

RESIDENCE LIFE HOUSING CONTRACT

This contract, the regulations, policies and procedures summarized within the Housing Handbook, the Contract Acceptance Form and Rate Schedule constitute the University of Wisconsin-Green Bay residence life service contract for single student housing. The services described in this agreement are offered under the terms and conditions stated in this document.

To indicate acceptance of this offer of University residence services, complete and sign the attached Contract Acceptance Form and return it with the advance deposit amount to the Office of Residence Life, University of Wisconsin-Green Bay, 2420 Nicolet Drive, Green Bay WI 54311-7001, on or before the date indicated on the Contract Acceptance Form. Your signature means you have read, understand, and agree to all of the terms and conditions of the contract. The act of paying the advance deposit also shall secure the contract and will serve as indication you have read and agree to abide by the terms of the Residence Life Contract.

This document will become legally binding on both parties when your signed Contract Acceptance Form and advance deposit are received and accepted by the University of Wisconsin-Green Bay Residence Life Office on or before the due date or after the due date if an extension is granted by the Residence Life Office.

1. ELIGIBILITY: Generally, you must be an enrolled student taking at least a half-time academic load of on-campus courses at the University of Wisconsin-Green Bay or be determined to be otherwise eligible by the Residence Life Director. Eligibility may be extended to students of other than University education programs through Regent approval. Preference will be given to full time students. The Residence Life Office reserves the right to terminate your contract if you are registered for, or your credit load is reduced to, six credits or less unless continued residency is determined warranted by the Residence Life Director.

2. CONTRACT TERMS: This contract is for the full academic year or summer session as indicated on the Contract Acceptance Form and cannot be terminated or cancelled except under the conditions cited in Item 11, Termination of Contract. If entered into after the start of the academic year, this agreement applies only to the balance of the current academic year.

3. UNIVERSITY AGREES: The University Residence Life Office, hereinafter called "the Residence Life Office," an agent of the University of Wisconsin-Green Bay, agrees to furnish you housing under the terms and conditions stated herein and described in the informational materials accompanying this document, which are by reference made a part of this agreement.

4. RESIDENT AGREES: You agree to make payments of all housing fees specified in Payment section of this agreement, to observe all rules and regulations of the University of Wisconsin-Green Bay and the Residence Life Office that are by reference a part of this contract, and to honor the terms and conditions stated in this contract. University regulations are presented in the New Student Handbook, in the University of Wisconsin-Green Bay Housing Handbook, on the Residence Life Website: <http://www.uwgb.edu/housing/>, and on the Dean of Students Website: <http://www.uwgb.edu/deanofstudents/>.

5. RATES: The Residence Life Office reserves the right to adjust contract rates during the term of this contract and you agree to pay the rates as adjusted. Adjustment in rates will not be greater than \$100 for the academic year.

6. PAYMENT: Payment will be made in accordance with the Rate Schedule.

7. INDEBTEDNESS: Failure to satisfy the financial obligations accrued under this agreement may result in the denial of issuance or transfer of grade transcripts and/or enrollment; denial of reassignment; and/or eviction, pursuant to University rules and regulations governing the imposition of these sanctions.

8. ASSIGNMENT POLICY: The Residence Life Office will not discriminate in assignment to University residences on the basis of race, color, religion, disability, national origin or ancestry. The Residence Life Office will assign students admitted to the University to rooms based on their date of application for housing. Failure to honor assignment preferences will not void the contract. The Residence Life Office reserves the right to change apartment, room or building assignments, to assign roommates, or to consolidate vacancies by requiring residents to move from single occupancy of double rooms to double occupancy. The Residence Life Office also reserves the right to consolidate students together in temporary housing accommodations in the event of unforeseen emergency.

9. APARTMENT OR ROOM CHANGES: Changes are generally not permitted during the academic year. However, in unusual cases you may change apartments or rooms only at designated times during the semester with prior written authorization from the Residence Life Office. Unauthorized changes or failure to move out of an accommodation at the designated time may result in a \$50.00 service charge to you, being required to move back to your authorized assignment and/or disciplinary action.

