

# CONTRACT

## 2019-2020 ACADEMIC YEAR

**Note:** Contract is for both semesters of the academic year or balance thereof, and is considered a legal and binding document. with procedures outlined in the Community Rights and Responsibilities Handbook. Unauthorized room changes may result in the resident being required to move back to his/her authorized assignment, additional costs and/or disciplinary action.

**Introduction:** The purpose of this document is to establish the terms and conditions of occupancy in University Residence Halls and participation in a University Dining program (see item 18). This document constitutes an offer by the University of Wisconsin Oshkosh, hereinafter referred to as the University, to contract with the Student hereinafter referred to as the Resident, for housing facilities and dining services. Documents which are incorporated by reference to this contract are the Guide to Residence Hall Living, the Community Rights and Responsibilities Handbook, the University Dining Brochure, the Schedule of Occupancy, and the University Bulletin.

When the **Contract** is signed that establishes a binding contract between the Resident and the University.

**1. Eligibility:** Residents must be currently enrolled students at the University or be determined to be otherwise eligible by the Director of Residence Life and Director of University Dining. Eligibility may be extended to students of other University education programs through Board of Regents' approval.

**2. Contract Term:** This contract is for the entire academic year, which consists of fall and spring semesters, or if entered into after the beginning of the academic year, for the remainder of the academic year. Residents who leave school, but again become scheduled for classes during the academic year, are obligated to fulfill the remainder of this contract, including being responsible for room and board charges. Those who already qualify to reside off campus have the option of choosing a semester contract (additional form required).

\*\*\*Once a student selects a Horizon Village suite the following replaces item 2. above.

1) **This contract is for the entire academic year, which consists of fall and spring semesters, or if entered into after the beginning of the academic year, for the remainder of the academic year. Residents who leave school, but again become scheduled for classes during the academic year, are obligated to fulfill the remainder of this contract, including being responsible for room and board charges. Those who already qualify (earned 48 credits, 21 years old or lived on campus for 4 semesters prior to the start of the school year or term the contract begins) to reside off campus have the option of choosing a semester contract (additional form required).** A student will only be able to cancel their contract for Horizon Village if they are leaving campus for a credit producing activity, or no longer attending UW Oshkosh or academically suspended. If a student is academically suspended and later reinstated, this contract is still in effect. Release is granted only when student is no longer enrolled at UW Oshkosh or due to unusual and compelling circumstances, as approved by the Director of Residence Life.

A Schedule of Occupancy is available on the Department of Residence Life website. This schedule indicates the official opening and closing of the residence halls.

**3. University Agreement:** The University agrees to furnish to the Resident housing and dining services. These services are provided under the terms and conditions herein stated and as described in the Community Rights and Responsibilities Handbook and the University Dining Brochure. This handbook and brochure are provided to each resident when he/she moves into the residence halls.

**4. Resident Agreement:** The Resident agrees to make payments of all fees specified in the Rates and Payment Section of this agreement and to observe all rules and regulations of the University of Wisconsin Oshkosh. The Resident also agrees to observe all rules and regulations of the Department of Residence Life and the Department of University Dining, which are by reference a part of this contract. The Resident further agrees to honor the terms and conditions stated in this contract.

**5. Rates and Payment:** The housing and dining 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 spring of 2019. Payment will be made in accordance with the University policy on payment of tuition and fees as described in the University Bulletin. Failure to satisfy the financial obligations accrued under this agreement may result in the denial of further meals, eviction, and/or denial of issuance/transfer of grade transcripts and/or enrollment, pursuant to University rules and regulations governing the imposition of these sanctions. Ten dollars (subject to change) of the room rental rate is allocated to the activities of the United Students in Residence Halls.

**6. Assignment Policy:** The University will not discriminate in room or hall assignments on the basis of race, color, religion, sexual orientation, national origin, or ancestry. The University will attempt to honor, whenever possible, requests for particular accommodations. **The University reserves the right to assign roommates, to change room or hall assignments and/or to consolidate vacancies by requiring residents to move from one accommodation to another.** Failure to honor assignment preferences will not void this contract.

**7. Room Changes:** Residents may only change room assignments in accordance

with procedures outlined in the Community Rights and Responsibilities Handbook. Unauthorized room changes may result in the resident being required to move back to his/her authorized assignment, additional costs and/or disciplinary action.

