

# ***University of Wisconsin-La Crosse Housing Contract***

## **TERMS AND CONDITIONS: ACADEMIC YEAR 2023-24**

IN CONSIDERATION of the mutual covenants by The Board of Regents of the University of Wisconsin System operating as the University of Wisconsin-La Crosse, Office of Residence Life (hereinafter referred to as "ORL") and you, the student (hereinafter referred to as "you" and/or "resident"), signing the contract, IT IS AGREED AS FOLLOWS:

**You understand this is a legally binding contract that cannot be cancelled without penalty after March 1, 2023 (for returning students) or May 1, 2023 (for new students) if you attend UW-La Crosse during the academic year 2023-24.**

For the purposes of this contract, a New Student is defined as a student who is attending UWL for the first time and has not yet attended courses at UWL at the time of signing this housing contract. A Returning Student is a student who has begun attending UWL courses at the time of signing this housing contract.

You understand and agree that this contract is for a room assignment determined by ORL. This contract does not guarantee assignment to a particular residence hall, room, or with a particular roommate. Failure to honor an applicant's assignment preference will not void the contract.

All first-year students are required to live on campus except for those students who have a permanent home address within 25 miles of campus. Any exceptions must be approved by the Director of Residence Life or the Director's designee. For additional information about campus housing eligibility, see section 3.A.

This document and those referred to within it constitute the University of Wisconsin-La Crosse Housing Contract. Failure to read this agreement, the information provided on the Office of Residence Life website or other distributed materials do not excuse you from complying with the terms and conditions, rules, policies, and procedures contained herein.

Submission of your contract and deposit payment of \$150 indicate your agreement to the terms and conditions of the contract and make the agreement legally binding on both parties.

### **1. CANCELLATION AND REFUND POLICIES**

#### **A. Deposit/Advance Payment**

The \$150 deposit will be applied to second semester bill for those fully honoring their housing contract.

#### **B. Deposit and Cancellation of Contract**

#### **RETURNING STUDENTS**

**Contract cancellations by March 1, 2023 will receive a full refund of the \$150 deposit.**

After March 1, 2023, contracts CANNOT be cancelled without approval from Residence Life (see section 1.C), and students are fully financially responsible for all costs and fees for the housing contract.

If contract cancellation is approved after March 1 the entire \$150 deposit will be forfeited.

#### **NEW STUDENTS**

**Contract cancellations by May 1, 2023 will receive a full refund of the \$150 deposit.**

After May 1, 2023 contracts are not automatically cancelled unless students notify the UWL Admissions Office directly of their decision to no longer attend UWL for the upcoming year. Otherwise, contracts CANNOT be cancelled without approval from Residence Life (see section 1.C), and students are fully financially responsible for all costs and fees for the housing contract.

If contract cancellation is approved after May 1 the entire \$150 deposit will be forfeited.

### **C. Contract Cancellation after March 1 (Returning students)/May 1 (New students)**

This section describes cancellation of contracts that students have entered. For information about campus housing eligibility, refer to section 3.A. For all contract cancellation requests, ORL has the right to request additional documentation from students related to their request. ORL reserves the right to consider the timing of the circumstances cited as reasoning for a contract cancellation request. Failure to provide supplemental documentation to support a cancellation request may result in denial of the request.

After March 1 for returning students and May 1 for new students, contract cancellation will be considered only under the following conditions:

1. You are no longer enrolled at the University of Wisconsin-La Crosse.
2. You have been called to active duty for the United States military.
3. You get married.
4. You become a primary caretaker for a dependent.
5. You are not physically attending classes at the University of Wisconsin-La Crosse. This provision is applicable through the published academic calendar drop/add deadline for each semester.
6. You are participating in a UWL-sponsored internship, research, student teaching placement, or study abroad program that requires living away from LaCrosse.
7. You can demonstrate unusual and compelling circumstances that in ORL's judgment living elsewhere is warranted.

### **D. Accommodations**

UWL recognizes the importance of providing reasonable accommodations in its housing policies and practices where necessary for individuals with disabilities to fully participate in the University housing program. A disability is defined as *a physical or mental impairment that substantially limits one or more major life activities*. A reasonable accommodation is an exception to the usual rules, policies, practices, or services that a resident with a disability may need to fully participate in the housing program. The ACCESS Center, in conjunction with Residence Life, is responsible for evaluating whether to grant or deny requests for reasonable accommodation in University housing. Students with a disability who reside in University Housing and require reasonable accommodation must contact and register with the ACCESS Center.

