

University of Wisconsin-Stevens Point Suites@201 Contract for Housing and Dining Service 2020-2021 Academic Year

This document and those referred to within it constitute the University of Wisconsin-Stevens Point Housing and Dining Service Contract. The services described in the contract are offered exclusively under the terms and conditions stated.

To indicate acceptance of the contract, please complete and submit the housing contract (using the online instructions provided). A confirmation email will be sent upon successful completion of the contract.

Your electronic signature on the housing contract indicates you have read the contract, understand it and agree to all terms and conditions included in it. **THIS CONTRACT BECOMES LEGALLY BINDING ON BOTH PARTIES WHEN RESIDENTIAL LIVING RECEIVES YOUR SIGNED CONTRACT.**

This contract is **ONLY** for the Suites@201. Please contact Residential Living for additional information if you are interested in other residence halls.

THIS CONTRACT IS FOR THE ENTIRE 2020-2021 ACADEMIC YEAR AND CANNOT BE TERMINATED IF YOU ARE ENROLLED AT THE UNIVERSITY OF WISCONSIN-STEVEN'S POINT, REGARDLESS OF AGE OR THE NUMBER OF CREDITS CARRIED. You will only be able to terminate your contract for the Suites@201 if you are leaving campus for a credit-producing activity or if you are no longer attending UWSP. Release is granted only when you are no longer enrolled at the University of Wisconsin-Stevens Point or due to unusual and compelling circumstances as approved by the director of Residential Living or designee.

1) Residency Requirement

- a) *The Board of Regents of the University of Wisconsin System policy states that "those freshman and sophomore students who are not veterans, married or living with parents or guardian, shall be required to live in a university-operated residence hall when such accommodations are available;" (Board of Regents' On-Campus Residency Requirement Resolution 173).*
 - i) At the University of Wisconsin-Stevens Point, first-year and sophomore students are defined as individuals having graduated from high school two or fewer years ago.
- b) Students wishing to be exempt from the on-campus living requirement may fill out the "UWSP Housing Exemption Form", which may be downloaded from the Residential Living page of the UWSP website. This exemption is granted if:
 - i) The student is living with a parent/legal guardian at their permanent home and is commuting from within a 40-mile radius of Stevens Point.
 - (1) completion of the commuter statement portion of the UWSP Housing Exemption Form is required
 - ii) The student is married.
 - (1) a copy of the marriage certificate must be submitted.
 - iii) The student has dependent child(ren) living with them.
 - (1) birth certificate(s) and third-party verification is required.
 - iv) The student is enrolled in extension or other off-campus programs only.
 - v) The student is enrolled for six or fewer credits at UWSP.
 - vi) The student has reached the age of 21 years prior to the first day of classes for the semester in question.
 - vii) The student has served two (2) years of active duty with the military. ROTC, National Guard and Reserve duty do not qualify for this exemption.
 - (1) a copy of Form DD214 must be submitted.
- c) If a student has other extenuating circumstances for which they feel an exemption should be granted, a written request must be submitted to Residential Living.
- d) The UWSP Housing Exemption Form is due no later than August 1 prior to the start of the applicable academic year and December 1 for spring admits.

2) Eligibility

- a) To be eligible to live in the Suites@201 at the University of Wisconsin-Stevens Point, the you must either be an enrolled student at the University of Wisconsin-Stevens Point or be otherwise determined eligible by Residential Living AND you must have graduated from high school in or before June 2018.

- i) If availability remains, eligibility may be extended to those individuals who have graduated from high school in or before June 2019.
- b) Students subject to special partnership arrangements of the University may also be eligible.
- c) Eligibility may also be extended through Regent approval to students of other university education programs.

