Residential Living Contract for Non-Student (Intern and Employee) Housing Summer 2020

This document and those referred to within it constitute the University of Wisconsin-Stevens Point ("UWSP") Summer Housing Contract for individuals who are NOT UWSP students who wish to reside in UWSP Summer Housing. The services described in the contract are offered exclusively under the terms and conditions stated.

Information about summer housing and the application to request NON-STUDENT housing is found on the University of Wisconsin-Stevens Point Residential Living website at [https://www.uwsp.edu/resliving/Pages/applying/summer.aspx](https://www.uwsp.edu/resliving/Pages/applying/summer.aspx). Upon approval of your application, a housing agreement with contract start and end dates, along with a copy of this contract will be sent to you. A signed contract and advance deposit of $225.00 will guarantee you a space in summer housing at UW-Stevens Point.

THIS AGREEMENT BECOMES LEGALLY BINDING ON BOTH PARTIES WHEN WE RECEIVE YOUR SIGNED CONTRACT.

1) Eligibility
   a) To indicate your interest in summer housing, please complete and submit your summer housing application via the instructions and application link found on the website referenced above. A summer housing contract will be sent to you upon approval of your application.
   b) 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 an individual has any felony pleas or convictions or non-academic post-secondary disciplinary violations prior to any individual being able to live in university housing. A background check may also be completed for non-UWSP students to ensure the safety of our students and other visitors on campus during the summer period (including youth camps and conferences).
      i) 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.
         (1) “Have you ever been convicted of a felony? This includes pleading no-contest or guilty to a felony.”
         (2) “Have you ever been expelled, dismissed, or suspended from a postsecondary institution for a non-academic reason?”
      ii) 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.
      iii) Failure to disclose information requested by UW System Administrative Policy 136 may result in disciplinary action or removal from university housing.
   c) All summer housing residents MUST have an on-campus housing assignment for fall if they wish to stay in summer housing beyond Saturday, August 15, 2020.

2) University’s Obligation
   a) The University of Wisconsin-Stevens Point agrees to furnish housing to you according to the time periods listed in Section 4, “Contract Term & Assignment.”
   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.
   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
The 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.

3) Your (“the Resident’s”) Obligation

   a) You (“the resident”) agree to make payment of all fees as specified in Section 7, “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 stated 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.

4) Contract Term & Assignment

   a) This contract provides the individual a space in campus housing and is for the summer session, which begins on Sunday, May 17, 2020 and ends for non-UWSP students on Saturday, August 15, 2020.

   b) Accommodations are provided on a weekly basis, Sunday-Saturday based on the requested arrival/departure dates gathered in the housing application process, dependent on application approval.

   c) This contract becomes legally binding on both parties when we receive your signed contract.

   d) This contract cannot be terminated or canceled except under the conditions cited in Section 8, “Termination of Summer Housing Contract” of this agreement.

   e) This contract cannot be reassigned by you to any other person; neither may you sublet any part of the premises.

5) Amenities

   a) Dining: There is no meal plan offered during the summer session

   b) Laundry: Guests are able to purchase laundry cards through the University Information and Ticket Desk in the Dreyfus University Center.

   c) Mail: Guests will receive access to a shared mailbox for use.

   d) Cable and Internet is also provided.

6) Deposit

   a) An advance deposit of $225, along with a signed contract, will guarantee a space in summer housing at UWSP. The advance deposit of $225 is payable by check or money order to UWSP.

   b) $200 will be held and applied to any damages or other charges incurred during the length of stay, such as lost keys;

   i) Any unused portion of the $200 deposit will be refunded to the individual via check after the check-out has been processed.

   c) $25 will be held by UWSP Residential Living as a processing fee.

7) Rates and Payment

   a) Accommodations are provided on a weekly basis, Sunday-Saturday. Charges cannot be prorated based on resident arrival or departure date.

   b) The rate of summer housing is $140 per week.

   c) Non-students will receive an invoice with their contract for their stay. The invoice must be paid in full upon check in via check or money order made payable to UWSP. No other form of payment is accepted.

   d) The university, as a nonprofit, self-supporting enterprise, reserves the right to adjust contract rates and prices during the term of this contract, and you agree to pay the rates and prices as adjusted.

   e) 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 request for official grade transcript, or
   ii) denial of enrollment and
   iii) eviction