10. DEPOSIT: An advance deposit of \$225 must be submitted with the signed Contract Acceptance Form. \$25 of the advance deposit will be retained by the Residence Life Office as a contract processing fee. The remaining \$200 of the advance deposit will be transferred from one contract period to the next upon reapplication, or returned after final checkout unless it becomes necessary to withhold the advance deposit to cover other obligations incurred by you or arising under the terms of this Agreement.

11. TERMINATION OF CONTRACT: This contract is not cancelable except as provided in this section. Financial penalties associated with cancellations are specified in Item 12, Refund and Forfeiture Policies of this Agreement.

A. Mandatory Termination. Termination of this contract is mandatory if you lose eligibility as defined under Item 1, Eligibility.

B. Requested Termination. You may apply to the Residence Life Office for release from your contractual obligation, however the Residence Life Office retains the right to grant or deny any release. A request for contract release must be in writing to the Residence Life Director.

C. Termination by the University. The Residence Life Office may terminate the agreement under the following circumstances:

(1) Exigency. The Residence Life Office may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency making continued operation or student housing not feasible or when the Residence Life Office believes a resident of a temporary assignment cannot be placed within a reasonable time period.

(2) Violation of Rules and Regulations. The Residence Life Office may terminate this agreement if you are found to have violated rules or regulations listed or referred to in this agreement and/or the Housing Handbook or in the New Student Handbook. Disciplinary dismissal from the University or University Housing will subject you to forfeiture. If your contract is terminated for disciplinary reasons any time during the academic year, you may not return to University residences the following academic year.

(3) Failure to Comply with Contract. If you fail to comply with any portion of this agreement or a prior contract you held with the Residence Life Office, the Residence Life Office may terminate this contract with appropriate notice. The Residence Life Office may also terminate this contract if you have unpaid charges from a previous agreement with the Residence Life Office.

(4) You may lose your employment with the Residence Life Office if your housing contract is terminated.

12. REFUND AND FORFEITURE POLICIES: Students leaving the University and the University residences without being granted a "contract termination" by the Residence Life Office are responsible for the full cost of the original contract.

A. A contract termination granted after the start of the contract date for any of the following documented reasons subjects you to forfeiture of your advance deposit as a Contract Termination Fee: a waiting list situation permits a release; withdrawal from the University; being dropped from the University at the end of the first semester or summer sessions; transfer to another college or university; or, serious financial problems which may prevent you from attending the University of Wisconsin-Green Bay.

B. A contract termination granted for any of the following reasons will subject you to no forfeiture: denial of admission to the University; being dropped from the University at the end of the academic year; assignment to, or participation in, a University-sponsored internship, research, or exchange program which requires living away from Brown County; serious illness or injury to yourself or a member of your immediate family or death in your immediate family which prevents attendance at the University of Wisconsin-Green Bay; or, armed forces conscription.

C. Students granted a contract termination after the start of the contract will be refunded any unused housing payments on a prorated basis according to the Rate Schedule provided. Appropriate checkout procedures must be observed in accordance with Item 18, Check-In and Check-out of this Agreement. No refunds will be made for departures during the last four weeks of the first or second semester.

D. A contract termination because of administrative dismissal or disciplinary dismissal from the University and/or University residence may subject you to forfeiture of your advance deposit as a Contract Termination Fee. These charges may be in addition to items F and H in this section.

E. A portion or all of any contract payment may be forfeited as full or partial payment to cover unpaid charges from present or previous Residence Life agreements or the cost of repairs, replacement, or labor caused as a result of damage by you.

F. If new on-campus students cancel a residence life contract after May 1, they forfeit the entire advance deposit amount. Returning on-campus students will forfeit their entire advance deposit upon cancellation.

