2017-2018 Terms and Conditions of Residence Hall Contract

Introduction
The purpose of this document is to establish the terms and conditions of the residence hall contract for the Department of Residence Life at the University of Wisconsin-River Falls, herein referred to as the “University.” This document constitutes an offer by the University to contract with the Student, herein referred to as the “Resident”, for residence hall facilities.

Completing and signing the Residence Hall Contract online and returning it with a $135 contract payment ($100 deposit and a $35.00 non-refundable processing fee) establishes a binding contract between the Resident and the University.

Eligibility
The Resident must be an enrolled student at the University taking a minimum of 6 credits or be determined eligible by the Director of Residence Life. Eligibility also may be extended to non-UWRF students through Board of Regents approval. Residence Life reserves the right to terminate this contract if the Resident is registered for, or the credit load is reduced to, 5 credits or fewer unless continued residency is permitted by the Director of Residence Life.

To reside in the residence halls, Wisconsin law [sec. 36.25(46)] requires the Resident to affirm whether they have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination, if any.

While living in the residence halls, all Residents are responsible for their own self-care including appropriate personal hygiene, physical and mental health, management of medical conditions or illnesses, and other personal needs. Residents are expected to utilize the various resources available to them to provide care for themselves. Residents with the inability or perceived inability to meet these self-care expectations and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave the residence halls.

Residency Requirement
The Department of Residence Life administers the UW-System Board of Regent’s policy (Regent Policy Document 24-2) requiring first year and second year students to live in university residence halls. This requirement does not apply to students who are 21 years of age or older or students who have graduated from high school two years prior to the start of the contract.

Any student seeking an exemption to the residency requirement should refer to the Department of Residence Life website for specific policy information, forms, and documentation required.

Request for exemption after the beginning of the semester will be received but the room charges will accrue from the beginning of the first day of the contract period until the exemption is approved and the Resident officially checks out.

Enrolled students who do not comply with this policy or who have not received exemption status will be charged the cost of a traditional double room.

Meal Plan Requirement
All Residents must be on a meal plan. The only exceptions to the meal plan requirement are for upper-class students in George R. Field South Fork Suites, or those who have been approved for a meal plan exemption by Dining Services.

Agreement
The University hereby grants to the Resident a limited license to occupy University residence hall facilities under the terms and conditions stated herein. The University and Resident agree that no lease or landlord-tenant relationship is created by this agreement.

You, as the Resident, agree to:
  a. Make complete payments of all residence hall charges according to the University’s 2017-2018 billing schedule;
  b. Abide by Residence Life policies and all rules and regulations of the University, which are incorporated by reference and made a part of this contract;
  c. Honor the terms and conditions stated in this contract; and
  d. Read and act upon all electronic communications sent by the Department of Residence Life.
Assignments

1. This contract is valid only if residence hall space is available in either permanent or extended temporary rooms. Applicants are encouraged to submit their contract and $135 contract payment promptly to enhance their chances for securing accommodations. Failure to honor assignment preferences will not void this contract.

2. Roommates are assigned without regard to race, color, sexual orientation, gender identity expression, disability, national origin, veteran status, age, political affiliation, or religion. Furthermore, discriminatory practices of any kind are prohibited by the University in all areas of jurisdiction including residence halls.

3. Room reservations will be held until one week after the start of University classes unless the Department of Residence Life receives prior written notification of contract cancellation from the Resident.

4. Residence Life reserves the right to alter room assignments by administratively reassigning students within and between residence halls, assign roommates, and consolidate vacancies by requiring residents to move from single occupancy of double rooms to double occupancy in the same hall.

5. The University may terminate this contract by written notice if the Resident fails to comply with any of the terms and conditions of the contract.

6. If the University has a different administrative need for a wing or floor in the residence hall, there will be no guarantee of retaining the same room beyond the current academic year.

7. Extended Housing: If the number of students submitting residence hall contracts exceeds the number of permanent rooms on campus, Residents will be housed in extended rooms. These locked, secured, spaces are rooms and study 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 Residents will be re-assigned and must relocate to the permanent rooms. Generally, receipt date of the completed residence hall contract and contract payment determines the order of re-assignment out of extended housing.

8. Accommodations for Students Based on Gender Identity/Expression: Students with individual needs should contact the Department of Residence Life. A limited number of rooms with access to gender-inclusive bathrooms/shower are available.

Accommodation for Students with Disabilities or Medical Needs

Students with documented disabilities or medical needs who require accommodations in their residence hall room must contact the Department of Residence Life. Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which on-campus accommodations are needed. Residence Life is committed to working with students needing accessibility or other accommodations.

Contract Length

This contract is for the entire 2017-18 academic year. Occupancy periods will be limited from Saturday, September 2, 2017 to building close time on Friday, December 22, 2017, and from Saturday, January 20, 2018 to building close time on May 12, 2018 or 24-hours after the Resident’s last final exam, whichever comes first. This contract cannot be terminated or canceled except under the conditions cited in the Cancellation and Termination sections of this agreement. These dates are subject to change by the Department of Residence Life and will not change the financial obligations of this contract.

Break/J-Term Periods

Residence halls remain open during the Thanksgiving Break and Spring Break. The residence halls close for Semester Break/J-Term. Residents desiring to remain on campus during Semester Break/J-Term may do so for an additional fee and provided they follow all sign-up procedures and meet the qualifications as described on the Department of Residence Life website. Residents will be billed for the Semester Break/J-Term via their University billing accounts. Only those Residents with an approved J-Term contract will have access to their individual residence hall during Semester Break/J-Term.

