

University of Wisconsin-Superior
Residence Hall Contract

**Terms and
Conditions**
2011-2012



RESIDENCE HALL CONTRACT TERMS AND CONDITIONS

This document and those referred within it constitute an agreement for housing and food services at the University of Wisconsin-Superior for the **entire academic year** (or the remaining balance of the academic year at the time of assignment). The services described in this agreement are being offered to you under the terms and conditions stated herein.

You indicate your acceptance of this offer of University housing and food services by completing and signing the Residence Hall and Meal Plan Contract. Students that are new to the residence halls are required to pay a \$150 prepayment. Please be advised, cancellations on or before June 1, are subject to a \$100 cancellation fee. Cancellations on or before July 1 are subject to a \$200 cancellation fee. Cancellations on or before August 1 will incur a \$500 cancellation fee. Also, any student who does not cancel or check in to the room assigned by the first day of class will incur the \$500 cancellation fee. If you are returning student and do not check in to your room, the appropriate charge will be added to your student account. Your signature on the agreement indicates you have read, understand, and agree to all terms and conditions of this contract. This contract will become legally binding when Residence Life receives and approves your signed contract. Violations of any part of this contract may result in criminal charges in addition to University disciplinary action.

I. ELIGIBILITY In order to be eligible to live on campus, you must be an enrolled student at the University of Wisconsin-Superior or otherwise determined eligible by Residence Life. To reside in University housing you must be able to perform your own independent tasks. Eligibility may also be extended to students attending other local institutions of higher education.

Individuals deemed by Residence Life to be a clear and present danger to other students in the residence halls will not be eligible to contract to live in campus housing.

II. CONTRACT DURATION

Once a student enters into a housing contract, he/she will be expected to honor it for the period specified. All contracts (except fall-semester-only contracts) are

binding for the **entire school year** or from the **time of arrival through spring semester of the academic year**.

Note: Fall-semester-only contracts are available only to those students who are eligible to live in housing of their own choosing (not required to live on campus). The fall semester only contracts will cost \$200 more than the academic year semester rate.

III. RELEASE FROM CONTRACT

Residence hall contracts are not assignable by the resident and are legally binding on the resident lessee and his/her guarantor. A student may be released from a contract for the following reasons:

- Graduation
- Student Teaching/Internship (the student must present written verification from the Teacher Education Department)
- Refusal of admission to the University
- Transfer to another University of Wisconsin campus under circumstances where (1) the student completes his/her academic work for a semester at one campus and promptly enrolls in another University of Wisconsin campus without interrupting the continuity of enrollment in the University system, and (2) the student signs a contract to live in a University-operated residence hall at the campus to which he/she transfers, and (3) the student notifies the Housing Office on the campus to which he/she is transferring so that verification can be made that he/she has signed a University housing contract with that campus.
- Severe circumstances beyond the resident's control. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of Residence Life.
- Academic suspension from the University.
- Entry into active military service (copy of induction papers must be provided)
- Documented medical reasons verified by the student's personal physician in written

form and forwarded to Residence Life for review. Exemptions will be granted only if deemed appropriate and in accordance with the best judgment of Residence Life.

- Marriage
- Failure to attend or withdrawal from the University
- Withdrawal from the residence halls by those who wish to commute from home of parent or legal guardian. (A notarized Commuter information Card must be on file with Residence Life).
- Withdrawal from the residence halls by those eligible to live in housing of their own choosing.
- Other circumstances as approved by Residence Life.

A. Before Occupancy of Room

Residents who cancel or are released from their housing contract before occupying the residence halls, will be charged the \$100 on or before June 1, \$200 after July 1, and \$500 after August 1.

B. After Occupancy of Room

1. 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.** Room and board rates are prorated on a weekly basis (Sunday to Saturday). No refunds are processed after week 14 of a semester. Students must set up an appointment with the Director of Residence Life to receive permission to break their housing contract. 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. You will also forfeit the \$150 prepayment.
2. Withdrawal from the residence halls by those eligible to live in housing of their own choosing will be charged a \$500 penalty charge as well as their prorated charges. These students must set up a meeting with the Director of Residence Life to obtain permission to break their contract before moving out of the residence halls. (An additional fee will be

charged for those who do not set up their meeting by the first day of finals). Students who do not vacate their room on or before the last day of finals will be charged \$120/week until the time of checkout.

