

## **UW-Green Bay Housing & Residential Education Housing Contract**

Term: Academic Year 2022-23: September 3, 2022 to May 13, 2023

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

Online acceptance of the housing contract means that the resident has read, understands, and agrees to all of the terms and conditions of the contract. This contract will become legally binding on both parties at the time of contracting online and payment of the advance deposit by the due date established by the Office of Housing & Residential Education.

- 1. ELIGIBILITY:** Housing residents must be enrolled students taking courses at the University of Wisconsin-Green Bay or be determined to be otherwise eligible by the Housing and Residential Education Director. Eligibility may be extended to students of other University education programs through Regent approval. Preference will be given to fulltime students. The Housing & Residential Education Office reserves the right to terminate the contract if resident is registered for, or credit load is reduced to, six credits or less unless continued residency is determined warranted by the Housing & Residential Education Director or their designee. The six credit requirement does not apply during the summer term.
- 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 to the balance of the current academic year.
- 3. UNIVERSITY AGREES:** The University Housing & Residential Education Office, hereinafter called "the Housing Office," an agent of the University of Wisconsin-Green Bay, agrees to furnish 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:** Resident agrees 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 Housing Office that are by reference a part of this contract, and to honor the terms and conditions stated in this contract. Housing policies can be found on the [Housing Website](#), and University policies on the [Dean of Students Website](#).
- 5. RATES:** The Housing Office reserves the right to adjust contract [rates](#) during the term of this contract and resident agrees to pay the rates as adjusted. Rates may be adjusted annually as approved by the Board of Regents. Rates can be found on the housing web site.
- 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 Housing Office will not discriminate in assignment to University residences on the basis of race, color, religion, sex, sexual orientation, gender and/or gender identity or expression, disability, national origin or ancestry, or any other category

protected by law. Failure to honor assignment preferences will not void the contract. The Housing 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 Housing Office also reserves the right to consolidate students together in temporary housing accommodations in the event of unforeseen emergency.

9. **APARTMENT OR ROOM CHANGES:** Room changes are generally permitted at designated times during the contract period with prior written authorization from the Housing Office. Unauthorized changes or failure to move out of an accommodation at the designated time may result in a \$50.00 service charge, being required to move back to the authorized assignment and/or disciplinary action.
10. **CONTRACT PROCESSING FEE:** A non-refundable contract processing fee of \$50 must be paid when contracting.
11. **TERMINATION OF CONTRACT:** This contract is not cancellable except as provided in this section. Financial penalties associated with cancellations are specified in Item 12, Refund and Forfeiture Policies of this Agreement. **Residents are advised to not sign legally-binding lease agreements with off-campus landlords until officially released from an on-campus housing contract.**
  - A. **Mandatory Termination.** Termination of this contract is mandatory if resident loses eligibility as defined under Item 1, Eligibility.
  - B. **Requested Termination.** Resident may apply to the Housing Office for release from the contract, however the Housing Office retains the right to grant or deny any release. A request for contract release must be made by submitting an online request.
  - C. **Termination by the University.** The Housing Office may terminate the agreement under the following circumstances:
    - i. **Exigency.** The Housing 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 Housing Office believes a resident of a temporary assignment cannot be placed within a reasonable time period.
    - ii. **Violation of Rules and Regulations.** The Housing Office may terminate this agreement if the resident is found to have violated rules or regulations listed or referred to in this agreement. Disciplinary dismissal from the University or University housing will subject resident to forfeiture of the advance deposit. If the contract is terminated for disciplinary reasons any time during the academic year, resident may not return to University housing the following academic year.
    - iii. **Failure to Comply with Contract.** If the resident fails to comply with any portion of this agreement or a prior contract held with the Housing Office, the Housing Office may terminate this contract with appropriate notice. The Housing Office may also terminate this contract due to unpaid charges from a previous agreement with the Housing Office.
    - iv. **Termination of the contract may result in termination of Housing employment.**

**12. REFUND AND FORFEITURE POLICIES:** Students leaving University housing without being granted a "contract termination" by the Housing Office are responsible for the full cost of the contract.

- A. A contract termination granted after the start of the contract date, for any of the following documented reasons will result in forfeiture of the 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.
- B. A contract termination granted for any of the following reasons will not be subject to advance deposit 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 more than 30 miles from the UW-Green Bay campus (2420 Nicolet Drive); serious illness or injury to self or a member of immediate family or death in immediate family which prevents attendance at the University of Wisconsin-Green Bay; marriage; or armed forces conscription.
- C. A contract termination because of administrative dismissal or disciplinary dismissal from the University and/or University residence.
- D. 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 check-out procedures must be observed in accordance with Item 18, Check-in and Check-out. No refunds will be made for departures during the last four weeks of the first or second semester.
- 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 Housing agreements or the cost of repairs, replacement, or labor caused as a result of damage by resident.
- F. New incoming freshmen will forfeit the entire application fee if a contract is cancelled after May 1. All other students will forfeit the entire advance deposit amount upon contract cancellation regardless of the date, except for reasons identified in 12.B. above.
- G. Damage or cleaning fees may be assessed based on the condition of the room/apartment at any point during the contract period and upon check-out.

**13. CONTRACT ASSIGNMENTS:** This contract cannot be assigned by resident to any other person. The resident may not sublet any part of the premises and may not allow another person to reside in the room/apartment not assigned by the Housing Office.