G. The advance deposit will be transferred from one contract period to the next upon reapplication, and will be returned approximately six weeks after formal non-returning check-out procedures. If returning students cancel Residence Life contracts after reapplication, they forfeit the entire advance deposit amount.

H. You may be assessed damage and/or cleaning fees based on the condition of your apartment/room at any point during the contract period and upon checkout.

13. CONTRACT ASSIGNMENTS: This contract cannot be assigned by you to any other person. You may not sublet any part of the premises. You may not allow another person to reside in your room/apartment who is not contracted with the Residence Life Office to do so.

14. LIABILITY: The Board of Regents of the University of Wisconsin, its officers, employees, and agents and the UW-Green Bay Residence Life Office are not liable for property belonging to you which may be lost, stolen, or damaged in any way anywhere on the premises, including storage facilities, unless caused by negligence of a University employee. You agree to hold harmless the University, the Residence Life Office, its officers, employees and agents and to indemnify them for, any claims for damages sustained by you or others in your room as a result of acts or omissions relating to any changes or modifications made by you to your room or furnishings such as the construction of lofts, bunk beds, bookshelves, partitions or other structures. This makes you financially responsible to the University, in the event a person who is injured by a hazard constructed by you claims that the University is liable for damages. You cannot modify the basic apartment/room or furniture structure at any time without prior permission from the Residence Life Director, except as described on the bunk/loft information pertaining to your specific building.

15. DAMAGES AND COSTS: You agree to pay for any damages to the building, including fire damage, and for damaged or missing furniture, lost University property, or service costs caused by you to University residences because of your actions, neglect or intent. You will be billed for damage to the furnishings, buildings, or other University property or equipment. Such charges must be paid within 15 days after billing. Where two or more residents occupy the same apartment or room and responsibility for damage or loss in the room cannot be ascertained by the Residence Life Office after giving you an opportunity to explain the damage or loss, the cost of damage or loss may be divided and assessed equally between or among the residents of the apartment or room. Damage and theft to common areas of a building may be divided among all residents of that building or portion of the building. Advance deposits will be used by the University and applied to any outstanding accounts.

16. VACATION PERIODS: You may occupy your apartment/room during winter, spring, and other recess periods. Students assigned to apartment style accommodations and to rooms in Roy Downham residence hall may reside on campus during semester break. All other living units (residence halls) are closed during semester break. Services provided by the staff may be at a reduced level during recess periods.

17. VACATING: You will vacate the premises within the time frame indicated in your assignment letter. Special consideration may be given to graduating seniors if there is a conflict with the date of commencement. The Residence Life Director or his/her designee can only make other special exceptions.

18. CHECK-IN AND CHECK-OUT: Upon moving into your room/apartment, you must check-in and complete a Room/Apartment Condition Inventory, which will be an accurate and

complete record of the contents and condition of the assigned room. When vacating your room/apartment, you must check-out and report any changes in your Room/Apartment Condition Inventory, which will serve as the basis for charges or refunds if appropriate. You agree to follow the proper check-out procedures when vacating the premises, which include removing waste and debris and leaving the room in an acceptable, clean condition. Failure to officially check-in, complete a Room/Apartment Condition Inventory, check-out, and/or report changes in your Room/Apartment Condition Inventory, will result in a \$50 assessment. Should extra cleaning by Residence Life personnel be required because of poor housekeeping by you, a service charge will be made.

19. ROOM ENTRY: University officials may enter your room for serious life or health-threatening emergencies at any time including over break periods. Authorized personnel may enter your room to perform requested, preventative, prescheduled or emergency maintenance, or, in the absence of occupants of the room, to silence a disruptive noise. When possible, advance notice of room entry will be given. Residence Life employees are required to report any violations of the terms of this agreement they may observe when in your room. Rooms may be searched by appropriate legal agencies with a warrant or with your permission. Room inspections will be limited to those times when you have given your permission or when staff have reasonable evidence to believe a search is necessary to resolve a serious life or health threatening situation. Property may be seized and removed from your room when it constitutes an imminent danger or when it is University-owned property.