3. **Spring Semester Cancellation** For prospective student residents who wish to cancel the contract while holding a room reservation for the Spring Semester, the **prospective student resident** must notify the Residence Life by written notification.

Non-required students living in the residence halls who request to break their contract for spring semester, must meet with the Director of Residence Life by the first day of finals. Failure to do so will result in additional charges above the \$500 penalty fee.

- IV. **UNIVERSITY AGREES** Residence Life agrees to furnish housing facilities under the terms and conditions stated herein and as described in informational materials which are made by reference a part of this agreement.

- V. **RATES AND PAYMENTS** Rates and payment procedures are issued by the University Cashier's Office. The University reserves the right to adjust rates when students' occupancy room status changes.

You agree (1) to make payment of all fees in accordance with amounts and procedures as specified by either the University Cashier's Office or the Residence Life Office, (2) to observe all rules and regulations of the University of Wisconsin-Superior, and (3) to honor the terms and conditions stated in this contract.

- VI. **INDEBTEDNESS** Failure to satisfy the financial obligations accrued under this contract may result in the denial of issuance/transfer of grade transcripts and/or enrollment; denial of reassignment; and/or eviction pursuant to University rules and regulations governing the imposition of these sanctions.

If a student's account becomes delinquent, the University of Wisconsin-Superior reserves the right to commence collection, including assessment of collection costs, placing a hold on future registrations, and denial of future credit.

VII. **TERMINATION OF CONTRACT** Residence Life may terminate this agreement under the following circumstances:

- A. **Failure to Occupy Room** Residence Life 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 Residence Life office, in writing, of your delay and the date you will arrive.** Fees will not be prorated due to delayed occupation. Residents who fail to occupy room or cancel contract will be charged a \$500 cancellation penalty.
- B. **Exigency** Residence Life may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation for student housing not feasible. There shall not be any liability on the part of the University for the return or refund of any rental payments in the event the contract is terminated for this reason.
- C. **Violation of Rules and Regulations** Residence Life may terminate this contract with appropriate notice if you are found to have violated rules or regulations listed or referred to in this contract and/or the Student Rights and Responsibilities Handbook located on our web site at www.uwsuper.edu/reslife/forms/index.cfm. If your contract is terminated any time during the academic year for disciplinary reasons, you may not return to the residence halls the following academic year and you will be responsible for the balance of the academic year housing charges. **In all cases where a student is removed from the halls due to conduct reasons and the person will lose visitation privileges in the residence halls. Violators may be charged with trespassing.**
- D. **Failure to Comply with Contract** If the student fails to comply with any portion of the housing contract, Residence Life may terminate the contract with appropriate notice.
- E. **Individuals deemed by Residence Life to be a clear and present danger to other students in the residence halls.**

VIII. **CONTRACT ASSIGNMENT** This contract cannot be assigned by you to another person. You may not sublet any part of the premises.

Room Consolidation: Room consolidation is a program that is based on residents paying for a double occupancy are to reside in double accommodations. This program occurs throughout the year as either assigned roommates are no shows, leave the university, or move within the halls. Those residents in double room accommodations without a roommate have the option of (1) voluntarily accepting a roommate; (2) voluntarily moving to another double room accommodation; (3) being reassigned by the residence life staff; or (4) accepting the additional cost of a single room rather than consolidating, if space allows.

When the other space in your room becomes vacant, you will be sent a letter from the residence life staff. If you fail to respond to that notice within five business days from the date stated in the letter, you will automatically be assigned the room as a single accommodation and be charged the single room rate for the remainder of the academic year. This is the only notice you will be given to choose one of the above four options.

IX. **LIABILITY** The University of Wisconsin-Superior 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. You agree to hold harmless the State of Wisconsin and the Board of Regents of the University of Wisconsin System and all 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.

