

UNIVERSITY OF WISCONSIN-STEVENSON POINT AT WAUSAU
Contract for Housing and Dining Service
2019-20 Academic Year

This document and those referred to within it constitute the **UNIVERSITY OF WISCONSIN-STEVENSON POINT AT WAUSAU** Housing and Dining Service Contract. The services described in the contract are offered exclusively under the terms and conditions stated.

To indicate your acceptance of the contract, please

- pay your \$125 housing prepayment (following the steps in the application instructions) AND
- complete and submit your housing contract (using the online instructions provided to you).

You will receive a confirmation email upon successful completion of your 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 WE RECEIVE YOUR SIGNED CONTRACT AND PREPAYMENT.**

THIS CONTRACT IS FOR MARATHON HALL, LOCATED AT THE UNIVERSITY OF WISCONSIN-STEVENSON POINT AT WAUSAU CAMPUS ONLY.

1. Eligibility

To be eligible to live in Marathon Hall, you must either be an enrolled student at the University of Wisconsin-Stevens Point at Wausau or be otherwise determined eligible by Residential Living.

Eligibility may also be extended through Regent approval to students of other than university education programs.

2. University's Obligation

The University of Wisconsin-Stevens Point at Wausau agrees to furnish housing and dining service to you according to the time periods listed in Section 4, CONTRACT TERM.

Failure by the university to honor assignment preferences will not void this contract. The university reserves the right to change room or hall assignments, to assign roommates, to consolidate vacancies by requiring residents to move from half-vacant rooms or to charge the resident for a single room, or to make other necessary changes in room accommodations, at its discretion.

3. Your Obligation

You agree to

- make all fee payments as specified in Section 7, RATES AND PAYMENTS of this agreement;
- observe all rules and regulations of the University of Wisconsin-Stevens Point at Wausau, which are by reference a part of this contract; and
- honor the terms and conditions stated in this contract.

4. Contract Term

This contract is for the full academic year (defined as the fall and spring semesters only).

This contract cannot be terminated or canceled except under the conditions cited in Section 8, TERMINATION OF CONTRACT of this agreement. If entered into on or after August 28, 2019, this agreement applies to the balance of the 2019-20 academic year.

5. Dining Service

All Marathon Hall residents are required to contract for an on-campus dining plan. Dining service will be provided as

described online at <https://www.uwsp.edu/ausau/campus/Pages/dining.aspx>. Meal hours and dining service locations may be adjusted as needed, with notification provided to residents. Under this agreement, dining service is not provided during any period when the university is not in session.

6. Prepayment

The \$125 prepayment submitted with this contract will be credited to your second semester bill unless it becomes necessary to withhold this credit to cover other obligations incurred by you under the terms of the contract. See also Section 8, TERMINATION OF CONTRACT.

7. Rates and Payment

The housing and dining service rates are determined annually and approved by the Board of Regents. You agree to pay the rates established and announced in the summer.

Most Marathon Hall rooms are double occupancy; individuals may request a single room and those individuals assigned to single occupancy rooms will be charged the appropriate single room rate.

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. Rates will not be increased by more than a total of 15 percent for room and dining service for the academic year. With seven days notice, individual food item prices may be adjusted to meet unforeseen cost changes.

Before school begins or soon after the first day of classes, you will receive a bill for your academic fees, room and board, and special course fees. These bills are paid through your AccesSPoint account, the UW-Stevens Point at Wausau Solutions Center, or the Student Financial Services in the Student Services Building located on the UWSP Main Campus. The university does offer a partial payment plan.

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:

- denial of further meals
- denial of request for official grade transcript
- denial of enrollment and
- eviction

8. Termination of Contract

A. Termination Prior to Occupancy

1. Contract cancellations received, in writing, on or before July 1, 2019 and approved by Residential Living will receive a \$100 refund of the \$125 prepayment. The remaining \$25 is forfeited as a processing fee.
2. Contract cancellations received in writing after July 1, 2019 (December 15, 2019 for contracts commencing with the spring semester) and approved by Residential Living forfeit the entire \$125 prepayment.
3. The \$125 prepayment is refundable under the following conditions: denial of admission, academic dismissal, serious illness or injury to resident, or death in immediate family.
5. A contract termination granted for withdrawal from the university is subject to forfeiture of the \$125 prepayment.
6. Contracts entered into on or after July 1, 2019 (December 15, 2019 for contracts commencing with the spring semester) are subject to the same forfeiture policies as stated above. *If you sign a contract after these dates and then terminate your contract, you will forfeit your deposit.*

B. Termination After Occupancy of Room

If you withdraw from the university after taking occupancy of your room, you will be responsible for payment *up until the time you properly check out of your room or the last date you utilized your meal plan, whichever is later*. Room rates are prorated on a nightly basis. The \$125 prepayment will be forfeited.

Students who move out of the residence halls but do not initiate the university's withdrawal procedure will continue to be billed room and board charges for the entire semester.

C. Termination by the University

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 room by the end of the first day of classes. If you will be delayed in occupying your room beyond this point, notify the Residential Living Office, in writing, of your delay and the date you will arrive. 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 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 3, YOUR OBLIGATION. Such termination must be in accordance with the provisions of the DISCIPLINARY ACTION section of this agreement. In all cases where a student is removed from the halls due to conduct reasons, the \$125 prepayment will be forfeited.
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 \$125 prepayment is forfeited.

9. Contract Assignment

This contract cannot be reassigned by you to any other person; neither may you sublet any part of the premises. This provision applies both to your room and to the board plan you have chosen.

10. Liability

The University of Wisconsin-Stevens Point at Wausau 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.

11. Damages and Costs

You agree to pay for any damages, lost property or unnecessary service costs accrued by you. You will be billed for damages to the building and for damaged or missing furniture or equipment. 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.

12. Vacation Periods

Residence halls remain open during university break periods (Thanksgiving, winter break and spring break). Students may remain in their assigned room. During the winter break, students' assignments are considered their spring assignment. Residence hall desk hours are limited. There is no dining service provided during break periods.

13. Vacating Your Room

You agree to vacate the premises

- within 24 hours after your last examination of the semester, or
- within 24 hours of ceasing to be a student at this university, or
- within 24 hours of termination of this agreement, or
- according to the posted residence hall vacation schedule.

If you are a graduating senior at this university, you may remain in your room until the announced time on Commencement day. Under compelling circumstances, exceptions to the provisions in this section may be granted upon

the recommendation of the appropriate residence hall director.

14. Room Condition

When you move into your room, you will complete, sign and turn in a room condition record, 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.

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.

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.

15. Rules and Regulations

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/wausau/campus/residence-hall/Pages/default.aspx>).

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.

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.

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.

16. Disciplinary Action

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 Chapter UWSP 17, "Student Disciplinary Procedures," available through the Dean of Students Office located on the University of Wisconsin-Stevens Point Main Campus and via <https://www.uwsp.edu/dos/Pages/default.aspx>.

Chapter UWSP 17 and sections of this contract notwithstanding, students 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 his/her 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.

17. Immunization Requirement

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.

A response form and information are included in the housing application process.