**A)** If a student's roommate checks out, the remaining student will be sent a letter outlining the Right of First Refusal process. The letter will outline three options for the student:

- (1) The remaining student can rent the room as a single at a pro-rated additional cost
- (2) The remaining student can have another person move into the room with them
- (3) The remaining student can consolidate with another person on the floor or within the hall.

The student will have five business days to respond to the letter or they will automatically be billed for a single room until they respond to the letter.

**8. Prepayment:** The \$150 housing prepayment will be applied to the second semester (Spring, 2020) financial obligation. It is refundable only as outlined under the Refund and Forfeiture Policies Section (Section 10) of this contract.

### 9. Termination or Cancellation of Contract:

#### By the Resident:

**A.** If written notice of cancellation is received by the Department of Residence Life personnel prior to the beginning of the term of the contract, the contract will be cancelled subject to Refund and Forfeiture Policies (Section 10).

**B.** After the term of the contract begins, the Resident may apply to the Department of Residence Life, Director of University Dining or their designee for a contract termination under the following circumstances:

- (1) Loss of student status is defined as graduating, transferring to another school, suspension, withdrawal or failure to attend.
- (2) Assignment to a University-sponsored internship, research or other University program which requires living away from Oshkosh. Verification required.
- (3) Completion of graduation requirements during the term of the contract.
- (4) Marriage. Presentation of proof of marriage certificate is required.
- (5) Unusual and compelling circumstances which, in the judgment of the Director of Residence Life, Director of University Dining or their designee entitle the Resident to special consideration.

#### By the University:

**C.** The University may terminate or temporarily suspend this contract without notice in the event of a situation which would make continued operation of student housing and dining services not feasible.

**D.** 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 regulations as stated in the Community Rights and Responsibilities Handbook or the University Dining Brochure, which are made part of this contract by reference.

### 10. Refund and Forfeiture Policies:

**A.** The following applies to Residents who have signed a contract beginning in the Fall Semester.

#### Before June 15

(1) Refund authorization for the \$150 prepayment minus a \$25 administrative fee will be processed where written (U.S. Postal or e-mail) notice of cancellation has been received by the Department of Residence Life on or before June 15, 2019.

#### After June 15 - Forfeiture:

(2) A contract termination granted for any of the following will subject the Resident to a forfeiture of \$150 and/or prorated charges of rental used: voluntary or administrative withdrawal from the University, academic suspension and any termination granted under the Section 9, B(5) of this contract. Failure to receive financial aid and possible reuse of the space does not constitute a reason to receive a refund of the housing prepayment. Refund is not given to those who apply after June 15 and subsequently cancel.

#### After June 15 - Refund:

(3) A contract termination granted after June 15, 2019, for any of the following reasons, will subject the Resident to prorated charges: assignment to or participation in University-sponsored internship, research or other University program requiring that the Resident live outside the Oshkosh area, or graduation.

(4) Residents transferring to another UW System campus during the term of this contract will be eligible for a refund of \$125 if they live in the residence halls on that campus. Refund authorization will be processed upon receipt of verification from the housing department of the campus to which the Resident transfers.

**\*\*If you signed up to live in Horizon or currently live in Horizon, please refer to section 2, which specifically outlines the cancellation and refund process.**

(5) Prorated refund of unused room rental and food service will be calculated on a daily basis. Room refunds will not be processed as long as the resident remains enrolled in classes and/or personal belongings remain in the room.

**B.** The following applies to Residents who have signed a contract beginning in the spring semester.

**Before January 1 - Refund:**

(1) Refund authorization for the \$150 prepayment minus a \$25 administrative fee will be processed where written (U.S. Postal or e-mail) notice of cancellation has been received by the Department of Residence Life on or before January 1, 2020.

**After January 1 - Forfeiture:**

(2) As stated in A(2)

**11. Contract Assignment:** This contract cannot be reassigned by the Resident to another party.

**12. 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 of the University, including storage facilities.

**13. Damages and Costs:** The Resident agrees to pay for any damages, lost property, or unnecessary service costs caused by the Resident and/or his/her guest(s) to University residence halls through accident, neglect, or intent. When more than one Resident occupies the same room/suite, and responsibility for damage or loss in the room/suite cannot be ascertained by the University, the cost of damage or loss will be divided and assessed equally between or among the Residents of the room/suite. In cases of loss, damage, or unnecessary service costs to common areas of the building, defined as being those areas not assigned to an individual, the costs of repair, replacement and/or service may be assessed each Resident on a prorated basis. Residence hall staff will inventory the condition of the common areas of each building prior to occupancy of the building in the fall semester. The inventory will be available for review at each Residence Hall Main Desk. Charges for damage may be appealed in writing to the Director of Residence Life or his/her designee.