You should determine whether your personal property is covered under your parents' homeowners insurance policies while you are living in the residence halls or whether you should purchase personal property insurance.

X. **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 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 the residents of the room, wing, floor or building, as applicable.

XI. VACATION PERIODS All halls remain open during Thanksgiving Break and Spring Break. Students must vacate their rooms at the conclusion of the semester no later than 6pm on the Friday of finals week. All students who contract to stay during the summer are moved to one residence hall.

Quiet hours remain in effect during vacation periods. All services normally provided at the front desks will be discontinued or very limited.

No overnight guests are allowed during break periods.

XII. VACATING YOUR ROOM You agree to vacate the premises:

- within 24 hours after your last examination of the semester
- within 24 hours of ceasing to be a student at this University
- 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.

You agree to follow the proper check-out procedures when vacating the premises. This includes setting up a check-out time at least 24 hours in advance with your RA, removing all personal property, waste and debris, and leaving your room in an acceptable, clean condition. A resident may be assessed an improper check-out fee for failing to meet a scheduled check-out time. Should extra cleaning be required due to poor housekeeping by you, a cleaning fee will be assessed to you. The University has the right, without liability, to dispose of any personal property left by you on the premises after you have left the halls.

If you reside in a room which has lofted furniture, you agree to return all University furniture to its

original room layout before you move out. You are responsible for returning your loft to its designated area.

XIII. ROOM CONDITION When you move into your room, you will complete, sign and turn in to your RA or hall front desk, a room condition record which will serve as 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 are responsible for cleaning your own room, for properly disposing of your garbage and recycling materials, and for maintaining a sanitary and safe environment acceptable to the University. Room arrangements and decorations which violate State Fire Code and/or pose a potential danger to yourself and others will not be permitted.

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.

XIV. ROOM ENTRY Authorized personnel may enter your room for serious life or health threatening emergencies, if they smell smoke or something burning, to perform requested, preventative, or emergency maintenance, or to silence a disruptive noise in the absence of room occupants.

XV. NON-COMPLIANCE As a resident of the hall, you are expected to cooperate with the staff. You are non-compliant when you fail to do so. Some examples of non-compliance include, but are not limited to: failing to open a door at the request of staff, refusing to leave an area or building when asked, not quieting down upon request. In the case of non-compliance, each resident of the room will be held accountable during the conduct process. If you are found to be non-compliant, you will receive a sanction of 50 community service hours in the residence halls, as well as being placed on probation. Failure to complete the sanction within the given time allotted will result in a fine equal to the number of hours not completed multiplied by the current minimum hourly wage. A

hold will be placed on your record until the hours are either completed or the fine has been paid.

XVI. RULES AND REGULATIONS - You are responsible for observing University and Residence Life regulations, which are communicated more fully in your Residence Life Student Rights and Responsibilities Handbook which is available to you on our website at <http://www.uwsuper.edu/reslife/forms/index.cfm>.

Individual hall policies, when passed by the Residence Hall Association, approved by the University, and published for residents of the hall, constitute a part of this contract. Changes in the rules and regulations may be made by the University during the term of this contract. Such changes will be published by placing notices in the halls 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.

The following are requirements of state law or are University or Residence Life regulations designed to maintain an appropriate physical and community environment for the mutual benefit of all residents. You will be held accountable for the policies contained within this and other distributed and on-line publications.

A. Safety and Security

1. You are required to comply with safety and security procedures in University residence halls. Specifically, you may not tamper with locked doors, admit unauthorized people into the residence halls, allow guests to be unescorted, lend or give your building FOB or room key to anyone else, or interfere with fire fighters and/or equipment designed to prevent, detect and fight fires. Residents may not tamper with student room smoke detectors or video surveillance equipment.
2. Student ID cards may not be altered.
3. Parking bicycles or motor vehicles except where authorized is prohibited. Bicycles and motor vehicles found in unauthorized areas may be removed.
4. Fireworks, firearms, weapons, chemicals, etc. that may create a hazard are prohibited.
5. Burning candles and incense is prohibited.
6. Food preparation in an extensive, and/or

ongoing manner is not permitted in residence hall rooms. Food left cooking and unattended is considered a fire hazard. Fire alarms triggered by cooking may result in disciplinary action and fines.

