

# CONTRACT

2021-2022 ACADEMIC YEAR

This document establishes the terms and conditions of occupancy in the University Residence Halls/Apartments 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 entire contract process and submit the contract.**

## 1. Eligibility

Residents must be currently enrolled as full-time students at the University of Wisconsin-Parkside or be otherwise determined eligible by the Assistant Director of Housing and Residence Life. The Department of Housing & Residence Life reserves the right to terminate your contract if you are registered for or your credit load is reduced to part-time status (11 credits or less for undergraduate students, 5 credits or less for graduate students), unless continued residency is determined warranted by the Assistant Director of Housing and Residence Life.

## 2. Contract Term

This contract is for the entire academic year, including both fall and spring semesters, 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 remainder of the 2021-2022 academic year. This contract does not include the winter term between fall and spring. Students attending winter term classes are required to sign up with the Department of Housing & Residence Life and are subject to additional charges.

## 3. University's Obligation

The University agrees to furnish 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 Housing & Residence Life and University Dining Services. The resident further agrees to honor the terms and conditions stated in this contract.

## 5. Rates

Housing and Dining rates are approved annually by the Board of Regents of the University of Wisconsin System. Projected 2021-2022 rates are provided on the Housing & Residence Life website at <http://uwp.edu/live/offices/residencelife>. The 2021-2022 rates will be finalized by Summer 2021. Housing rates include a fee for use by residence hall student organizations to provide social, cultural, and educational programs for residents.

## 6. Payment

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

## 7. Contract Fee

Students who have not previously lived on campus will be required to pay a \$50.00 Contract Fee. The Contract Fee is nonrefundable.

## 8. Assignment Policy

**A.** The University does not discriminate in room or building assignment on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, or any other category protected by law. The University will attempt to honor, whenever possible, requests for particular accommodations.

**B.** The University reserves the right to assign roommates, to change rooms or hall assignments and/or to consolidate vacancies by requiring residents to move from one accommodation to another.

**C.** Inability to honor assignment preferences or requests will not void this contract.

## 9. Cancellation

**A.** This contract may be canceled by students who are exempt from the residency requirement, if written notice of cancellation is received by the Department of Housing & Residence Life on or before July 1, 2021, for academic year contracts, on or before December 15, 2021, for 2022 spring semester only contracts.

**B.** After July 1, 2021, for academic year applications and December 15, 2021, for spring semester contracts, 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. Married and/or with legally dependent children - Copies of marriage certificate and/or children's birth certificates required.
4. Loss of student status; withdrawing from the university, or transferring to another institution.
5. Unusual and compelling circumstances which, in the judgment of the Assistant Director of Housing and Residence Life, entitles the resident to special considerations; verification of circumstances is required.

## 10. Termination

The University may terminate or temporarily suspend this contract without notice in the event of a situation which would make continued operation of housing facilities and dining service unfeasible. 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 Housing regulations. Contract termination because of administrative dismissal or disciplinary dismissal from the University and/or University

Housing will subject residents to forfeiture of the remainder of their housing charge for the semester. A contract termination granted under 9B (5) of this contract will result in a \$200 cancellation fee.

#### **11. Refund of Housing Payments**

Students granted a contract termination after the start of the contract will be refunded any unused housing payments on a prorated basis according to a weekly proration schedule. Appropriate checkout procedures must be observed. No refunds will be made for departures during the last two weeks of the fall or spring semesters. Students who are removed from the university or university housing due to violation of the Residence Hall Handbook or student code of conduct are not eligible for a refund.

#### **12. Contract Reassignment**

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

#### **13. 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, or relating to any changes made by you to your room.

#### **14. Damages and Costs**

The resident agrees to pay the University for any damages, lost property, or unnecessary service costs caused by the resident or his/her guest through accident, neglect, or intent. Where two or more students occupy the same room/suite/apartment, responsibility will be assessed equally between the residents unless specifically identified differently by the residents. If individuals responsible for "common area" damage or theft cannot be identified, residents of the building or area where the damage or theft occurred may be held financially responsible.

#### **15. Abandoned and Personal Property**

Residents are responsible for removing all personal property from University Housing when they move out. The Department of Housing & Residence Life 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, the Division, and its officers, employees, and agents will not be responsible for loss, damage, or theft of the property. Property that is not in good condition and/or working order will be disposed of immediately. Students may be assessed a disposal fee for abandoned personal property.

#### **16. University Dining**

The resident agrees to purchase a dining plan for each academic semester. Administrative fees of \$511 will be assessed on all residential dining plans each semester. Dining plans expire at the end of spring semester. A student may request a change of dining plan for fall by July 1, 2021, or spring semester by December 15, 2021. The dining plan choice cannot be changed for contracts received after these dates for the respective semester. Any unused money at the end of the spring semester will be forfeited.

Fall dining plans begin, August 2, 2021 and spring semester starts January 3, 2022.

#### **17. Refund of Dining Payments**

Dining plan cancellations and associated refunds are determined through the formal written appeal process.

**A.** Cancellations prior to the fourth week of the semester: students are eligible to keep their dining plan, convert it to a voluntary plan, or receive a prorated refund of the Dining Services administrative fee and all unused dining dollars. The Ranger Card administrative fee is non-refundable.

**B.** Cancellations beginning the fourth week of the semester: students are eligible to keep their dining plan or have their unused dining dollars refunded. The Dining Services and Ranger Card administrative fees are non-refundable.

#### **18. 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.

#### **19. Rules and regulations**

Regulations established by UW-Parkside Housing & Residence Life and the UW System Board of Regents as published at <http://uwp.edu/live/offices/residencelife>, should be reviewed prior to students arriving to campus. Regulations governing Housing & Residence Life are subject to change. The resident agrees to abide by all state and federal laws, university and residence hall/apartment regulations as outlined under the Housing & Residence Life webpage and the UW-Parkside Student Handbook.

#### **20. Firearms and Dangerous Weapons**

The possession and/or use of any firearms, ammunition, explosives, and/or other dangerous weapons (including firearm and dangerous weapon replicas) are prohibited in and/or around residence hall/apartment buildings.

#### **21. Room Entry**

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

#### **22. Contract Changes**

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

#### **FOR FURTHER INFORMATION CONTACT:**

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