



University Housing Contract FOR HOUSING AND DINING SERVICE TERMS AND CONDITIONS: ACADEMIC YEAR 2020-21

IN CONSIDERATION of the mutual covenants by the Board of Regents of the University of Wisconsin System operating as the University of Wisconsin-Madison, Division of University Housing (hereinafter referred to as the “Division”) and you, the student (hereinafter referred to as “you” and/or “Resident”), signing the contract, IT IS AGREED AS FOLLOWS:

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

This document and those referred to within it constitute the University of Wisconsin-Madison housing contract for single student housing. Failure to read this agreement, the information provided on the University Housing websites or other distributed materials do not excuse you from complying with the terms and conditions, rules, policies and procedures contained therein.

Your electronic signature and advance payment indicate your agreement to the terms and conditions of the contract and makes the agreement legally binding on both parties.

I. ELIGIBILITY TO RESIDE IN UNIVERSITY HOUSING

You must be an enrolled student at the University of Wisconsin-Madison or otherwise determined eligible by the Director of Housing. The Division reserves the right to cancel your contract if you are registered for five credits or less.

Wisconsin law [SS36.25(46)] requires you to affirm whether you have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination, if any; this information must be provided electronically to University Health Services.

UW System Administrative Policy 136 requires students to provide disclosures prior to living in University Housing:

- any prior felony pleas or convictions in which the student was treated as an adult during the proceeding; and
- non-academic postsecondary disciplinary violations that resulted in expulsion, dismissal, or suspension.

Students who answer “yes” to either of the disclosure questions will be given an opportunity to provide further details, including a description of the incident(s), including the date(s) and location(s) and any explanatory information the student wishes to provide. An institution review by UW-Madison shall decide whether to grant or deny the student’s request to live in University Housing.

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 leave University Housing.

2. UNIVERSITY AGREES

The Division hereby grants to you a limited license to occupy University Housing facilities and receive dining services in the residence halls under the terms and conditions stated herein. Information on the www.housing.wisc.edu website, including move-in and move-out schedules, is incorporated by reference and made a part of this contract. The Division and Resident agree that no lease or landlord-tenant relationship is created by this agreement.

3. RESIDENT AGREES

You, as the Resident, agree to:

- A. make complete payments of all housing, dining service, and contract fees;
- B. abide by the Student Housing Handbook of the Division (located on the www.housing.wisc.edu website) and all rules and regulations of the University of Wisconsin-Madison, which are incorporated by reference and made a part of this contract;
- C. honor the terms and conditions stated in this contract; and
- D. read and act upon all electronic communications sent by the Division.

4. CONTRACT ASSIGNMENT

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

5. 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 Housing.

6. ORAL AND ELECTRONIC REPRESENTATION

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

Your UW-Madison issued Net ID and password are, per the UW-Madison Responsible Use of Information Technology Policy, intended for your (the student's) use only. You will use your Net ID and password to access the My UW Housing portal where you will complete your University Housing Contract. The Division is obligated to report to the University any suspected misuse or sharing of your Net ID and password.

7. OFFICIAL MEANS OF COMMUNICATION TO/WITH THE STUDENT

The Division will initially communicate with you (the student) using the electronic (email) address you provided as part of your admissions process to UW-Madison. Most Division emails will include the official UW-Madison logo and all emails will come from an email address containing housing.wisc.edu in the domain. To ensure receipt of emails from the Division, be sure to add assignme@housing.wisc.edu to your personal email address book on record with UW-Madison. The Division is not responsible for email communication that is sorted to a spam folder or blocked by your email provider.

UW-Madison will designate your wisc.edu University email address as the preferred email address typically in early June. Once this happens, your room assignment information and all future emails received from the Division will use the wisc.edu email address for official communication. All official notices and correspondence from UW-Madison regarding your housing contract will be made via your wisc.edu email address, including information and documents pertaining to your advance payment refund and any charges assessed against your advance payment. You are responsible for checking the wisc.edu email account and should use the wisc.edu account for conducting all University related business. Forwarding emails from your wisc.edu account to other email accounts is not an excuse for missed action on University business.

Per the Family Educational Rights & Privacy Act (FERPA), the Division will only act upon correspondence received from you (the student) from either the email address you entered as part of the admissions process or your wisc.edu email address once you have been assigned a room.

8. CONTRACT TERM

For the University Residence Halls:

This contract is for the entire Academic Year 2020-21.

