

# UW-PLATEVILLE RESIDENCE HALL RENTAL CONTRACT 2016–17

## 1. CONTRACT INTRODUCTION

This document and those referred to within it constitute the University of Wisconsin-Platteville Residence Hall Room Rental Contract for the 2016–17 academic school year. The housing services described in this contract are being offered to you under the terms and conditions stated herein. Your acceptance of terms on the Residence Life e-contract means that you have read, understand, and agree to all of the terms and conditions of the e-contract. This e-contract will become legally binding on both parties when the Department of Residence Life receives your accepted contract online (providing that space is available within the residence halls) with or without the \$150 rental prepayment. If a student returns in the spring, a \$150 residence hall credit will appear in the January billing statement. If the student does not return for the spring semester, the \$150 is forfeited.

## 2. ELIGIBILITY

You must be enrolled as a student at UW-Platteville or be determined to be eligible by the director of the Department of Residence Life or an appointed designee. Eligibility also may be extended to students of other than university education programs through Regent approval. In compliance with relevant federal and state civil rights legislation, the university does not discriminate on the basis of age, race, creed, color, disability, sex, sexual orientation, developmental disability, national origin, ancestry, marital status, arrest record, or conviction record.

## 3. DISABILITY

The Department of Residence Life must receive the medical accommodations form available online at [www.uwplatt.edu/residence-life/room-reservations](http://www.uwplatt.edu/residence-life/room-reservations) if you have a disability and desire accommodations. Please mail it to:

Department of Residence Life  
1 University Plaza, Platteville WI 53818-3044  
Call 608.342.1845, or email [reslife@uwplatt.edu](mailto:reslife@uwplatt.edu).

## 4. LENGTH OF CONTRACT

A. Academic Year – This contract begins on Saturday, Sept. 3, 2016 for new students and Sunday, Sept. 4, 2016 for continuing students. The academic year officially ends on May 19, 2017, and the residence halls close on May 20, 2017. This academic year contract is from the time of arrival (even if after the beginning of the contract date) through the second semester and cannot be terminated or canceled except under the conditions cited in the CANCELLATION and TERMINATION sections of this contract.

Students admitted in the spring – This contract is for the period from Jan. 19, 2017 to May 19, 2017 or from the time of arrival through May 19, 2017 and cannot be terminated or canceled except under the conditions cited in the CANCELLATION and TERMINATION sections of this contract.

B. Current residents who attend the Winterim session may reside in their own room with an additional room rental payment. Students returning to Cooper Living Learning Center, Bridgeway Commons, Rountree Commons, or Southwest Hall for the spring semester may stay during the Winterim break and the Winterim session at no additional cost.

## 5. UNIVERSITY AGREES

The university agrees to furnish housing to you under the terms and conditions herein stated and as described in the information materials which are by reference made a part of this contract. Those information materials include fee schedule, *Residence Hall Handbook*, and *Student Handbook*.

## 6. RESIDENT AGREES

You agree to make payment of all fees specified in the payment section of the contract, to observe all rules and regulations of UW-Platteville and University Residence Halls which are by reference a part of this contract, and to honor the terms and conditions stated in this contract.

## 7. RATES

Room rental rates are tiered based on the amenities selected by the student. Prices are adjusted according to the amenities provided in the room preference students select.

The traditional tier of amenities include a double occupancy room, community bathrooms, kitchens and living areas, laundry facilities, front desk services, and a staff member on the wing to foster inclusive community development. Additional amenities include but are not limited to renewed room details, air conditioning, keyless entry, semi-private bathrooms, kitchenettes, and living space. The UW System Board of Regents must review and approve a room rental rate before it is

official. Rates are determined and approved in July by the Board of Regents. The university reserves the right to adjust contract rates, and you agree to pay the rates and prices as adjusted.

### **8. PAYMENT**

Payment will be made in accordance with the university business office payment schedule as described to you in the initial university billing information that will be emailed with the first billing statement. Rountree Commons is co-managed by the Real Estate Foundation. The housing bill for residents of Rountree Commons is separate from the university bill. Students will need to pay special attention to managing their financial aid, if applicable, to cover the separate housing bill. Failure to satisfy the financial obligations accrued under this contract may result in the following: denial of issuance of grade transcript; denial of enrollment, or removal or suspension from the residence halls, all of which would be pursuant to university rules and regulations governing the imposition of these sanctions.

### **9. MEAL PROGRAM**

Freshman and sophomore students living in the residence halls are required to purchase one of the meal plans offered. Junior and senior students are not required to participate, but may do so. University Dining Services will provide meal plan applications via an online process.