3) University's Rights and Obligations

- a) The University of Wisconsin-Stevens Point agrees to furnish housing and dining services to you according to the time periods listed in Section 5, "Contract Term."
- b) The university will provide a twin extra-long bed and mattress, dresser, desk and chair, closet space and utilities.
- c) In the event of facility emergencies or building maintenance that results in a temporary shutdown of a building's amenities, Residential Living will provide access to another building's facilities such as showers, laundry, etc. Notice will be provided to residents via their University of Wisconsin-Stevens Point email.
- d) Failure of the university to honor assignment preferences will not void this contract. Residential Living will make every effort to assign accommodations to living preference but does not guarantee assignment to a particular residence hall, type of accommodation, specific roommate, or a single room. Students with appropriate documentation of a condition that requires special accommodations should contact Residential Living for further information.
- e) The university reserves the right to change room or hall assignments, to assign roommates, to consolidate vacancies by requiring you to move from half-vacant rooms or to charge you for a single room, or to make other necessary changes in room accommodations at its discretion.
- f) Residential Living reserves the right to change or cancel assignments in the interests of order, health, safety, or discipline with appropriate written notice.
- g) The University of Wisconsin-Stevens Point Residential Living does not discriminate on the basis of race, color, gender, disability, sexual orientation, national or ethnic origin, or veteran status in the assignment of rooms or in the assignment of persons as roommates and rejects all requests for change of assignment based upon such reasons.

4) Your (the "Resident's") Obligation

- a) You ("the resident") agree to make payment of all fees as specified in Section 8, "Rates and Payments" of this agreement.
- b) You agree to observe all rules, policies, and regulations of the University of Wisconsin-Stevens Point, which are by reference a part of this contract, and to honor the terms and conditions states in this contract.
- c) Furthermore, you agree to abide by all state and federal laws. Failure to do so may result in disciplinary action up to and including eviction from university housing. Disciplinary action may also be taken by the university in accordance with the university's student code of conduct, specifically UWSP Chapter 17 – Non-academic Standards and Disciplinary Procedures and/or UWSP Chapter 18 – Conduct on University Lands.
- d) You are responsible for the actions of guests. Guests are to abide by university policies and be escorted in residential facilities at all times.

5) Contract Term

- a) This contract provides you a space in the Suites@201 and is for the entire academic year (defined as the fall and spring semesters only), or any portion of the academic year remaining at the time this contract is signed.
- b) This contract becomes legally binding on both parties when Residential Living receives your signed contract.
- c) This contract cannot be terminated or canceled except under the conditions cited in Section 9 "Termination of Contract" of this agreement.

6) Contract Assignment

- a) This contract cannot be reassigned by you to any other person; neither may you sublet any part of the premises. Residential space(s) must be occupied only by the resident(s) officially assigned to the space by Residential Living. This provision applies both to your space and to the board (meal) plan you have chosen, if applicable.
- b) Individuals in the Suites@201 are assigned to a four-person suite; each person is assigned to a single-occupant bedroom within the suite.

7) Dining Service

- a) Suites residents who have graduated from high school in or before June 2018 are NOT required to purchase a meal plan; however, if Suites@201 eligibility is extended to those individuals who have graduated from high school in or before June 2019, those residents are required to contract for one of the on-campus dining plans for the entire academic year.
- b) Dining service will be provided as described online at www.uwsp.edu/dining.

- c) Meal hours and dining service locations may be adjusted at the discretion of Dining Services. Additionally, individual food item prices may be adjusted to meet unforeseen cost changes.

8) Rates and Payments

- a) The housing and dining service rates are determined annually and approved by the Board of Regents of the University of Wisconsin System. You agree to pay the rates established and announced in the summer prior to the start of the academic year.
- b) Individuals in the Suites@201 are assigned to a four-person suite; each person is assigned to a single-occupant bedroom within that suite. Residents assigned to a suite will be charged the appropriate suites room rate.
- c) A per resident program fee is included in the overall housing rate for Residence Hall Association, Resident Assistant and hall council programming.
- d) The university, as a nonprofit, self-supporting enterprise, reserves the right to adjust contract rates and individual food item prices during the term of this contract, and you agree to pay the rates and prices as adjusted.
- e) Rates will not be increased by more than a total of 15 percent for room and dining services for the academic year.
- f) Before school begins or soon after the first day of classes, you will receive a bill for academic fees, room and board (housing and dining), and special course fees. These bills are paid through the Student Financial Office located in the Student Services Center. The university does offer a partial payment plan.
- g) Failure to satisfy the financial obligations accrued under this agreement may result in one or more of the following sanctions, pursuant to university rules and regulations governing the imposition of the sanctions:
 - i) denial of further meals
 - ii) denial of request for official grade transcript
 - iii) denial of enrollment
 - iv) eviction

