

2009-2010 UNIVERSITY OF WISCONSIN-STOUT UNIVERSITY HOUSING & DINING SERVICE CONTRACT

PLEASE PRINT

White: University Copy Yellow: Student Copy

Name _____ Student ID Number _____
Last First Middle

Home Address _____
Street City State Zip

Home Phone Number _____ Date of Birth _____
Area Code Number Month Day Year

TERMS AND CONDITIONS: This document constitutes the University of Wisconsin-Stout residence hall and dining services contract for the 2009-2010 academic year. "Student" in each instance of use herein refers to the contracting student signing this document.

1. This contract is for the **ENTIRE 2009-2010 academic year, and cannot be cancelled after May 1, 2009 if the student attends UW-Stout during the 2009-2010 academic year, regardless of age or the number of credits carried.**

Student who is required to live on campus must receive written permission to commute or live off-campus before their contract can be cancelled. If student is academically dismissed and later reinstated, this contract is still in effect. To live in the halls, student must be enrolled at UW-Stout with at least one credit. Release is granted only when student is no longer enrolled at UW-Stout or due to unusual and compelling circumstances, as approved by the Associate Director of University Housing.

2. TERMINATION OF CONTRACT

Cancellation: Student desiring to terminate this contract must have the written permission of the Associate Director of University Housing. The forfeiture of the prepayment does not constitute termination of contract. Student who moves from the hall without written permission of the Associate Director University Housing will continue to be charged residence hall fees for the total contract.

Mandatory Termination: If student is not enrolled, termination of this contract is mandatory. In all cases of release from this contract a credit will be made to the student's university bill for unused services. The credit is calculated on a weekly basis with Monday beginning a new week. Prepayment will be forfeited.

Exigency: University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency that which would make continued operation of Housing and Dining Services unfeasible. Single rooms may be suspended in the event of an emergency which would necessitate reassigning other residents if their rooms are uninhabitable. All other accommodations will be used prior to reassignment to paid-for single rooms.

Discipline Termination: University may temporarily suspend this contract until a discipline hearing is held. This contract may be terminated with 24-hour notice if the university discipline hearing concludes the student has violated rules and/or regulations, or if student fails to comply with this contract. Disciplinary termination will subject student to payment of 50% of the remaining room charge and forfeiture of prepayment. Meal plan will remain in effect for the remainder of the contract.

3. Failure to attend, withdrawal from the university, academic dismissal or denial of admission will result in the forfeiture of the prepayment. The possible subsequent occupancy of the assigned space has no bearing on the forfeiture of the prepayment.

4. An advance prepayment of \$125 is due with contract and will be applied to the spring semester fees. Prepayment contains a \$35 non-refundable processing fee that will be forfeited with any cancellation. **Cancellations must be submitted in writing and prepayment refunds will be: \$90 if received prior to February 1st or \$45 if received between February 1 and May 1.**

5. Student agrees to abide by all regulations that have been or may be established by UW-Stout and the UW-System Board of Regents, and agrees to abide by the regulations published at www.uwstout.edu/housing or in the **Residence Hall Handbook** and **UW-Stout Student Handbook**, which are part of this contract by reference. Residence hall regulations are subject to change.

6. Student must be registered for class in order to live in the residence halls. Persons without valid residence hall contracts may not reside in the residence hall. Student is not permitted to subcontract their room, or any part thereof. Student must vacate their residence hall room at the expiration of this contract or within 24-hour notice of withdrawal/dismissal from the University, dismissal from the residence hall or approved release of contract.

7. Fire alarm systems, smoke detectors and fire fighting equipment are for student protection and safety. Tampering with or misuse of equipment is strictly prohibited. Each student must promptly evacuate the building for every fire alarm. Violators are subject to civil action and /or University conduct.

8. Residence Halls will open on a specific date prior to the fall semester and close after the spring semester finals. Student may occupy their room every night during this time period. Student must vacate room by the established closing time at the end of the spring semester.

9. Student agrees to pay for any damages, lost property or unnecessary service costs caused by student neglect or intent. Upon moving into the room, the student must complete and sign a room check sheet, which will be used as an accurate and complete record of the contents and condition of the room. The student will be financially responsible for any differences when he/she checks out of the assigned room. Where two or more students occupy the same room and responsibility for damage cannot be ascertained, the cost of damage will be divided equally between students. In case of loss or damage to common areas of the building, defined as those areas not assigned to an individual, the cost of repair and/or replacement is divided and assessed to each student living in the common area.

10. University staff members will enter a student room, with or without notice, in order to respond to emergencies, to ensure personal and building security, to perform custodial/maintenance work, and/or to handle violations of campus policy and Wisconsin state law.