In circumstances where students have a documented disability, medical condition, or injury that they believe exempts them from campus housing requirements or would require them to be released from an active housing contract, they must register with the ACCESS Center and participate in the housing accommodation request process.

### **E. Spring Semester Only Contracts:**

#### **RETURNING STUDENTS**

**Contract cancellations prior to December 1, 2023 will receive a full refund of the \$150 deposit.**

After December 1, 2023, contracts CANNOT be cancelled without approval from Residence Life (see section 1.C), and students are fully financially responsible for all costs and fees for the housing contract.

If contract cancellation is approved after December 1, the entire \$150 deposit will be forfeited.

#### **NEW STUDENTS**

**Contract cancellations prior to December 1, 2023 will receive a full refund of the \$150 deposit.**

After December 1, 2023 contracts are not automatically cancelled unless students notify the UWL Admissions Office directly of their decision to no longer attend UWL for the upcoming year. Otherwise, contracts CANNOT be cancelled without approval from Residence Life (see section 1.C), and students are fully responsible for all costs and fees for the housing contract.

If contract cancellation is approved after December 1 the entire \$150 deposit will be forfeited.

## **F. Contract Cancellation Request Process**

Returning students may submit a request to cancel their UWL Housing Contract through the [housing portal](#). New students must cancel by contacting the Admissions Office. Initial cancellation requests are reviewed and approved/denied by ORL. If a student's contract cancellation request is denied, they have the option to appeal the decision by submitting an appeal to the ORL Contract Cancellation Appeals Committee. The ORL Contract Cancellation Appeals Committee or their designee retains the right to grant or deny any cancellation request and may also determine whether a cancellation fee or loss of deposit will occur. You are encouraged to provide any additional documentation in support of a cancellation request. ORL may consult with another university office or department regarding your cancellation request.

Students requesting an off-campus release must complete the contract cancellation request form on the [housing portal](#). Students should not sign an off-campus lease until they have been notified by ORL that they have been released from their housing contract. If a student's contract cancellation request is denied, they have the option to appeal the decision by submitting an appeal to the ORL Contract Cancellation Appeals Committee.

If your contract cancellation request is denied you may request a buyout of your UWL Housing Contract by paying a non-negotiable 85 percent of housing fees remaining under the contract. 'Fees remaining' under the contract is defined as the time from the day you move out of the residence halls until the end of the academic year. If a buyout is sought prior to the start of the academic year, the cost is 85 percent of all housing fees for the entire contract term (August to May). This formula may also be used in situations when you do not fulfil your contract obligations. As first year students are required live on campus at UWL, first year students may only elect the contract buyout option if approved by the Director of Residence Life or their designee.

## **G. Cancellation of Contract by ORL**

ORL may cancel or temporarily suspend performance of any part of this contract in the event of an emergency that would make continued operation for student housing not feasible. You may be financially responsible for the remainder of your housing contract if your housing contract is cancelled related to conditions noted in this section. ORL reserves the right to deny or cancel a UWL Housing Contract if you:

1. (Your) admission to the University of Wisconsin-La Crosse is revoked or you are academically ineligible to return to the University of Wisconsin-La Crosse.
2. Lose eligibility as defined in this contract under Item 3. A. below.
3. Fail to properly complete or misrepresent information on the contract.
4. Fail to comply with any portion of this contract or a prior contract you held with ORL.
5. Fail to satisfy in a timely manner all financial obligations accrued under this or a previous ORL contract, including all required deposit and cancellation fees.
6. Violate rules or regulations listed or referred to in this contract and/or ORL [policies and procedures](#) and/or the University of Wisconsin Administrative Code, including chapters UWS 17: Student Nonacademic Disciplinary Procedures; and/or UWS 18: Conduct on University Lands. If your contract is cancelled any time during the academic year for disciplinary reasons, ORL reserves the right to deny or cancel a UWL Housing Contract for any future academic terms.
7. Have a proven criminal record or demonstrate behavior that your presence in the UWL residence halls may provide an unreasonable risk to yourself or to others in the university community, including students, faculty, and staff.

You will receive written notification electronically and/or by letter that will provide a date by which you must vacate UWL residence halls. In the case of a serious violation, or a reasonable belief that a threat exists, you may be required to vacate within 24 hours or sooner.