Fall occupancy periods will be from September 1, 2020 to 8:00 p.m. on December 18, 2020; exceptions to stay until 12:00 p.m. on December 19, 2020 must be approved by residence life staff in your hall.

Winter Break housing (the period between the fall and spring semesters) is an available option for an additional fee.

Spring occupancy periods will be from January 16, 2021 to 12:00 p.m. on May 9, 2021. For new spring residents, the Spring 2021 Contract Term begins January 16, 2021.

If entered into after September 1, 2020, this contract applies only to the balance of Academic Year 2020-21. If the dates of the academic year are revised by the University, the revised dates will apply and will not change the financial obligations of this contract. The Division 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.

For the 100s at Eagle Heights:

Occupancy periods will be from August 8, 2020 to December 31, 2020 for the fall term and January 1, 2021 to May 31, 2021 for the spring term.

9. VACATION PERIODS

You may not occupy your room later than 24 hours after your last instructional period/exam of the semester without prior approval from residence life staff for your hall. All residence halls will be closed beginning at noon (12:00 p.m.) on December 19, 2020 and all services normally provided will be discontinued. Academic year residents who opt for winter break housing and pay an additional fee may reside in our residence halls. All halls remain open during Thanksgiving and spring breaks.

Students living in the 100s at Eagle Heights may not need to vacate within 24 hours of their last instructional period/exam of the semester.

10. RATES

Projected 2020-21 rates are provided on the www.housing.wisc.edu website. The 2020-21 rates will be finalized by Summer 2020. Rates include Housing and Dining fees as well as a fee for use by resident student organizations to provide educational and social programming to residents. The Division reserves the right to adjust contract rates during the term of this contract and you agree to pay the rates and prices as adjusted. Adjustment in rates will not be greater than \$50 during the academic year. Individual food item prices may be adjusted to meet unforeseen cost changes.

11. PAYMENT

Payment will be made in accordance with the University's 2020-21 billing schedule. The University reserves the right to assess late fees for payments not received by the due date.

12. APPLICATION FEE

All students are subject to a one-time, \$50 non-refundable, application fee that is paid when the contract is signed and the advance payment submitted. Students returning to the housing for a subsequent academic year are not subject to this fee.

13. ADVANCE PAYMENT

The advance payment submitted will be credited to your student account unless it becomes necessary to withhold the credit to cover other costs incurred by you under the terms of this contract or other University account balances.

14. INDEBTEDNESS

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

- A. cancellation of this contract;
- B. a hold being placed on your records preventing the issuance of grade transcripts and/or enrollment;
- C. denial of reassignment; and/or
- D. eviction.

15. CANCELLATION OF CONTRACT BY THE DIVISION

The Division may cancel or temporarily suspend performance of any part of this contract in the event of an exigency that would make continued operation for student housing not feasible.

The Division reserves the right to deny issuance of or cancel a University Housing Contract if you:

- A. lose eligibility as defined in this contract under Section I, ELIGIBILITY;
- B. fail to properly complete or misrepresent information on the contract;
- C. fail to comply with any portion of this contract or a prior contract you held with the Division;
- D. fail to satisfy in a timely manner all financial obligations accrued under this or a previous Division contract;
- E. have a record of past failure to meet financial obligations in a timely manner;
- F. violate rules or regulations listed or referred to in this contract and/or the University of Wisconsin Administrative Code, including chapters UWS 6: Complaints and Grievances; 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, the Division reserves the right to deny or cancel a University Housing Contract for any future academic terms;
- G. have a proven criminal record or demonstrate behavior that your presence in the University Housing may provide an unreasonable risk to yourself or to others in the University community, including students, faculty, and staff;
- H. have not reaffirmed your attendance at the University of Wisconsin-Madison when requested to do so by the Division; and/or
- I. have had your admissions revoked. (Being readmitted after the admissions revoked status does not guarantee a University Housing contract and/or a previous room assignment will be reinstated.

You will receive written notification electronically and/or by letter which will provide a date by which you must vacate the University Housing. In the case of a serious violation, or a reasonable belief that a threat exists, you may be required to vacate immediately. Cancellation of your contract by the Division does not relieve you of any fees and/or charges owed under this contract.

Cancellation of your housing contract may result in the loss of your employment with the Division.

16. REQUEST TO CANCEL CONTRACT BY PROSPECTIVE/CURRENT RESIDENT

You may apply in writing to the Division to cancel your University Housing Contract. The Division retains the right to grant or deny any cancellation request. You are welcome to provide any additional documentation in support of a cancellation request. The Division may consult with another University office or department regarding your cancellation request.

