



## **Residential Living Contract for Summer Housing 2022**

This document and those referred to within it constitute the University of Wisconsin-Stevens Point (“UWSP”) Summer Housing Contract. The services described in the contract are offered exclusively under the terms and conditions stated.

To indicate your acceptance of the contract, please complete and submit your summer housing contract using the online instructions provided to you via the University of Wisconsin-Stevens Point Residential Living website. 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.**

This contract is for summer housing ONLY. Summer housing may be housed in a traditional residence hall, the Suites@201, or a combination of both based on the cleaning and camps and conferences needs for that specific summer.

### **1. Eligibility**

- a) To be eligible to live in a University of Wisconsin-Stevens Point residence hall, you must either be an enrolled student at the University of Wisconsin-Stevens Point or be otherwise determined eligible by Residential Living. Students subject to special partnership arrangements of the University may also be eligible.
- b) Eligibility may also be extended through University of Wisconsin Board of Regents approval to students of other university education programs.
- 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 20, 2022.

### **2. 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 4, “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 an assignment or cancel an assignment and remove a resident from university housing in the interests of order, health, safety, or discipline.
- 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. 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.
- c) You agree to honor the terms and conditions stated in this contract.
- d) Furthermore, you agree to abide by all state and federal laws.
- e) You are responsible for the actions of guests. Guests are to abide by university policies, rules, and regulations and state and federal laws and be escorted in residential facilities by you at all times.

### **4. Contract Term**

- a) This contract provides the resident a space in campus housing on a weekly basis, Sunday-Saturday, for the summer session (May 22-August 27, 2022).
  - i. Summer housing residents must have an academic year housing contract to stay beyond Saturday, August 20, 2022.
- b) This contract, including dates of summer housing needed, 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 8 "Changes and/or Termination of Summer Housing Contract" of this agreement.

### **5. Contract Assignment**

- a) This contract cannot be reassigned by you to any other person; neither may you sublet any part of the premises.
- b) Residential space(s) must be occupied only by the resident(s) officially assigned to the space by Residential Living.

### **6. Dining Service**

- a) There is no meal plan offered during the summer session.

### **7. Rates and Payment**

- a) The summer housing rates are determined annually and approved by the Board of Regents. You agree to pay the rates established and announced prior to the beginning of the summer session.
- b) Summer housing is billed at a weekly rate (Sunday-Saturday), however, students are billed in bulk prior to the start of summer housing. Changes are then billed/credited throughout summer as necessary (see additional information in Section 8, "Changes and/or Termination of Summer Housing Contract").
- c) Before summer session begins or soon after the first day of summer session, residents will receive a bill for any summer academic fees and summer housing. These bills are paid through the Bursar's Office located in the Student Services Center. The university does offer a partial payment plan.
- d) If summer housing is held in a traditional residence hall, all rooms may be double occupancy unless stated otherwise.
- e) 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.
- f) 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
  - ii. denial of enrollment and
  - iii. eviction

### **8. Changes and/or Termination of Summer Housing Contract**

- a) Since summer housing accommodations are on a weekly basis, a resident may make changes to their summer housing accommodations, including adding or cancelling remaining weeks of summer housing:
  - i. Any change or cancellation must be requested in writing by emailing Residential Living at [housing@uwsp.edu](mailto:housing@uwsp.edu) five (5) business days in advance of the change. The email must be sent from the resident's UWSP email address and include their UWSP student ID number.
  - ii. Failure to request a cancellation of remaining weeks of summer housing within the above deadline may result in a charge of one (1) week of summer housing, in addition to charges for residency in summer housing.

- b) Accommodations are provided on a weekly basis, Sunday-Saturday, and students are billed by the week. Charges cannot be prorated based on resident arrival or departure date.
- c) 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, "Resident's Obligation." Such termination must be in accordance with the provisions of Section 16, "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 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 contract.
    - (5) Failure to comply with contract. If you fail to comply with any portion of this agreement, including any policies, rules, and regulations adopted before or during the contract term for health and safety measures, the university may terminate this contract or take other appropriate action after providing you with appropriate notice and an opportunity to meet with residential housing staff. 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 for the entire contract term referred to under Section 4, "Contract Term & Assignment" of this agreement.

## 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).
- 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 loft your bed (either through loft rental or loft-able bed frame in Suites@201) 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. Loft information cited in Section 13, "Room Condition".

## 10. 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. Concerns with time of entry for maintenance can be noted on maintenance requests and facilities personnel will do their best to accommodate that request.

## **11. Vacating your Residential Space**

- a) You agree to vacate the premises
  - i) By noon on the last day of your summer housing contract, or
  - ii) according to the posted summer housing dates
    - (a) summer residents must have an academic year contract to stay in summer housing beyond August 20, 2022
    - (b) summer residents with an active academic year contract will transition from summer housing to fall housing approximately one week prior to the official fall move-in (exact date will be provided in July to applicable residents)
- 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.

## **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 are unclaimed in a timely fashion will be sold or otherwise disposed of.

## **13. Room Condition**

- a) When you move into your residential space, you will have an opportunity to complete a room 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) Residential Living does not allow students to construct their own bed-lofting structures.
  - i) Lofts are available for rent via <https://www.collegeproducts.com/store/uwsp/>. More information about loft rentals are provided to students in the summer prior to fall move-in.
  - ii) Rented lofts must be disassembled and removed from the residential space upon check out.
- f) False walls, partitions, or platforms are also not allowed in any of the residence halls.

## **14. 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) When two or more residents 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.
- 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.

## **15. Rules and Regulations**

- a) You are responsible for observing university and residential policies, rules, and regulations, including 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/rhandbook.pdf](http://www.uwsp.edu/resliving/documents/pdf/rhandbook.pdf)).
- b) Lack of knowledge or understanding of the policies, 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 as described in section 8 (c) (5).
- d) The university and Residential Living reserve the right to make changes to the existing policies, rules, and regulations and to adopt additional reasonable policies, rules, and regulations during the term of the contract. Such changes are communicated via email and/or other notification methods 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.
- 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.

#### **16. Disciplinary Action**

- a) If you are involved in a violation university policies, rules and regulations, or state or federal laws, 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 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.

#### **17. 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 decide 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.

#### **18. 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.