## **2. RATES AND PAYMENT INFORMATION**

### **A. Rates**

The 2023-24 rates will be finalized in the summer of 2023 by the Board of Regents. Current residence hall room rates are published on the [UWL Residence Life website](#). Updated rates will be posted after approval by the Board of Regents. For students approved by ORL for release from their housing contract, housing billing will be prorated daily based on the date that they complete check the check out process as described in section 3.H.

Housing billing will not be prorated for check outs that occur after December 1, 2023 for the fall semester or May 1, 2024 for the spring semester.

#### **B. Payment**

Payment will be made in accordance with the [2023-24 billing schedule](#).

#### **C. Indebtedness**

Failure to satisfy the financial obligations accrued under this contract in a timely manner may result in:

1. A hold being placed on your records preventing the issuance of grade transcripts and/or enrollment;
2. Denial of reassignment;
3. Cancellation of this contract; and/or
4. Eviction.

### **3. TERMS, ASSIGNMENTS AND ROOMMATES**

#### **A. Eligibility to Reside in UWL Residence Halls**

You must be enrolled with a full-time credit load as a student at the University of Wisconsin-La Crosse or otherwise determined eligible by the Director of Residence Life or Director's designee. ORL reserves the right to cancel your contract if you are under-registered; however, under-registration does not automatically result in housing contract release in all circumstances.

All first year students are required to live on campus. Any exceptions must be approved by the Director of Residence Life or the Director's designee. Exceptions are considered under the following circumstances:

1. You are living with a parent/legal guardian at their permanent home and are commuting from within a 25 mile radius of the UWL campus.
2. You are currently a primary caretaker for a dependent.
3. You are married.
4. You have served one year of active duty within the military. (ROTC, National Guard, and Reserve duty do not qualify for this exemption.)

Any student wishing to request a housing exemption must complete the housing exemption form on the UWL Housing Portal.

You must be able to perform your own independent tasks or provide an attendant to assist you. You are responsible for your own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. You are expected to utilize the various resources available to provide care for yourself. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves, or others may be asked to adhere to an action plan and/or may have their housing contract cancelled.

In circumstances where a student who is still a minor and is also a returning student, as defined at the beginning of this contract, is signing a housing contract for a year in which they would not be required to live on campus, the student will be required to identify a parent or legal guardian as a Co-signer for their housing contract. ORL will provide a Co-signer form to the student who will be responsible for having the Co-signer complete the form and return the form to ORL before the student may proceed with completing the housing contract.

#### **B. Resident Responsibilities**

1. Make complete payments of all ORL fees, including the \$150 housing deposit unless a waiver has

- been approved by the Director of Residence Life or the Director's designee.
2. Abide by [policies and procedures](#) located on the ORL website and all rules and regulations of the University of Wisconsin-La Crosse, which are incorporated by reference and made a part of this contract.
  3. Honor the terms and conditions stated in this contract.
  4. Read and act upon all electronic communications sent by ORL.

### **C. Contract Term/Vacation Periods**

This contract is for the entire 2023-2024 academic year. Fall and spring residence hall opening and closing dates and times can be found on the table below. **Winter Break is not covered by fall or spring semester rates.** Students will be charged a \$100 flat rate for staying any portion of winter break, whether one night or all of the winter break period. Students will need to complete the Winter Break Housing Contract. Students will be billed separately for the winter break period.

If the university revises the dates of the academic year, the revised dates will apply and will not change the financial obligations of this contract. ORL further reserves the right to adjust opening dates each semester in order to adapt to the academic calendar of the university without any adjustment to rates.

All halls will remain open during Thanksgiving, winter, and spring breaks. Closing and opening schedules are on the [UWL Residence Life website](#).

### **D. Vacating**

You must vacate the UWL residence halls within 24 hours if you:

1. Receive notification that your contract has been cancelled.
2. Are no longer a student at the University of Wisconsin-La Crosse.

Exemptions to this policy must be approved through the Office of Residence Life.

Under no circumstances may you remain in your room later than the last day of the contract term, unless approved by the Office of Residence Life.

### **E. Assignment Policy**

ORL will not discriminate in assigning rooms or roommates to university residence halls on the basis of race, color, sex, sexual and romantic orientation, gender identity/expression, religion, disability, national origin, ancestry, familial status, political affiliation, veteran status, or age.

There is no guarantee of assignment to a particular room type or residence hall. Students can be assigned to single, double, or triple rooms, as well as apartments or extended housing.

ORL reserves the right to change room or residence hall assignments, to assign roommates, or to consolidate vacancies by requiring you to move from single occupancy of a double room to double occupancy of a double room or triple occupancy of a triple room in the same hall. As deemed necessary, the Director of Residence Life or the Director's designee may relocate any resident without cause or prior notice for health or safety reasons or to protect university property, restore operations, or meet the needs of the university community.