9) Termination of Contract

- a) Termination Prior to the Start of the Academic Year
 - i) Termination of this contract prior to the start of the academic year may only occur for the following reasons:
 - (1) Cancellation of enrollment.
 - (2) Academic dismissal.
 - (3) Authorized academic activities occurring outside of a 40-mile radius of Steven Point, including but not limited to study abroad, student teaching, or an internship/co-op experience. Proof of location may be required.
 - ii) Termination of this contract for reasons other than those stated above requires written permission of the director of UWSP Residential Living or designee.
 - iii) Academic Year Contracts:
 - (1) Approved termination of this contract granted by the director of UWSP Residential Living or designee after July 1, may face a \$150 termination fee if the student remains enrolled at the University of Wisconsin-Stevens Point main campus.
 - (a) Exceptions to the termination fee include but are not limited to academic dismissal, military deployment, serious illness or injury to individual, or death in immediate family.
 - iv) Spring Semester Only Contracts
 - (1) Approved termination of this contract granted by the director of UWSP Residential Living or designee after December 15, may face a \$150 termination fee if the student remains enrolled at the University of Wisconsin-Stevens Point main campus.
 - (a) Exceptions to the termination fee include but are not limited to academic dismissal, military deployment, serious illness or injury to individual, or death in immediate family.
- b) Termination After Start of the Academic Year
 - i) Termination of this contract after the start of the academic year or at the end of the fall semester may only occur for the following reasons:
 - (1) Graduation.
 - (2) Authorized academic activities occurring outside of a 40-mile radius of Steven Point, including but not limited to study abroad, student teaching, or an internship/co-op experience. Proof of location may be required.
 - (3) Withdrawal or Cancellation of enrollment.
 - (4) Academic dismissal
 - (5) Circumstances that are determined by Residential Living to be an “authorized reason.”
 - ii) If you withdraw from the university after taking occupancy of the residential space, you will be responsible for payment based on the below refund schedule:

- (1) Proper check out completed during the first and second weeks of the semester: prorated nightly through check out date.
- (2) Proper check out completed during third and fourth week of the semester: student pays 50% of housing fees for the semester.
- (3) Proper check out completed during the fifth week or later of the semester: student pays 100% of the housing fees for the semester.
- iii) Residents contracted for a full academic year who do not return and are not enrolled at the university for the second semester will be billed for charges until the day following the university drop/add deadline for enrollment, unless the resident properly checks out of the hall, whichever occurs first.
- iv) Residents who move out of their residential space but do not initiate the university's withdrawal procedure or remain enrolled will continue to be billed room and board charges for the entire length of the contract.
- c) Termination by the University
 - i) The university may terminate this agreement under the following circumstances:
 - (1) Ineligible. The university may terminate this agreement if you are ineligible to reside in the Suites@201 as cited in Section 2, "Eligibility" or you are ineligible to return to the university for any reason, including disciplinary or academic expulsion or suspension.
 - (2) Exigency. The university may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency that would make continued operation of student housing and/or dining service not feasible.
 - (3) Violation of rules and regulations. The university may terminate this agreement with appropriate notice if you are found to have violated a rule or regulation referred to under Section 4, "Your (the Resident's) Obligation." Such termination must be in accordance with the provisions of Section 18, "Disciplinary Action" of this agreement. In all cases where a student is removed from the halls due to conduct reasons, the student will be responsible for the full payment of the housing and meal plan contract.
 - (4) Failure to comply with contract. If you fail to comply with any portion of this agreement, the university may terminate this contract with appropriate notice. In all cases where a student is removed from the halls for failure to comply with the contract, the student will be responsible for the full payment of the housing and meal plan contract.