Microwaves (no more than one per room, 700 watt maximum), hot air popcorn poppers, electric coffee pots, and other appliances without an exposed heating element, which are cool to the touch during operation and are UL listed are permitted. Clothes irons with temperature control settings, hair curlers and other electric cosmetic devices are also allowed.

The following appliances are expressly not allowed: hot plates, toasters, fryers, space heaters, appliances with exposed heating elements, gas or propane powered appliances, resident provided refrigerators larger than 5 cubic feet (only one refrigerator allowed per resident hall room), stand alone freezers, and air conditioners.

7. The only pets permitted in the residence halls are fish in a 20 gallon or smaller tank.
8. Windows and window screens may not be removed.
9. If you bring, buy or build a loft, please keep the following in mind: Do not use treated lumber or wood with bark on it. The loft must be free standing. No pressure type lofts are allowed (it must be able to stand without using pressure against the ceiling or walls). It cannot be adhered to or attached to the floor, ceiling, or walls, nor can it rest on any of the built-in furniture provided in the room. Safety railings on the top bunks are strongly recommended. The loft location should not impeded egress from the room.
10. University provided room furnishings cannot be removed from the room and stored elsewhere.

B. Guests

If you want an overnight guest, please get your roommate's permission in advance. Your roommate's right to privacy takes precedent over your "right" to have a guest. You are responsible for your guest's behavior and ensuring that they follow hall policies. You may be subject to discipli-

nary action for misconduct, and may be liable for any damage they may cause. You must escort all visitors at all times.

C. Substance Use

- a. All state laws and the published University Housing and University policies pertaining to alcohol use will apply. Residents who are of legal drinking age may consume alcohol in rooms where all persons are 21 years of age or older. Drinking in the presence of underage persons will result in all persons present being fined. The University expects students of legal drinking age, who choose to consume alcoholic beverages, to drink sensibly and responsibly. Specifically, the University does not consider drinking in excess to be responsible. The following are some examples of what is not considered responsible drinking and are prohibited: loud and/or destructive behavior or conduct; inability to control bodily functions (vomiting, urinating, defecating, incapacitation); vandalism; violent, abusive, or harassing behavior toward any University official or other community member or guest as a result of consuming alcohol. All alcohol which is transported through public areas must be unopened. Group parties are not allowed in student rooms. Students should be aware of the legal liability if they provide alcohol to any person who is not of legal age. All residents in possession of alcohol should have age-bearing and picture ID at all times.
2. The University adheres to the Wisconsin State laws regarding substance use. Any possession, use or selling of substances deemed illegal by the State of Wisconsin (drugs, underage alcohol or tobacco use, etc.) Is prohibited. Violations of the University and Wisconsin State laws will be referred to Campus Safety for civil and/or criminal charges and other disciplinary action. Violators may also be subject to University disciplinary action. Further restrictions on substance use within the residence halls are listed below under each specific area.

Students living in the residence halls are expected to be responsible community members. Community members should show respect toward fellow residents and refrain from engag-

ing in behaviors that are disruptive to other members of the residence hall. Students are expected to notify residence hall staff or Campus Safety when residents are engaging in destructive behaviors or conduct as a result of substance use, so that further disruption to the community can be minimized.

Those students who become incapacitated as a result of drinking or other drug use will be transported to a medical facility. Students will be responsible for any medical or other charges incurred as a result of alcohol or drug incapacitation.

3. Smoking is not permitted in the residence halls. Smoking is permitted only in designated smoking areas outside the residence halls. To view the University smoking policy, visit the website at uwsuper.edu/reslife/forms/otherforms.cfm.