8) Termination of Summer Housing Contract
   a) Termination Prior to Occupancy
      i) Summer housing contract changes and cancellations must be received in writing five (5) business
days prior to your contract start date, as outlined in your signed contract.
         (1) Contract Cancellations received five (5) business days prior to their contract start date
             will receive a $200 refund of their $225 advanced deposit. $25 is held as a processing fee.
         (2) Contract Cancellations received LESS than five (5) business days prior to their contract
             start date will receive a $100 refund of their $225 advanced deposit.
         (3) Contract Cancellation received on the contract start date or after expected occupancy date
             will forfeit the full advanced deposit.
   b) Termination After Occupancy
      i) Non-student summer housing contracts cannot be changed or canceled after occupancy of a
         residential space. Individuals may choose to check out prior to their contract end date; however,
your housing fees will not be prorated based on your departure date.
         (1) Upon check out, the advance deposit will be refunded based on the procedure outlined in
             Section 10 “Damage and Costs”
   a) Termination by the University
      i) The university may terminate this agreement under the following circumstances:
         (1) Failure to occupy room. The university may terminate this agreement if you fail to occupy your
             residential space by your expected check in date. If you will be delayed in occupying your
             residential space beyond your check in date, notify the Residential Living Office, in writing, of the
             delay and the date of arrival. There will be no proration of fees due to delayed occupancy.
         (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 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 3, “Your (the
             Resident’s) Obligation.” Such termination must be in accordance with the provisions of Section 15,
             “Disciplinary Action” of this agreement. In all cases where you are removed from the halls due to
             conduct reasons, your housing fees will NOT be prorated based on your departure date.
         (4) Failure to comply with contract. If you fail to comply with any portion of this agreement, the
             university may terminate this contact 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 contract.
         (1) Upon check out, the advance deposit will be refunded based on the procedure outlined in Section, 10
             “Damage and Costs”

9) 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). 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 damages sustained by you or others in
      your room 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.

10) Damages and Costs
    a) You agree to pay for any damages, lost property or unnecessary service costs accrued by you. You will receive a
        list of damages and corresponding costs related with those repairs or replacements upon check-out.
        i) Your advanced deposit will be used to cover any damage costs, with any remaining portion returned to
            you per Section 6, “Deposit”.
        ii) When damage costs exceed $200, a bill will be provided to you with instructions and due date to pay
b) When two or more students occupy the same room, the 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 room, wing, floor or building, as applicable.

11) Vacating Your Room
a) Since summer housing is arranged by the resident on a week to week basis, the resident agrees to vacate the premises within the following guidelines
   i) By noon on the resident’s requested and designated check out date per their housing contract, or
   ii) By any given deadline provided to the resident to coordinate the cleaning of the summer housing facility. Specific instructions will be provided to residents on how to check in and out of spaces as appropriate, or
   iii) according to the posted residence hall check out schedule.

b) Vacating a space includes removing all items from the residential space. This means that residents who have a gap in their summer housing arrangements must completely vacate their space. A resident may keep items in a space if they have selected that week of housing as part of their housing contract and are charged for that week in accordance with Section 7, “Rates and Payment”.

c) All summer housing residents MUST have an on-campus housing assignment for fall if they wish to stay in summer housing beyond Saturday, August 15, 2020.

12) 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.

13) Room Condition
a) When you move into your room, you will complete, sign and turn in a room condition record with a summer staff member, which will be an accurate and complete record of the contents and condition of your assigned room. This inventory will serve as the basis for any check-out charges you may be assessed. (A failure on your part to complete check-in or check-out procedures will not prevent assessment of charges when deemed appropriate by the university.) You agree to follow the proper check-out procedure when vacating the premises. Should extra cleaning by university personnel be required because of your poor housekeeping, you may be assessed a service charge.

b) You are responsible for cleaning your own room, for removing waste materials regularly, and for maintaining a sanitary and safe environment acceptable to the university.

c) Furniture attached to the floor or walls may not be moved. Furniture must not be removed from rooms or common areas to which it has been allocated.

14) Rules and Regulations
a) You are responsible for observing university and Residential Living regulations, which are communicated more fully in your Residential Living Handbook (available online at https://www.uwsp.edu/resliving/documents/pdf/rlhandbook.pdf).

b) Individual hall policies, when passed by the hall government, approved by the vice chancellor for Student Affairs or a designee, and published for residents of the hall, constitute a part of this contract. Violations of hall policies will be handled in the same manner as contractual violations.

c) Changes in the rules and regulations may be made by the university during the term of the contract. Such changes are communicated via email and/or other notification methods one week before the changes become effective, unless the health or safety of persons using the facilities may be adversely affected by a delay; then implementation may be immediate.

d) Firearms (whether carried concealed or openly) and other devices designed as weapons and capable of producing death or great bodily harm are prohibited in the residence halls.
15) 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. YOU HEREBY AGREE THAT FOR THE PURPOSES OF THIS CONTRACT, YOU WILL BE TREATED AS A “STUDENT” UNDER UWSP CH. 17. 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.

16) Immunization Requirement
   a) To live in residence halls, you must either be immunized for Hepatitis B and Meningococcal disease or sign a waiver indicating you have received information regarding these diseases and are choosing to not be immunized.
   b) A response form and information are included in the housing application process.