10) Liability

- a) The University of Wisconsin-Stevens Point is not liable for property belonging to you that may be lost, stolen or damaged in any way, wherever this may occur on the premises (including storage facilities).
- b) You agree to be solely responsible for insuring any personal property located or stored with university owned or managed housing against the risks of damage, destruction, or loss resulting from theft, fire, weather, water damage, and all other hazards and casualties. Regardless of whether you secure such insurance, you assume responsibility for your own personal belongings.
- c) You agree to hold harmless the state of Wisconsin and the Board of Regents of the University of Wisconsin System and all of their officers, employees and agents and to indemnify them for any claims for loss, theft, property damage or personal injury, including death, sustained by you or others that occur in student residential spaces, common areas, or elsewhere in or around the residence halls as a result of your acts or omissions. **THIS CLAUSE MAKES YOU FINANCIALLY RESPONSIBLE TO THE UNIVERSITY AND RELEASES THE UNIVERSITY FROM RESPONSIBILITY IN THE EVENT THAT A PERSON IS INJURED DUE TO A HAZARD CREATED BY YOU IN THE RESIDENCE HALLS, OR DUE TO YOUR NEGLIGENCE.**
- d) If you choose to rent a loft (loft information cited in Section 15, "Room Condition"), you accept full and complete liability and responsibility for any accident or injury, damage or destruction which may occur as a result of any items you move or loft assembly/disassembly.

11) Break Periods

- a) The Suites@201 remains open during university break periods (Thanksgiving, winter break and spring break)
- b) You may remain in your assigned residential space during break periods. If you choose to stay during any portion of the winter break, you will reside in your spring assignment.
- c) Residence hall desk hours and mail operations are limited. Changes will be posted prior to and during break periods.
- d) There is no dining service provided during break periods.

12) Entry by Staff

- a) University officials reserve the right to enter and inspect university residential spaces at any time. Inspections are conducted to protect and maintain the property of the university, ensure the health and safety of all university students, or whenever necessary, to aid in the basic responsibility of the university regarding discipline and

maintenance of an educational atmosphere. In such cases, efforts will be made to notify the resident(s) in advance and to have resident(s) present at the time of entry.

- b) University facilities personnel reserve the right to enter residential spaces to repair and maintain the space. Residents who submit a work order should expect facilities personnel to enter their residential space between the hours of 7:30 a.m. – 2 p.m., Monday-Friday, with an exception of a facilities emergency which requires immediate attention. Concerns with time of entry for maintenance can be noted on maintenance requests and facilities personnel will do their best to accommodate that request.

13) Vacating your Residential Space

- a) You agree to vacate the premises
 - i) within 24 hours after your last examination of the semester, or
 - ii) within 24 hours of ceasing to be a student at this university, or
 - iii) within 24 hours of termination of this agreement, or
 - iv) according to the posted residence hall break schedule, whichever occurs earliest.
- b) Under compelling circumstances, exceptions to the provisions in this section may be granted upon the recommendation of the appropriate residence hall director.
- c) If you are a graduating senior at this university, you may remain in your residential space until the announced time on Commencement day.

14) Abandoned and Unclaimed Property

- a) Residential Living will not store any personal property left by residents who vacate or abandon their residential space, with the exception for prescription medication or medical equipment, which will be held for seven (7) days from the date of discovery per 2011 Wisconsin Act 143. After seven (7) days, medical items will be securely disposed of.
 - i) Residential Living may dispose of the property without compensation to you and charge you for labor involved in removing trash or property.
 - ii) Residential Living may sell or otherwise dispose of such property in any manner without liability.
- b) Property left in common areas of the residence halls, such as laundry rooms, kitchens and lounges, and unclaimed in a timely fashion will be sold or otherwise disposed of.