**14. LIABILITY:** The Board of Regents of the University of Wisconsin, its officers, employees, and agents and the UW-Green Bay Housing Office are not liable for property 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. Resident cannot modify the basic room/apartment or furniture structure at any time without prior permission from the Housing Director, except as described on the bunk/loft information pertaining to the specific building. Resident agrees to hold harmless the University, the Housing Office, its officers, employees and agents and to indemnify them for, any claims for damages sustained by the resident or others in the room as a result of acts or omissions relating to any changes or modifications made by resident to the room/ apartment or furnishings such as the construction of lofts, bunk beds, bookshelves, partitions or other structures. In the event a person is injured by a hazard

constructed by the resident, the resident will be financially responsible to the University for any damage liability.

- 15. DAMAGES AND COSTS:** Resident agrees 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 resident to University housing because of resident actions, neglect or intent. Resident 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 Housing Office, after giving the resident 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 charges.
- 16. SEMESTER BREAK PERIODS AND SUMMER:** Resident may occupy the room/apartment during winter, spring, and other recess periods during the academic year at no additional charge to the academic year housing contract. Resident may also contract to live on campus during the summer period, for an additional contract fee, regardless of enrollment in summer courses, under the following conditions: graduating at the end of the summer term, enrolled in courses for the fall semester, or with the permission of the Housing Director or designee. All policies of the academic year housing contract, including termination and forfeiture policies, apply to the summer housing contract. Services provided may be at a reduced level during recess and summer periods.
- 17. VACATING:** Resident will vacate the premises by the end of the contract. Special consideration may be given to graduating seniors if there is a conflict with the date of commencement. Special exceptions may only be made by the Housing Director or designee.
- 18. CHECK-IN AND CHECK-OUT:** Upon arrival, resident must check-in to the room/apartment and complete a Room Condition Report using Express Check-In, which will be an accurate and complete record of the contents and condition of the assigned room. When vacating the room/apartment, resident must check-out and report any changes online either with Express Check-Out or by completing a check-out with a staff member, which will serve as the basis for charges or refunds if appropriate. Resident agrees to follow the proper check-out procedures when vacating the premises, which include removing waste and debris and leaving the room/apartment in an acceptable, clean condition. Failure to officially check-in, complete a Room Condition Report, check-out, and/or report changes in the Room Condition Report, will result in a \$50 charge. Should extra cleaning by Housing personnel be required because of poor housekeeping, a cleaning charge will be assessed.
- 19. ROOM ENTRY:** University officials may enter rooms/apartments for serious life or health-threatening emergencies at any time including over break periods. Authorized personnel may enter rooms/apartments during pre-planned health and safety inspections, to perform requested, preventative, prescheduled or emergency maintenance, or, in the absence of occupants of the room/apartment, to silence a disruptive noise. When possible, advance notice of room entry will be given. Housing employees are required to report any violations of the terms of this agreement observed when inspecting rooms/apartments. Room inspections will occur when the resident has given permission or when staff have reasonable evidence to believe an inspection is necessary to resolve a serious life or health threatening situation. Property may be confiscated and removed from the room/apartment when it constitutes imminent danger or

when it is University-owned property. Rooms may be searched by appropriate legal agencies with a search warrant or with permission from resident.

**20. DISRUPTION TO THE COMMUNITY:** Disruptive, dangerous, excessively noisy behavior, or behavior that 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.

- A. Possessing and/or hosting a party in which a keg, barrel or common source of alcohol is present.
- B. Possessing, using and/or intending to deliver marijuana, narcotics or dangerous drugs.
- C. Possessing and/or using firearms or any other item designed for the purpose of being used as a weapon, including stun guns, knives, swords, nun-chucks, and bows and arrows.
- D. Inappropriate use of pepper spray.
- E. 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.
- F. 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 Housing Office or the University.
- G. Setting fires.
- H. 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 access card to others; tampering with elevator control panels; forcing doors open or preventing them from opening or latching.
- I. Causing significant damage to residential facilities.
- J. Hacking or attempting to disrupt computer networks at the University or University residences.
- K. Throwing or dropping objects out of windows, or climbing in and out of windows.
- L. Theft of residents', community, and/or University property.
- M. 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.
- N. Interfering with a staff member engaged in the performance of 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.
- O. Any other conduct threatening the physical health or safety of self or others.

**21. DISCIPLINARY ACTION:** Residents involved in disciplinary action for a violation of the rules and regulations, will be afforded the following: a) written notice of the charges;

b) sufficient time to prepare a response to the charges; c) timely adjudication; and, d) an opportunity to appeal to a higher administrative authority.

- 22. PERSONAL PROPERTY:** The Housing Office shall, without liability, have the right to dispose of any personal property left on the premises. The University of Wisconsin Board of Regents, UW-Green Bay, the Office of Housing 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 Housing Director.
- 24. FACILITY REPAIRS/IMPROVEMENTS:** The Housing and Residential Education Office reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy and non-occupancy periods.
- 25. DINING PLAN:** A Meal Plan is required for all residents living in residence halls and is optional for residents living in apartment-style accommodations. For full details on meal plan options visit the University Dining web site. The Housing Office, during the term of this contract, may make changes in the rules and regulations. Residents will be notified by campus email and/or 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 the resident is charged with violating the terms of the University's housing contract and the regulations based upon it, the resident will be granted due process through the Dean of Students Office or through a housing contract disciplinary process. If resident does not uphold the terms of the agreement outlined in this contract, the Housing Office may terminate the housing contract in accordance with procedures stated in this document and UWS 17 (Non-Academic Misconduct Disciplinary Procedures).

Under terms of the housing contract, the resident is considered a contract licensee. Termination of housing status due to breach of contract is not considered denial of the right to an education. Regulations 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.