D. Community Atmosphere

1. Disruptive, dangerous, excessively noisy behavior, or behavior which intimidates, harasses, or hazes other people or interferes with the quiet enjoyment of the premises by residents is prohibited. Please refer to the University harassment policy. Those violating this policy may be removed from the halls pending investigation results, relocated and/or lose visitation privileges to designated halls or areas. Violators would be subject to trespassing charges. You may also be required to remove stereos or musical instruments from your room. Behavior which attempts to force a roommate to move out of the room and/or attempts to prevent a new roommate from moving into the room is prohibited. Such behavior may result in fines and/or disciplinary action.
2. Quiet Hours
Sunday-Thursdays: 10pm-10am
Friday and Saturday: midnight-noon
Quiet hours also apply outside the halls such as courtyards and parking lots. Quiet hours are also in effect during breaks and holidays.
a. Definition of Quiet Hours: Quiet hours are defined as the period during which each resident or visitor shall have the responsibility of making sure that his/her noise is not of

a level to disturb any other resident in the hall. Social interaction is anticipated, but each person must accept responsibility for abiding by residence hall policy and community standards. Private parties in no way should infringe upon the rights of others to study or sleep. Each student or visitor must assume responsibility for his/her actions.

b. Final Weeks of UWS Semester: Additional quiet hours will be in effect the last two weeks of each UW Semester with 24 hour a day quiet hours during the **Final Week**. There will be a period (an hour or so) set aside each day during which noise can be made to release tension. Noise violations during these two weeks will automatically result in a fine with no warning given.

c. Courtesy Hours: Remember that respect for others and courtesy quiet hours are in effect and are expected to be observed by each floor community **24 hours a day**. If a fellow resident requests you to be quieter, please respect their wishes.

E. Use of Information Technology

You are required to comply with University and University Housing guidelines for acceptable and fair use of University and University Housing computing and information technology resources. You may not tamper with, alter, or otherwise change parts of the cable, data, voice, or video network including, but not limited to, the jacks, raceway, and outlets. Because of limitations of the network, you are not to operate servers or services that make high demands upon the available shared bandwidth. If your bandwidth negatively impacts others, you will be expected to modify your content and/or cease the service.

F. Promotional Activities

Commercial activities, solicitation, or advertisement in or on the University residence hall premises, including use of phones and information technology resources is prohibited.

Residents who engage in the behaviors listed below will be subjected to serious disciplinary action at first offense, including dismissal from the halls, or suspension or expulsion from the University. Campus Safety officers will be notified in most instances and civil and criminal charges may be made, in addition to University disciplinary action.

G. Assault/battery and/or harassment against an other individual. Violations of this rule include, but are not limited to, threatening another person with physical harm either verbally or physically.

H. Possessing, using or selling narcotics, dangerous drugs, or marijuana. The use or possession of controlled substances is prohibited.

I. Setting fires.

J. Tampering with fire equipment (alarms & extinguishers), common area smoke detectors, and exit signs.

K. Interfering with the security system, tampering with locks in student rooms and other areas, tampering with elevators, altering or duplicating University keys, propping doors open, tampering with video surveillance.

L. Shooting off firecrackers and/or fireworks.

M. Inappropriate use of pepper spray/mace.

N. Interfering with a staff member engaged in the performance of his/her duties; interference includes, but is not limited to: verbal abuse, physical intimidation or use of physical force, the display of demeaning or humiliating visual materials, & refusal to cooperate with University staff.

O. Possessing and/or using dangerous weapons: guns of all kinds, bows and arrows, and any other dangerous weapons.

P. Hacking or attempting to disrupt computer networks at the University or residence halls.

Q. Residence Hall Bathrooms Policy states only one person is allowed in any residence hall bathroom stall at one time. Only the gender that is presented by the sign on the bathroom door is allowed in that residence hall bathroom.

R. Theft from roommate or community property.

XVIII. DISCIPLINARY ACTION If you are involved in disciplinary action that could cause a room change or dismissal from the residence halls, you will be accorded to:

- A. A written notice of the charge against you.
- B. Sufficient time to prepare a response to the charges.
- C. A meeting with your Hall Manager.
- D. An opportunity to appeal to the Residence Life Director.

By signing the housing contract, you are also agreeing to abide by the policies contained in the Student Rights and Responsibilities Handbook that can be viewed at www.uwsuper.edu/reslife. Click on Current Students and then on Student Rights and Responsibilities Handbook to view the policies.