### **10. ASSIGNMENT POLICY**

A. At the time of initial assignment, a reasonable attempt will be made to assign you to the residential and community preferences you selected on your online rental contract. Failure to honor your preferences will not void this contract. The university reserves the right to change room or hall assignments, to assign roommates or consolidate vacancies within any hall.

B. The consolidation process is described in the *Residence Hall Handbook*.

C. Single room requests will be honored only if accommodations permit and requirements are met. Single rooms are rarely available in the fall semester or to new residents. Medically based single room requests are considered upon documentation provided by a health care provider. Single suite options are not available in Cooper Living Learning Center, Southwest Hall, Bridgeway Commons, or Rountree Commons.

### **11. EXPANDED HOUSING**

If you are assigned to a space designated as expanded housing, you will be given a permanent assignment as soon as space permits. The move to a permanent assignment may or may not require you to move to a

different residence hall. Expanded housing accommodates two to four persons per location. See the residence hall application materials for additional information regarding expanded housing.

### **12. TRANSFER OF OCCUPANCY BETWEEN TIERS**

After you have been assigned a room, you may change residence halls or room assignments only with prior written authorization of the residence hall director(s) involved. Completion of a room change form is required. Room changes cannot be implemented until after the first week of classes of any semester. Students living in the traditional hall tier will be able to transfer to the suite halls. Students assigned to Cooper Living Learning Center, Bridgeway Commons, Rountree Commons, or Southwest Hall may not transfer to the traditional halls.

### **13. PREPAYMENT/E-CONTRACT FEE**

The \$150 rental prepayment submitted with this signed contract will be credited in the spring semester unless it becomes necessary to withhold this credit to cover other obligations incurred by you under the terms of this contract. Also see items 14 and 18.

### **14. CANCELLATION**

A person may cancel an e-contract and receive a \$100 refund of their \$150 prepayment if notified by May 1 (fall) or Dec. 1 (spring) if no longer attending UW-Platteville. Written notification must be received at the Department of Residence Life by May 1 (for full year contracts) or Dec. 1 (for students admitted for the spring semester).

Students who withdraw from UW-Platteville after these dates will forfeit the entire \$150. No student may cancel once the contract is submitted (with or without the \$150 prepayment) unless you are no longer attending UW-Platteville. Contact the Department of Residence Life with questions concerning release information.

### **15. TERMINATION**

If a student becomes ineligible to hold this contract due to loss of student status, termination of this contract is mandatory for both parties.

### **16. APPLICATION FOR TERMINATION**

In the following situations a student is eligible to apply through the Department of Residence Life to the director or a designee for a contract termination:

A. Assignment to a university sponsored internship, co-op, student exchange, military service, or student teaching program: If a student is a participant in a university-sponsored internship, exchange (excluding the Minnesota-Wisconsin Reciprocity Agreement), or other academic programs which require living away

from Platteville, the contract will be terminated for the semester the student is away, and will be enforced for the remaining semester.

B. Medical or Health Problems: If a student has a severe medical or health problem which is directly related to residence hall living, the student may petition to be released from the contract, if this need cannot be accommodated in a different residence hall. The resident must present documentation, including the medical accommodations form from their health care provider(s) (form provided on website) that describes the severity of the health problem and the rationale for the request. Student Health Services will be consulted regarding these requests. The Department of Residence Life will provide a written response indicating whether the request is authorized or denied.

Release from a meal plan does not automatically release the student from a room rental contract.

C. All students submitting a residence hall rental contract will be obligated to live in the residence halls for the entire year. They are not eligible to be released from the contract at mid-year or any time during the year.

### **17. TERMINATION BY THE UNIVERSITY**

The university may terminate this contract under the conditions stated in the following circumstances:

A. Exigency. The university may terminate or temporarily suspend performance of any part of this contract without notice in the event an exigency would make continued operation for the Department of Residence Life non feasible.

B. Violation of Rules and Regulations. Violation of residence hall rules and regulations may be grounds for university disciplinary action.

C. Students may be removed or suspended from the residence halls for failure to comply with residence hall regulations or if their actions are found to be detrimental to the welfare of other students. Students removed or suspended from housing may be prohibited further access and/or visitation in housing facilities.

D. Failure to Comply with Contract. If the student fails to comply with any portion of this contract, the university may terminate this contract using appropriate notice (see item 31).

### **18. REFUND AND FORFEITURE POLICIES**

A. A student not fulfilling the length of the e-contract will forfeit the \$150 rental prepayment under the following circumstances:

1. Voluntary withdrawal from UW-Platteville

2. Department of Residence Life or university disciplinary action including suspension from the residence halls

B. A student not fulfilling the length of the rental contract will forfeit \$50 of the rental prepayment under the following circumstances:

1. Denial of admission or academic dismissal
2. Graduation from UW-Platteville
3. Military service

C. A student assessed room damages, wing fines, improper check-out fee, cost of room item(s) replacement, excessive room cleaning charges, or missing key(s) will forfeit any refundable portion of the rental prepayment as a credit against any charges. Charges in excess of the refundable portion of the rental prepayment will be billed separately.