ORL will provide you with UWL ID card swipe access to only your assigned residence hall. You are not entitled to free entry into other residence halls and must abide by the Residence Life Guest Policy if being hosted as a guest by a resident of another residence hall.

### **F. Extended Housing**

When housing demand exceeds existing on campus supply, ORL reserves the right to assign additional residents above the design capacity of designated rooms. This includes assigning 3 students to a double room and 4-5 students to a quad

room. Assignments are based on the date of the completed application.

### **G. Roommates**

You are welcome to request a specific roommate. ORL provides an online roommate search option on the housing portal for students to search for and request a roommate. Your roommate preferences must be electronically submitted through this housing portal process. This is the only ORL supported roommate search platform. Use of any other roommate search platforms is at your own risk. All roommate requests must be mutual and **there is no guarantee of an assignment with a specific individual**. Assignment changes or contract decisions are made on an individual basis and are not influenced by actual or preferred roommate pairings. Failure to honor your roommate preferences will not void the contract.

ORL will share your name and email address with any assigned roommate(s) unless a Federal Education Rights & Privacy Act (FERPA) restriction is placed on this data. Students wishing to restrict some or all directory information should contact the [UW-La Crosse Office of Records & Registration](#).

### **H. Room Changes and Checkouts**

You may only change rooms with prior authorization from ORL. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to your authorized assignment and/or disciplinary action. If granted a room change, you are expected to follow checkout procedures as outlined below. If granted a room change or approved for release from the housing contract, billing for your room will be adjusted once you have completed the proper checkout procedures and will be based on the date your checkout was completed.

You agree to follow the proper checkout procedures provided to you by ORL prior to changing rooms or leaving the residence hall at the end of the semester/academic year. Failure to return your room key at the time of checkout will result in a charge to your account to change the lock on your room door. Failure to properly check out of your room, including failure to return your room key directly to Residence Life staff, will result in an Improper Check Out charge. A room inspection by ORL professional staff will serve as the basis for determining any additional room charges for cleaning by ORL personnel, damages to your room, and/or abandoned property requiring storage until disposal that will result in a service charge to your university account.

## **4. SAFETY AND ROOM MAINTENANCE**

### **A. Room Entry**

ORL, in coordination with employees from other campus offices, reserves the right to enter your room in the interest of health, safety, security, and building maintenance. When possible, advance notice of room entry will be given. University employees are required to report any violations of university regulations and/or terms of this contract observed when in your room.

### **B. Facility Repairs and Improvements**

ORL reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy periods. This includes annual testing or inspection of safety equipment.

### **C. Damages and Labor Charges**

You agree to pay for any damages caused by you and/or your guests.

1. To the building, including fire damage;
2. For missing or damaged furniture, keys and other property; and/or
3. Labor and other associated costs

Where two or more residents occupy the same room and responsibility for damage or loss in the room cannot be ascertained by ORL, the cost of damage or loss will be divided and assessed equally among the residents of the room. ORL reserves the right to assess common area damage charges to residents of a floor, and/or residence hall.

You are not allowed to make any alterations to your residence hall room, residence hall area, or residence hall furniture without the written permission of the Director of Residence Life or their designee. If you make any unapproved alterations to the premises you will incur all fees associated with the cost of returning the premises to their original



condition as determined by ORL. Examples of room alterations include, but are not limited to painting, dismantling furniture or fixtures, adhering carpeting to preexisting room flooring, tampering with electrical outlets/switches, and drilling/screwing things into walls.

Removal of any furniture, bed frames, mattresses, refrigerators, or other items provided with a residence hall room is not allowed without the written permission of the Director of Residence Life of their designee.

Additional information about residence hall repair costs is available on the [Office of Residence Life website](#).

#### **D. Abandoned Personal Property**

You are responsible for removing all personal property from the university residence halls when you move out. ORL has the right, without assuming any liability, to dispose of all personal property left or abandoned on the premises 30 days after the expiration or cancellation of the current contract. During such 30-day period, the University of Wisconsin Board of Regents, ORL and its officers, employees, and agents will not be responsible for loss, damage, or theft of your property.

#### **E. Liability and Insurance**

The Board of Regents of the University of Wisconsin System, its officers, employees and agents have no legal obligation, nor any ability to provide reimbursement for your personal property resulting from loss, theft, water damage, vandalism, or any other perils, unless damage results from the negligence of a specific university employee.