20. RULES AND REGULATIONS:

A. Safety and Security: For the safety and security of all residents, you are required to comply with safety and security procedures in University residences. Specifically, you may not block open or tamper with locked doors, give your door combination or access card out to other persons, or admit unauthorized people into buildings. Failure to comply with this requirement will result in a \$50 assessment. In addition, disciplinary action may be taken for repeated violations. You also have the option at any time to request a combination change for a \$50 fee.

B. Room Decoration and Care: You are responsible for regularly cleaning your own apartment/room, removing waste materials regularly, properly disposing of recyclables, and for maintaining sanitation and safety conditions acceptable to the Residence Life Office. Room arrangements and decorations which violate State Fire Code and/or pose a potential danger to yourself and others will not be permitted. Furnishings attached to the floor or walls may be removed only with prior permission from the Residence Life Office. Furniture or equipment must not be removed from the apartment/room to which it has been allocated. Failure to comply with this provision will result in charges to you.

C. Bed Bunking and Lofting: The construction of non-University lofts/bunks is not permitted. Altercations to University bed-setups may be made by submitting a bunk/loft request to the Residence Life Office, or in areas where they can do it on their own by obtaining and following instructions provided by the Residence Life Office (see bed bunking and lofting guidelines located on the Residence Life website). Residents must read and understand the terms of such instructions before attempting to modify room arrangements. Residents agree to hold harmless the Board of Regents, University Village Housing Inc., the University and their officers, employees and agents and to indemnify from any claims for damages sustained as a result of student acts or omissions relating to any modifications made by the student to the room or the furnishings such as the construction of loft beds or bunks.

D. Guest and Visitors: You are responsible for the conduct of your guests and visitors including fellow residents and students. You may be subject to disciplinary action for their misconduct, and you may be liable for any damages caused by them. Guests of the same gender as their host or hostess may be housed overnight under the written policy expressed in the Housing Handbook. See Regulations section. Overnight guests are permitted to stay a maximum of 72 hours, must be registered with the Office of Residence Life, and may be subject to roommate approval.

E. Substance Use: All state laws and published University Housing and University policies pertaining to alcohol use will apply. All residents in the possession of alcohol should have age bearing and picture identification at all times. The possession of marijuana and other drugs is prohibited. Smoking is not permitted anywhere in the University residences including student rooms and public areas such as lounges, hallways and bathrooms.

F. Use of Information Technology: You are required to comply with University and University Housing Guidelines for acceptable and fair use of University and Residence Life computing and information technology resources. You may not tamper with, alter or otherwise change parts of the data, voice or video network. Because of the limitations of the network, you are not to operate services that make high demands upon the available shared bandwidth. If your bandwidth negatively impacts others, you will be expected to modify your content and/or cease service.

G. Community Atmosphere: Disruptive, dangerous, excessively noisy behavior, or behavior which intimidates, harasses or hazes other people or interferes with the quiet enjoyment of the premises by residents is prohibited. Residents who engage in the behaviors listed below will be subject to serious disciplinary action on a first offense, including immediate temporary suspension and restriction from campus residences, permanent dismissal and restriction from campus residences, or suspension or expulsion from the University. University Police will be notified in most instances and civil and criminal charges may be made in addition to University disciplinary action.

(1) Possessing and/or hosting a party in which a keg, barrel or common source of alcohol is present.

(2) Possessing, using and/or intending to deliver marijuana, narcotics or dangerous drugs.

(3) Possessing and/or using firearms or any other item designed for the purpose of being used as a weapon, including stun guns, knives, swords, numb checks, and bows and arrows.

(4) Inappropriate use of pepper spray/mace.

(5) Possessing and/or using fireworks or explosives. Violations of this rule include, but are not limited to, discharging or in any way attempting to discharge types of manufactured or homemade fireworks or explosives in, out of, or adjacent to a residence.