11. This contract is for a space in a hall, not a particular room. The University reserves the right to reassign a student in order to make the most effective use of available accommodations. **If need be, a student can also be reassigned as a result of violation of university and/or residence hall regulations including situations where a person is violating the rights of his/her roommate.** The University reserves the right to place a student in a temporary room when space is not available for permanent occupancy. Student must move to the permanent space when it becomes available. (Any moving expense from temporary space to permanent space is borne by the student.)

12. If student is of legal drinking age they may consume alcohol in their own room. Student whose conduct under the influence, is injurious to the health or education of others around him/her, is loud and/or disruptive or interferes with the cleanliness or orderliness of the residence halls is subject to civil action as well as university disciplinary action. Persons found to possess, sell or use any form of illegal drugs are subject to suspension from UW-Stout and the UW System. All residence halls are smoke free.

13. The University is not liable for property belonging to any student, which may be lost, stolen, or damaged in any way on the premises including storage facilities. No personal property may be left in a student room or storage at the end of the contract period. Any property left will be considered abandoned and student will be billed for removal and disposal.

14. Tampering or altering of locks on University rooms and/or the altering or duplicating of university keys is strictly prohibited. Student is required to follow building security policies. Those who jeopardize the security of the building and/or the safety of residents are subject to civil action and/or disciplinary action.

15. Student is responsible for the conduct of guests and visitors. Student will be subject to disciplinary action for the misconduct of guests and is liable for damages caused by them. Guests may be housed overnight under the guest policy outlined in the **Residence Hall Handbook** or at www.uwstout.edu/housing.

16. Failure to satisfy the financial obligations accrued under this contract may result in the denial of further meals; denial of grade transcripts and/or enrollment; and/or eviction, pursuant to university rules governing the imposition of these sanctions.

17. Student decorations or construction must comply with the Wisconsin Building Codes. Decorations or furnishings, which are deemed to be a fire hazard, must be removed. Construction or furniture arrangement, which hinders direct egress from the room, is not permitted. Student agrees to hold harmless the Board of Regents, the University, its officers, employees and agents, and to indemnify them from any claims for damages sustained by student or others in student rooms as a result of student acts or omissions relating to any student modifications to the room or furnishings such as the construction of bunk beds. Room must be returned to original condition by specified date.

18. Any student residing in halls is required to participate in a University Dining Service Baseline Plan. Baseline dining funds are in the student Baseline account and can be used only for food purchases on-campus. Baseline Plan fixed cost charges cover overhead expenses and are not available to student for on-campus purchases. Charges for cafeteria meals cover food cost only. Student must maintain funds in the Baseline account to receive cafeteria discounted price. Baseline account funds carry forward each semester and can be added to at any time. Baseline food purchases are not subject to Wisconsin sales tax.

19. Dining halls offering cafeteria meals will open in the fall when residence halls open and in the spring one day prior to the start of classes. Service of cafeteria meals are provided during fall and spring semester on all days through exam week except: Thanksgiving break, semester break, WinTerM, and spring break.

20. Student who displays disruptive or dangerous behavior creates excessive noise and/or interferes with other students' rights to study or sleep is subject to disciplinary action including dismissal from the residence halls. Student may be required to remove from his/her room stereos, musical instruments or other equipment that causes disruptive noise.

21. Residence Hall Weight Room use is voluntary. I do hereby agree to indemnify, defend and save harmless the Board of Regents, the University, its officers, employees and agents from and against all loss or expense by reason of liability imposed by law upon them for damages because of bodily injury including death at any time, resulting therefrom, sustained by any person(s) or on account of damages to property, including loss of use thereof, whether caused by or contributing by the Board of Regents or the University or their agents.

My signature below affirms that I received the enclosed information on Meningococcal Disease & Hepatitis B vaccination information:

Received Meningococcal Vaccine: Yes No Date of vaccination month ____/year ____ Date unknown

Received Hepatitis B Vaccine (3 shots series required): Completed Series Incomplete Series No Vaccinations

Dates of doses: Dose #1 month ____/year ____ Dose #2 month ____/year ____ Dose #3 month ____/year ____ Dates unknown

I have read, understood and accept the terms and conditions as outlined on both sides of this contract. Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Associate Director of University Housing. I hereby agree to pay UW-Stout the residence hall and dining service charges. I further understand that residence hall and dining service charges are subject to change without notice. I understand that my parent or guardian may be contacted, regardless of my age, in case of emergency or due to certain disciplinary situations. The undersigned does hereby agree to hold harmless and indemnify the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-Stout, their officers, agents and employees, from any and all liability, loss, damages, costs, or expenses which are sustained, incurred, or required arising out of the actions of the undersigned in the course of participating in residence hall and dining service programs.

STUDENT SIGNATURE _____ Date _____
(Any student under 18 years of age must also have this contract signed by a co-signer parent, guardian, or individual financially responsible)

CO-SIGNER SIGNATURE _____ Date _____