A cancellation request is given priority if you:

- A. are not attending or are no longer an enrolled student at the University of Wisconsin-Madison;

- B. participate in an internship, research, or study abroad program that requires living away from Madison;
- C. demonstrate serious extenuating circumstances when, in the Division's judgment, living elsewhere is warranted.

Requests for a release from the University Housing Contract to live off-campus (including but not limited to privately owned residence halls, apartments, Greek houses) are **only** considered when demand for housing contracts exceeds availability as determined by the Division. The Division reserves the right to offer off-campus releases based on various factors affecting space management. Students requesting an off-campus release will receive an email directing them to required paperwork to complete, as well as the schedule of notification regarding off-campus decisions. Students living in temporary housing or assigned later in the summer are considered a normal part of occupancy management and do not factor into off-campus release decisions. In the unlikely event that an off-campus release request is granted, there is an automatic forfeiture of the deposit regardless of when the request is made.

You may request a buyout of your University Housing Contract at any time by paying a non-negotiable 85 percent of housing and dining service fees remaining under the contract. Fees remaining under the contract is defined as the time from the day you move out of the University Housing Contract 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 and dining service fees for the entire contract term (September to May).

17. CANCELLATION FEES AND REFUNDS

A. Advance Payments

Approved contract cancellations as listed in Section 16. will be subject to the forfeiture schedule listed below as liquidated damages whether or not a waiting list exists. The \$50 application fee is non-refundable even in cases of contract cancellation or release.

For Academic Year 2020-21 Contract Term

Your Cancellation Request is Received:	New Resident: Forfeiture Charge Applied to Your Account	Continuing Resident: Forfeiture Charge Applied to Your Account
on or before to May 1, 2020	\$0	\$0
between May 2 and May 31, 2020	\$50	\$50
between June 1 and June 30, 2020	\$150	\$150
July 1, 2020 or after	\$250	\$300

New Spring 2021 Contract Term cancellations incur a \$250 forfeiture charge.

Forfeiture charges will not be assessed if your cancellation request is granted for one of the following reasons:

- 1. You graduate after the fall term.
- 2. You or a member of your immediate family has a serious illness or injury that prevents you from attending the University of Wisconsin-Madison.
- 3. You transfer to another University of Wisconsin campus and contract to live in the university-owned residence halls on that campus for the term of this contract.
- 4. You have been called to active duty for the United States military.

B. Housing Fees for Cancellations on or after September 1, 2020

Approved contract cancellations made by the Division will result in full housing charges up to the day you complete appropriate checkout procedures as outlined under Section 25 of this contract.

Federal financial aid dollars or campus department third party payments will be refunded to the appropriate departments/offices. The amount of your refund will be applied to damages (as outlined in Section 26 of this contract) or other University account balances.

Refunds of housing fee payments will not be made for departures during the last 15 nights of the fall or spring semester. Learning community fees are fully refunded through the University's last day to drop a class without penalty for that semester. After that date, the learning community fee for that semester is forfeited.

18. ASSIGNMENT POLICY

The Division will not discriminate in assigning rooms or roommates to the University Housing on the basis of race, color, sex, sexual orientation, gender identity/expression, religion, disability, national origin, ancestry, familial status, political affiliation, veteran's status, or age.

The Division will do its best to honor student preferences for an assignment, however, there is no guarantee of an assignment to a particular room type, residence hall, apartment, learning community, or neighborhood. Students can be assigned to single, double, or triple rooms, or to temporary housing. All residents with a binding contract will receive assignment information in mid-June 2020. Students assigned to temporary housing will move once a permanent assignment has been provided.

Failure to honor assignment preferences, assignments made later in the summer, or an assignment to temporary housing are not grounds for a release from the contract. Room changes may be requested beginning the first day of classes as noted in Section 20.

The Division reserves the right to change room or hall assignments, to assign roommates, or to consolidate vacancies by requiring you to move to another room with a vacant space. The Division reserves the right to assign additional residents above the design capacity of designated rooms.

As deemed necessary, the University of Wisconsin-Madison, the Vice Chancellor-for Finance & Administration or 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.

Smoking, including the use of e-cigarettes, is not permitted anywhere in the University Housing including student rooms and public areas such as dens, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any residence hall, apartment, and/or dining facility.

