circumstances:

1. Assignment to a University sponsored internship, which requires living away from UW-Parkside; verification is required.
2. Completion of graduation requirements.
3. Marriage; proof of marriage is required.
4. Loss of student status; withdrawal from the university.
5. Unusual and compelling circumstances which, in the judgment of the Director of Student Life, entitles the resident to special considerations; verification of circumstances is required.

**10. Termination**

A. The University may temporarily suspend this contract without notice in the event of a situation, which would make continued operation of student housing and dining service not feasible.

B. The University may cancel or terminate this contract if the student fails to meet the full terms and conditions stated herein or for violations of University and/or Residence Hall regulations. All contracts terminated for rule violations automatically forfeit the \$50.00 deposit.

**11. Refund and forfeiture**

A. Refund:

A refund of \$25.00 will be processed when written notice of cancellation is received by the Department of Residence Life on or before June 1, 2011 or November 15, 2011 for spring semester contracts or if the contract termination is granted under section 9B(1,2,or3) if notification is received at least 1 week prior to the start of the contract.

B. Forfeiture:

A contract termination granted for any of the following will subject the resident to a forfeiture of the \$50.00 deposit for any termination granted under section 9B(4or5) of this contract. A contract termination granted under 9B(5) of this contract will result in \$250 liquidated damage charges.

**12. Refund of rental and dining payment.**

Students who voluntarily withdraw from the university or are granted a contract termination shall be refunded room paid in advance on a weekly pro-rated basis. Refunds are based on the week starting Sunday and ending Saturday. Student who withdraw from school prior to the sixth week of the semester are eligible for a prorated refund of the \$402 dining services portion of the enrollment fee. The \$32 Ranger Card administrative fee is non refundable. All unused dining dollars will be refunded to the students.

**13. Contract assignment**

This contract cannot be reassigned by the resident to another party.

**14. Liability**

The resident agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System and its officers, employees, and agents from any and all liability, including claims, demands, costs, damages and expenses of every kind and description (including death) or damages to persons or property belonging to the resident, including property which may be lost, stolen or damaged in any way, wherever that may occur on the premises, including storage facilities. The resident agrees to hold harmless UW-Parkside from and to indemnify them for any claims for damages sustained by you or others in your room as a result of your acts or omissions, relating to any changes made by you to your room.

**15. Damages and costs**

The resident agrees to pay the University for any damages, lost property or unnecessary service costs caused by the resident through accident, neglect or intent. Where two or more students occupy the same room, responsibility 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, residents of the building where the damage or theft occurred may be held financially responsible.

**16. University dining**

The resident agrees to purchase a dining plan for each academic semester. There is a \$434.00 non-refundable enrollment fee each semester on all dining plans. Dining plans expire at the end of spring semester. Once the application is received, the dining plan choice cannot be changed for the fall semester. A student may request in writing a change of dining plan for spring semester by November 15, 2011. Any unused money at the end of the spring semester will be forfeited.

**17. Vacating**

The resident will vacate his/her room within 24 hours after termination of this agreement; loss of student status; or after his/her last final exam of the semester. Any property left at the end of the contract term will be considered abandoned and shall be removed from the room by UW-Parkside staff.

**18. Rules and regulations**

Regulations established by UW-Parkside Residence Life and the UW System Board of Regents as published at <http://www.uwp.edu> Keyword: Residence Life and the UW-Parkside Student Guidebook. Regulations governing Residence Life are subject to change. The resident agrees to abide by all state and federal laws, university and residence hall regulations as outlined under the Policies and Procedures link of the Residence Life Home Page and the Student Guidebook.

**19. Contract changes**

Amendments or exceptions may not be made in the terms and conditions of this contract without the written permission of the Director of Student Life.

**20. Room entry**

**Authorized personnel may enter your room for reasons of health, safety, general welfare or to make necessary repairs.**

FOR FURTHER INFORMATION CONTACT: Residence Life Office, 4135 University Drive, Kenosha, WI 53144, 262-595-2320 (office), 262-595-2057 (fax)