D. A student who withdraws from enrollment at UW-Platteville during the term of the rental contract receives a prorated refund of room rental charges, provided that the student has properly withdrawn from UW-Platteville and properly checked out of their assigned space. The refund begins on the Saturday following the check-out from the room. Single room charges and refunds are calculated in a different manner and are specified in the written contract for single rooms. The rental prepayment is processed as detailed in paragraphs A, B, and C.

E. Refunds will not be granted for temporary suspension of housing services that result from an exigency.

### **19. CONTRACT ASSIGNMENT**

The contract cannot be reassigned to another person. Students may not sublet any part of the residence hall premises.

### **20. LIABILITY**

The University of Wisconsin-Platteville and Department of Residence Life are not liable for property belonging to students which may be lost, stolen, or damaged in any manner wherever that may occur on the premises (including storage facilities). Residents assume total liability for any injury, damage, property loss, or expense resulting from modifications to the room completed by the residents. Personnel of the university may order the immediate removal of room modifications found hazardous to personal safety or that pose a fire hazard. Platform construction and constructed lofts are prohibited within student rooms. Decisions regarding safety or fire hazard are made exclusively by housing personnel.

### **21. DAMAGES AND COSTS**

The student agrees to pay for any damages, lost property, or unnecessary service costs caused by

him/her to university residence halls because of the student's neglect or intent.

The student will be billed for damage to the building and for damaged or missing furniture or equipment. Where two or more students occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the university after having given the students an opportunity to explain the damage or loss, the cost of damage or loss will be divided and assessed equally between the residents of the room. In the case of loss or damage or unnecessary service costs to common areas of the building, defined as being those areas not assigned to an individual, the cost or repair and/or replacement may be assessed each resident of the wing or hall on a prorated basis.

## **22. VACATION PERIODS**

The student may not occupy his/her hall room during winter and spring break unless the room is designated as break housing. Students returning to Cooper Living Learning Center, Southwest Hall, Rountree Commons, and Bridgeway Commons may stay at no additional cost. Occupancy is permitted during fall break, Thanksgiving break, and April break unless it occurs during spring break.

## **23. VACATING**

- A. If this contract is terminated for reasons outlined in 17B or 18, the student will vacate the residence halls within 24 hours after the termination of this contract.
- B. The final first semester day a resident may occupy their room is Dec. 23, 2016, or one day beyond their own last final exam, whichever occurs first.
- C. The final day a resident with a spring semester or academic year contract may occupy their room is May 19, 2017, or one day beyond their own last final exam of the semester, whichever occurs first.

## **24. CHECK IN AND CHECK OUT**

Upon moving into the residence hall, each student will complete, sign, and submit a room inventory sheet to his/her resident assistant which will be an accurate and complete inventory of the assigned room and the condition of its contents. This inventory will serve as the basis for check-out charges, if assessed. The student agrees to follow the proper check-out procedures when vacating the premises. The procedures include removing waste and debris; leaving the room in an acceptable, clean condition; properly completing the residence hall withdrawal form; and returning keys. An improper check-out fee will be assessed to any resident not following these procedures. Any student withdrawing from the university must check out in accordance with the procedures through the Registrar's office.

## **25. GUESTS**

Residents are responsible for conduct of their guests. Guests may be housed overnight based on the provisions of the Overnight Guest Policy available in the *Residence Hall Handbook*.

## **26. SAFETY AND SECURITY**

For the safety and security of all, students are required to comply with the safety and security procedures in university housing buildings and may not tamper with locked doors or admit unauthorized people to buildings. Persons placing false fire alarms, interfering with fire/heat/or smoke detector alarm systems, interfering with firefighters, tampering with, or removing firefighting or fire safety equipment (including room smoke detector) are subject to prosecution under Wisconsin Statutes and to disciplinary action by the university.

## **27. ROOM ENTRY**

Authorized personnel may enter a student's room for reasons of health, safety, general welfare, or to make necessary repairs to rooms and room equipment. Insofar as possible, advance notification will be given. No room will be searched except by appropriate legal agencies with a warrant or with the student's permission, or under procedures outlined below. Residence hall rooms occupied by students will not be entered or searched by university personnel without the permission of the student unless a search warrant has been obtained. However, in case of emergency circumstances, authority to enter or search without a warrant may be granted in written form by the chancellor or a designee. This action will only be taken when circumstances warrant immediate intervention as a means of protecting the safety and welfare of persons or property. The university as landlord retains the right to enter student rooms for maintenance purposes. Maintenance requests by students shall be considered permission to enter. In such cases, no notification of entry will be given. For purposes of a health and sanitation inspection, 24 hours advance written notification will be given to students. Residence hall students should also be aware that housing staff members may occasionally have to enter student rooms on matters relating to the comfort of fellow hall residents; for example, to turn off an alarm clock, shut a window, etc. In cases of this sort, at least one resident shall accompany the housing staff member whenever possible.