(6) Persons placing false fire alarms, interfering with a fire alarm system, fire suppression system, interfering with firefighters, or tampering with or removing firefighting equipment, are subject to prosecution under Wisconsin Statutes and disciplinary action by the Residence Life Office or the University.

(7) Setting fires.

(8) Interfering with the security system, tampering with door locks, tampering with elevators, altering or duplicating University keys. Violations of this rule include, but are not limited to, jamming/tying doors shut; taping open door locks; duplicating and/or giving your key or access card to others; tampering with elevator control panels; forcing doors open or preventing them from opening.

(9) Causing significant damage to residential facilities.

(10) Hacking or attempting to disrupt computer networks at the University or University residences.

(11) Throwing or dropping objects out of windows, or climbing in and out of windows.

(12) Theft from roommate or community property.

(13) Assault/battery against another individual. Violations of this rule include but are not limited to, threatening another person with physical harm verbally or physically, or touching another person with or without a weapon, in a manner that is aggressive and threatening.

(14) Interfering with a staff member engaged in the performance of his/her duties. Interference includes, but is not limited to, verbal abuse, physical intimidation or use of physical force, and the display of demeaning or humiliating visual materials.

(15) Any other conduct threatening the physical health or safety of self or others.

21. DISCIPLINARY ACTION: If you are involved in disciplinary action for a violation of the rules and regulations that could cause a room change or dismissal from the University residences, you will be accorded the following: a) a written notice of the charges against you; b) sufficient time to prepare a response to the charges; c) a timely hearing; and, d) an opportunity to appeal to a higher administrative authority.

22. PERSONAL PROPERTY: The Residence Life Office shall, without liability, have the right to dispose of any personal property left on the premises 60 days after the end of this contract. During such 60-day period, the University of Wisconsin Board of Regents, UW-Green Bay, the Office of Residence Life and its officers, employees and agents will not be responsible for damage or theft of the property.

23. CONTRACT CHANGES: Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of the Residence Life Director.

24. FACILITY REPAIRS/IMPROVEMENTS: The Office of Residence Life reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy and non-occupancy periods.

25. STATE HEALTH STATUTE: Wisconsin colleges and universities are required to provide all enrolled students information on the risks associated with meningococcal disease and hepatitis B and the availability and effectiveness of vaccines against these diseases. Colleges and universities must ensure each student who resides in on-campus housing affirms that he/she has received the information and, if the student has been vaccinated against either disease, provides the date of the vaccination(s). To comply with this requirement, all students living on the UWGB campus are provided information about these diseases with their Housing Contract. Students

living on campus affirm their receipt of this information when signing their Housing Contract. All students who have been vaccinated must also submit the Vaccination Form provided with their Housing Contract.

The Office of Residence Life, during the term of this contract, may make changes in the rules and regulations by placing notices on residence bulletin boards one week before the changes become effective. If the health or safety of persons using the facilities may be adversely affected by the delay, implementation may be immediate.

If you are charged with violating terms of the University's housing contract and the regulations based upon it, you will be granted due process through the Office of Judicial Affairs, or in exceptional circumstances, through a housing contract disciplinary process. If you do not uphold the terms of the agreement outlined in this booklet, the Residence Life Office may terminate your housing contract in accordance with procedures stated in this document and UWS 17 (Non-Academic Misconduct Disciplinary Procedures). Additional information about the judicial process is available online at: http://www.uwgb.edu/deanofstudents/judicial_affairs.

Under terms of the housing contract, you are considered a contract licensee. Termination of your housing status due to breach of contract is not considered denial of your right to an education. Regulations in this Handbook are separate from and in addition to UWS 17 (Non-Academic Misconduct Disciplinary Procedures) and UWS 18 (Conduct on University Lands) and of civil and criminal codes. Some violations may result in actions under all of these stipulations.

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