**14. Vacation Periods:** Residents may not occupy their rooms during official University vacation and recess periods including Thanksgiving, winter break, spring break and semester break. These periods are published in the Schedule of Occupancy. Specific halls are designated for residents requiring vacation period housing. **Residents are not allowed to enter residence halls during the scheduled vacation periods.** Rooms are available in the Gruenhagen Conference Center for a nominal fee when residence halls are closed.

**15. Vacating:** The Resident will vacate his/her room within twenty-four (24) hours after termination of this agreement, loss of student status (graduating, transferring to another school, suspension, and withdrawal), after his/her final examination of the semester, or according to the Schedule of Occupancy.

**16. Check-in and Check-out:** Upon moving into his/her assigned room, the Resident will review, sign and turn in to his/her Community Advisor the Room Condition Inventory. This Room Condition Inventory will be an accurate and complete record of the contents and condition of the assigned room and will

be the basis for room damage charges if assessed. When vacating the room, the Resident agrees to follow established check-out procedures as outlined in the Community Rights and Responsibilities Handbook or as published and distributed, which include removing waste and debris and leaving the room in an acceptable, clean condition, and returning room key(s). Failure to follow established check-out procedures may result in a fee assessment for lock change and improper check-out and damage charges, if any. Any personal property left at the end of the contract term will be removed from the room, if not claimed within 30 days, it will be considered abandoned and disposed of. During such 30-day period, the University officers, employees, and agents shall not be responsible for damage to or theft of the property.

**17. Room Entry:** Authorized personnel of the University may enter the Resident's room for reasons of health, fire, safety or general welfare, or to make necessary repairs to the room and room equipment. Insofar as possible, advance notification will be given. Each vacation period, all rooms will be routinely checked for fire safety infractions with policy violations being noted. Maintenance requests by Residents shall be considered permission to enter. No room will be searched except by appropriate legal agencies with a warrant or with permission of the Resident.

**18. University Dining and Convenience Program:**

**A. Meal Plan:** A meal plan is required in conjunction with on-campus housing. The Resident agrees to purchase one of the eligible meal plans offered for the full academic year that this contract is in effect. Payment of said meal plan will be made prior to the beginning of each term and/or upon receipt of billing statement from the University. Meal plans are not transferable from person to person, and there is no refund for missed meals. Unused meals do not carry over from semester to semester. Titan Dollars carry over from fall to spring semester but need to be used by the end of spring semester. Dining will be provided to the resident as described on the University Dining website; dining.uwosh.edu. Limited meal plan usage is available during academic recesses. Please note that you will use your valid TitanCard to access your meal plan features.

**B. Student Convenience Program:** Students living in the residence halls will receive 150 Titan Dollars per semester for use on campus for conveniences; like laundry, food, books, and other amenities. This amount was established based on the past student Titan Dollars usage patterns. The 150 Titan Dollars will be billed to the student account. The 150 Titan Dollars allocation will be available for use the Monday prior to move in for the fall semester, and the Monday prior to the start of classes for the spring semester. Titan Dollars carry over from fall to spring semester, but need to be used by the end of spring semester. Visit the following website link to view benefits, policies and FAQs about this program: reeve.uwosh.edu/titancard.

**19.** The Resident agrees to abide by all state and federal laws, University and residence hall regulations as outlined in the Community Rights and Responsibilities Handbook, and the University Dining Brochure which are by reference a part of this contract. Changes in the rules and regulations may be made by the University during the term of the contract. Such changes will be published by placing notices on the residence hall bulletin boards one week before the changes become effective, unless the health or safety of persons using the facilities may be adversely affected by the delay; then implementation may be immediate. The Director of Residence Life or his designated representative has the right to administratively remove any Resident upon 24 hours notice, if, in the judgment of the Director of Residence Life or his designated representative, a Resident's disruptive behavior will have an adverse influence upon the Residence Hall community by continued residence.

**20. Contract Changes:** Amendments or exceptions may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Residence Life, and/or the Director of University Dining.