15) Room/Suite Condition

- a) When you move into your suite, you will have an opportunity to complete a room and suite condition record, which will be an accurate and complete record of the contents and condition of the assigned residential space. This inventory will serve as the basis for any check-out charges you may be assessed.
- b) A failure on your part to complete check-in or check-out procedures will not prevent assessment of charges. You agree to follow the proper check-out procedure when vacating the premises. Should extra cleaning by university personnel be required, you may be assessed a service charge.
- c) You are responsible for cleaning your own residential space, for removing waste materials regularly, and for maintaining a sanitary and safe environment acceptable to the university.
- d) All university-provided furniture must remain in rooms, suites or common areas to which it has been allocated. Residential Living will not provide storage for furniture and any furniture that is missing upon checkout will be charged for accordingly.
- e) False walls, partitions, or platforms are also not allowed in any of the residence halls.

16) Damage and Costs

- a) You agree to pay for any damages, lost property or unnecessary service costs accrued. You will be billed for damages to the building and for damaged or missing furniture or equipment.
- b) All suites residents will be given the opportunity to explain any damage or loss to their room. If the university cannot determine who is responsible for the damage or loss, the cost will be divided and assessed equally between or among the residents of the suite.
- c) When damages occur in a common area of a building, residents of that wing, floor or building will be given the opportunity to explain any damage or loss to the common space. If the university cannot determine who is responsible for the damage or loss, the cost will be divided and assessed equally between or among the residents of the wing, floor, or building.

17) Rules and Regulations

- a) You are responsible for observing university and residential regulations, which are communicated via UWSP Chapter 17 – Non-academic Standards and Disciplinary Procedures and/or UWSP Chapter 18 – Conduct on

University Lands and the Residential Living Handbook (available online at www.uwsp.edu/resliving/documents/pdf/rlhandbook.pdf).

- b) Lack of knowledge or understanding of the rules and regulations does not exempt you from the responsibility of abiding by them.
- c) Individual hall policies, when passed by the hall council, approved by the vice chancellor for Student Affairs or a designee, and published for individuals of the hall, constitute a part of this contract. Violations of hall policies will be handled in the same manner as contractual violations (please refer to Section 18, “Disciplinary Action”).
- d) The university and Residential Living reserve the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion, giving due notice in accordance with policy.
- e) Upon arrival to campus, you need to complete a roommate agreement regarding your shared living space with your roommate(s). Violations of that agreement may result in disciplinary action or a room change if a solution cannot be agreed upon.

18) Disciplinary Action

- a) If you are involved in a violation of this contract or other university rules and regulations, any disciplinary action taken will be according to the procedures described in via UWSP Chapter 17 – Non-academic Standards and Disciplinary Procedures and/or UWSP Chapter 18 – Conduct on University Lands. Information about these policies are available via the Dean of Students Office or at <https://www.uwsp.edu/dos/>.
- b) UWSP Chapters 17 and 18 and sections of this contract notwithstanding, residents involved in excessive noise or disruptive behavior, which is deemed detrimental to the environment of the hall may be removed from the halls upon the recommendation of the appropriate residence hall director and the concurrence of the Dean of Students office and the vice chancellor for Student Affairs or a designee. Such action may be taken instead of temporary suspension from the university and may occur prior to the convening of a conduct adjudication hearing.

19) Background Disclosure

- a) In accordance with UW System Administrative Policy 136, *Required disclosure for participation in certain UW System services and programs*, the University of Wisconsin-Stevens Point must inquire about whether a student has any felony pleas or convictions or non-academic post-secondary disciplinary violations prior to that student being able to live in university housing.
- b) This information is gathered as part of the housing contract and application process. Students who reply yes to one or both of the following questions are provided an opportunity to explain their situation.
 - i) “Have you ever been convicted of a felony? This includes pleading no-contest or guilty to a felony.”
 - ii) “Have you ever been expelled, dismissed, or suspended from a postsecondary institution for a non-academic reason?”
- c) The University of Wisconsin-Stevens Point will review affirmative disclosures and may request additional information to make a decision on student participation in on-campus housing.
- d) Failure to disclose information requested by UW System Administrative Policy 136 may result in disciplinary action or removal from university housing.

20) Immunization Requirement

- a) The state of Wisconsin requires that all university students living in residence halls either be immunized for Hepatitis B and Meningococcal disease or sign a waiver indicating they have received information regarding these diseases and is choosing to not be immunized.
- b) A response form and information are included in the housing application process.