Accordingly, you agree to hold harmless and indemnify The Board of Regents of the University of Wisconsin System, ORL and its officers, employees and agents, for damages sustained by you or others, as a result of your acts or omissions, relating to any changes or modifications made by you to your room or furnishings, such as the configuration of loft beds, bunk beds, bookshelves, partitions, or other structures. This means that you are financially responsible for injury to another party, or damage to their property, as a result of any equipment or items you have constructed, created, purchased or used improperly, and that you will pay any resulting claims on behalf of the university. Because ORL does not provide property insurance, residents are encouraged to secure their own renters and liability insurance.

Students will have access to use the laundry room in their assigned residence hall. Laundry services are paid via student Campus Cash accounts. Fees are not covered as part of students' housing billing. ORL is not responsible for lost, stolen, or damaged laundry/personal items.

#### **F. Public Health Crisis**

The University of Wisconsin-La Crosse Residence Life aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. In the case that the University of Wisconsin-La Crosse is impacted by a pandemic, such as the 2019 Novel Coronavirus or similar public health crisis ("COVID- 19"), additional policies will be implemented that will impact your housing experience.

1. **Health and Safety.** We expect that all members of the community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within the residence halls and the University may request or require a resident to leave the residence halls if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or Residence Life as it relates to public health crises, including COVID-19. This guidance may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, and other common spaces.

2. **Quarantine / Isolation / Separation.** At any time, the University may request or require a resident to leave the residence hall when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Residence Life to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the housing contract and may subject a student to emergency removal from their assigned space. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and may be provided alternative housing arrangements, if available. Removal from the residence hall to isolate or quarantine does not constitute a termination of a residential student's housing contract nor impact the fees associated with the housing contract.
3. **De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract nor impact the fees associated with the housing contract. In the event Residence Life must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time.
4. **Cleaning.** Residence Life will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease. Residence Life will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
5. **Termination.** Upon reasonable notice, Residence Life reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event Residence Life terminates housing contracts due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

## 5. COMMUNICATION & CONTRACT CLARIFICATIONS

### A. Contract Assignment

You cannot assign this contract to another person nor sublet any part of the premises.

### B. Contract Changes

Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Residence Life or the Director's designee.

### C. Oral and Electronic Representation

ORL will not make any oral agreement or oral representation to you or any person acting on your behalf. ORL will not rely on any oral representation from you or any third party concerning the University of Wisconsin-La Crosse Housing Contract. The entire UWL Housing Contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied. Neither you nor ORL are relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.

### D. Official Communication with the Student

ORL will communicate with you using the UW-La Crosse email address that you will receive upon enrollment to UWL. Your room assignment information and all future emails from ORL will be sent to the uwlax.edu email address. You are therefore responsible for checking this email account. ORL is not responsible for missed email communication that is sorted to a spam folder or blocked by your email provider.



## **6. DINING PROGRAM INFORMATION**

### **A. Overview**

All students living in a residence hall are required to have a dining plan regardless of class standing or the number of years one has lived in a residence hall. The dining plan week begins on Friday morning when the first dining venue opens and ends on Thursday evening when the last dining venue closes. All meal plan balances expire and are forfeited based on the following scenarios:

1. Weekly Dining Plans: Expire weekly at 11:59 p.m. on Thursday. Remaining meals do not carry over to the next week.
2. Reuter Plan: Expires at the end of the semester in which it was purchased.
3. Dining Dollars/Block Meals: Expire at the end of the semester in which they were purchased. Remaining dining dollars/block meals do not carry over to the next semester.

The Dining Center closes during official University break periods (Thanksgiving, winter and spring).

### **B. Dining Plan Options**

All students living in the residence halls will be automatically enrolled in the basic dining plan. For full details on the dining plan options and policies visit the UWL dining website: [www.uwlax.edu/university-centers/services/dining-services/dining-plans/](http://www.uwlax.edu/university-centers/services/dining-services/dining-plans/)

### **C. Dining Plan Cancellations**

Students may only be released from their dining plan if they have also been released from their housing contract. Full financial credit will only be granted for cancellations prior to the first day of classes and if no meals have been eaten. Thereafter, the original plan charge will be adjusted according to the refund schedule. University Dining will use the Residence Life cancellation date or the last meal eaten, whichever is later, as the official date to cancel the dining plan. No refunds will be given after November 30 for the Fall Semester and April 30 for the Spring Semester.