19. ROOMMATES

You are welcome to request a specific roommate or indicate an interest in being assigned a random roommate. Students who request a specific roommate are indicating to the Division that a roommate pairing is their priority over building preferences. Your preferences must be electronically submitted by May 1, 2020; preference options, if available, may be limited after this point. 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. Decisions made regarding a student's contract or assignment do not alter the status of the roommate's contract or assignment. Failure to honor your roommate preferences will not void the contract.

The Division will share your name, postal and email addresses, and telephone number, which are all considered public directory information, with any assigned roommate(s) unless a FERPA restriction is placed on this data. Students wishing to restrict some or all directory information should log on to the Student Center for the campus My UW portal.

Behaviors with the purpose to bully, intimidate, harass, and/or physically harm a potential roommate either in-person, verbally, or through electronic medium (including but not limited to social media websites, texts, email, and/or instant messaging) may result in assignment to a different room and/or residence hall and/or cancellation of the housing contract. Cancellation of your contract by the Division does not relieve you of any fees and/or charges owed under this contract.

20. ROOM CHANGES

You may change rooms only with prior written authorization from the Division Assignment Office. The Division begins collecting room change requests on the first day of classes per the University of Wisconsin-Madison academic calendar. 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 in Section 25 of this contract. The Division may electronically notify your current roommate, if applicable, that Division personnel will be entering the room to perform a room inspection. Learning community fees are fully refunded through the University's last day to drop a class without penalty for that semester. After that date, the learning community fee for that semester is forfeited.

21. LIABILITY & INSURANCE

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, the Division 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 the Division does not provide property insurance, residents are encouraged to secure their own renters and liability insurance.

22. ROOM ENTRY

The Division 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. Division employees are required to report any violations of University regulations and/or terms of this contract observed when in your room.

Authorized personnel may enter your room to:

- A. perform requested, preventive, prescheduled, or emergency maintenance;
- B. assess for any damages after a resident has vacated; or,
- C. silence a disruptive noise in the absence of occupants of the room.

Property can be seized and removed from your room when:

- A. it constitutes an imminent danger;
- B. it is University-owned property; or
- C. it is an unauthorized animal/pet.

23. FACILITY REPAIRS/IMPROVEMENTS

The Division reserves the right to make repairs or improvements to the facilities including residents' rooms during occupancy periods. Repairs or improvements to resident rooms may require relocation of residents.

24. VACATING

You must vacate the University Housing within 24 hours if you:

- A. receive notification that your contract has been cancelled;
- B. are no longer a student at the University of Wisconsin-Madison; or
- C. have had your last instructional period/exam of the semester.

If you are graduating from the University, you may remain in your room until Commencement Day.

25. CHECKOUTS FOR ROOM CHANGES, CANCELLATIONS, OR END OF CONTRACT TERM

You should begin the checkout process only after receiving prior written notification from the Division Assignment Office or at the end of your contract term.

You agree to follow the proper checkout procedures provided to you prior to changing rooms or leaving University Housing. 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. A room inspection by Division personnel will serve as the basis for any room change charges. Extra cleaning by Division personnel, damages to your room, and/or abandoned property requiring storage until disposal will result in a service charge to your student account.

26. DAMAGES AND LABOR CHARGES

You agree to pay for any damages:

- A. to the building, including fire damage;
- B. for missing or damaged furniture, keys, and other property; and/or
- C. labor costs caused by you to University Housing because of your actions or intentions.

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

27. ABANDONED PERSONAL PROPERTY

You are responsible for removing all personal property from University Housing when you move out. The Division has the right, without assuming any liability, to dispose of all personal property left or abandoned on the premises 60 days after the expiration or cancellation of the current contract. During such 60-day period, the University of Wisconsin Board of Regents, the Division and its officers, employees, and agents will not be responsible for loss, damage, or theft of your property.

28. DINING SERVICE

New students must select and pay for a Resident Food Account dining plan. Continuing residents or residents assigned to the 100s at Eagle Heights are not required to select a Resident Food Account dining plan, but are eligible to do so if they choose. Please visit www.housing.wisc.edu/dining-residents.htm for information about the Resident Food Account dining plans. Your Resident Food Account funds are nontransferable to other accounts on your Wiscard.

Dining service will be provided as described on the www.housing.wisc.edu/dining website. Service hours and locations may be adjusted by the Division with proper notification to residents of any changes. Dining service will not be provided during the Thanksgiving and winter breaks. The last day of dining service each semester will be the last day of exams.