## **28. APPLIANCES**



Use of microwave ovens, coffee makers, and corn poppers is permitted in student rooms but electrical appliances such as irons, toasters, frying pans, sandwich grills, and waffle irons are prohibited from use in other than authorized areas because of electrical load limitations and fire safety. Ceiling fans and resident-provided air conditioners are prohibited. Halogen lights of any type are prohibited in student rooms. Only refrigerators supplied or approved by the Department of Residence Life are permitted. A student may bring their own unit that must be less than 5 cubic feet, but will be charged an electrical user surcharge. Each student room is equipped with one 4.0 cubic foot refrigerator. The Department of Residence Life reserves the right to remove unauthorized or dangerous electrical appliances.

### **29. ROOM CARE**

Students are responsible for cleaning their own room, for removing waste materials regularly, and for maintaining the sanitation and safety conditions acceptable to the Department of Residence Life. Students are expected to recycle materials as stated in recycling policies. Furniture may be moved only in accordance with the policies as written in the *Residence Hall Handbook*. University supplied furnishings (except for headboard and footboard) may not be removed from the room. Furniture must be left in rooms and common areas to which it has been allocated.

### **30. RULES AND REGULATIONS**

A. The following are requirements of state law for university regulations, or have been designed to maintain an appropriate physical and social environment for the mutual benefit of all residents:

1. Overnight guests are permitted only if properly registered in accordance with published policies printed in the *Residence Hall Handbook*.
2. Visitation is permitted between members of the opposite sex in accordance with UW-Platteville visitation policy printed in the *Residence Hall Handbook*.
3. Pets are prohibited from university residence halls (fish excluded).
4. Residents should exercise good sense and consideration of others at all times. Audio-visual equipment must be played with discretion at all hours in order to not disturb others. Playing of speakers out of the window is not permitted. Residents responsible for excess noise and/or disruptive behavior may be subject to disciplinary action. Residents may be required to remove audio-visual equipment from their rooms.

5. Alcohol beverages may be possessed and consumed by persons of legal age in individual student's rooms, in accordance with the policy printed in the *Residence Hall Handbook*.

B. The following are not permitted:

1. Tampering with locks or card swipe devices in student rooms or on university property and other areas, altering or duplication of university keys, installation of radio or TV antennas or satellites, parking bicycles or motor vehicles in unauthorized areas, and the dropping of objects from windows
2. Any commercial activities (including solicitation or advertising in the buildings or on the grounds of the university residence halls) not authorized by established policy
3. Gambling (a violation of Wisconsin state statutes)
4. The possession or use of any material which may endanger student welfare (e.g., weapons of any kind, including but not limited to firearms, sling shots, paintball guns, ammunition, knives, bows and arrows, firecrackers, explosives, etc.); this includes objects that resemble or are portrayed as weapons
5. Possession, use, or sale of narcotics or illegal drugs
6. Any tampering with or misuse of fire alarm systems and firefighting equipment or the setting of fires
7. Any tampering with or misuse of room, stairwell or hallway smoke/ heat detection equipment
8. Any tampering with or misuse of computing technology (hardware, software, printers, etc.) provided for general access by students.

Violators of the above guidelines subject themselves to serious disciplinary action from the university and/or the penalties of the Wisconsin state statutes. Change in its rules and regulations may be made by the university during the terms of the contract. Such changes will be published by placing notices on the wing bulletin boards of all residence halls one week before the changes become effective, unless the health or safety of persons using the facilities may be adversely affected by the delay; then, implementation will be immediate.

### **31. DISCIPLINARY ACTION**

If a student is involved in disciplinary action for violation of the rules and regulations which could cause dismissal from university housing, the following procedures apply:

- A. A written notice of the charges
- B. Sufficient time to prepare response to the charges
- C. A hearing
- D. An opportunity for appeal

### **32. PHOTOGRAPH RELEASE**

Resident gives permission to the University of Wisconsin-Platteville, to use, without liability or remuneration, any photograph or photographic image taken of or supplied by Resident while participating in university sponsored events, or while Resident is in the common areas, public spaces, grounds, buildings, or offices of university facilities. The use of Resident's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.

### **33. CONTRACT CHANGES**

Changes may be made in the terms and conditions of this contract only with written permission of the director of the Department Residence Life or a designee.