Residents taking J-Term classes and wish to live on-campus, but are not returning Spring Semester, will be moved to extended housing.

Contract Changes

Changes may not be made in the terms and conditions of the residence hall contract 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 residence hall 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 Assignment

This contract cannot be reassigned by the Resident to another party.
Contract Cancellations
Residents who cancel this contract on or before May 1, 2017, for 2017-18 academic year or November 15, 2017, for the 2018 spring-only semester will receive a refund of their $100.00 deposit, assuming there are no outstanding fees or charges on the student bill. If a Resident cancels the contract after these specified deadline dates and prior to the first day of classes, or applies after these dates and then cancels, the $100.00 deposit will not be refunded.

Residents who are not eligible to live off campus and who fail to occupy their assigned room within one week after the start of classes will be in violation of the residency requirement.

Residents who are eligible to live off campus and fail to occupy their assigned room within one week after the start of classes will have their contract canceled by the University and the deposit will not be refunded. Additionally, an administrative charge, not to exceed one week’s room fee will be added to the student’s account.

Termination of Residence Hall Contract by Resident
Starting the first day of classes of the academic year, a Resident who has checked into a residence hall during this contract period may apply to the Director of Residence Life or their designee for a contract termination for the following circumstances:

1. Loss of student status as defined as graduation, transferring to another school, suspension, withdrawal or failure to attend.
2. Assignment to a University sponsored internship, research, or other University program that requires living away from River Falls.
3. Completion of graduation requirements during the term of the contract.
4. Marriage and or parenthood. Presentation of certification(s) is required.
5. Call to active military duty. Documentation is required.

If the Resident receives approval for one of the above circumstances this contract will be terminated. Any remaining charges will be prorated to the Resident’s student account based on the date of checkout.

Residents requesting a contract termination for the spring semester must submit CTR Form to Residence Life by December 1. If Resident is approved for spring contract termination the deposit refund will be credited to the students billing account. If Resident submits contract termination request after December 1 the $100 deposit will not be refunded.

All other Residents are obligated to live in the residence halls for the entire year. They are not eligible to be released from the contractual agreement at mid-year or any time during the year. If a Resident vacates before the final week of the academic year without approval of the Director of Residence Life or their designee it will result in a breach of contract. In this case the Resident will be responsible for 100% of the remaining cost of the 2017-18 academic year contract based on check out date, and the Resident will forfeit the $100.00 deposit.

Termination of Residence Hall Contract by University
The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency which would make continued operation of the residence halls unfeasible. There shall not be any liability on the part of the University for the refund of any payments or the residence hall contract deposit in the event the contract is terminated for this reason.

The University may cancel or terminate this contract if the Resident fails to meet the full terms and conditions stated herein or for violation of University and/or residence hall policies as stated in Residence Hall Conduct Policies and Procedures, which is made part of this contract by reference. When a residence hall contract is terminated for disciplinary reasons the Resident will be responsible for 85% of the remaining cost of the 2017-18 contract, forfeit the $100 deposit, and may be restricted from the residence halls.

Deposits
The purposes of the $100 deposit portion of the contract payment are as follows:

1. Reservation Guarantee - Room assignments cannot be processed until the deposit has been paid. The deposit is refundable with an approved contract cancellation on or before May 1, 2017 (for full year agreements) and November 15, 2017 (for students admitted for the spring semester).
2. Damage Fund – The deposit serves as a damage fund which can be utilized in the case that damages or repairs are needed and are assumed to be the responsibility of the Resident. If damage costs total more than $100 the remaining charges will be applied to the Resident’s student account.
3. Debts– This deposit may be utilized to cover debts and financial obligations which have arisen out of the contract for which the Resident is liable such as: residence hall payment, fines, assessments, or any outstanding University charges.
Rates/Payments

The residence hall rates are determined annually and approved by the Board of Regents of the University of Wisconsin System. The Resident Agrees to pay the rates as established and announced in the summer of 2017. Payment will be made in accordance with the University policy on payment of tuition and fees as administered by the Student Billing Office. 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.

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 occur, the University reserves the right to adjust rates or allow them to remain in full effect.

Policies and Procedures

Policies and procedures have been established to provide an appropriate learning environment. Policies and procedures are outlined in the Residence Life Conduct Policies and Procedures in the Residence Life Student Guide. All Residents are responsible for reviewing, understanding, and adhering to the policies and procedures.

Room Entry

The University maintains the right to enter Resident rooms for University purposes. Authorized personnel may enter Resident rooms for reasons of health, safety, general welfare, or to make necessary repairs to room and room equipment. Whenever possible, advance notification will be given. No room or personal items therein will be subject to search or seizure except as specifically authorized by law, a valid search warrant or court order, or the Resident’s permission.

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 the Resident’s 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, the Resident agrees to hold harmless and indemnify the Board of Regents of the University of Wisconsin System, the University of Wisconsin-River Falls, the Department of Residence Life and its officers, employees and agents, for damages sustained by the Resident or others, as a result of the Resident’s acts or omissions, relating to any changes or modifications made by the Resident to their room or furnishings, such as the configuration of loft beds, bookshelves, partitions, or other structures. This means that the Resident is financially responsible for injury to another party, or damage to their property, as a result of any equipment or items the Resident has constructed, created, purchased or used improperly, and that the Resident will pay any resulting claims on behalf of the University.