



Housing and Residential Education

UW-Green Bay Housing & Residential Education Housing Contract

Summer 2024: May 24, 2024-August 14, 2024

Academic Year 2024-25: August 31, 2024 to May 10, 2025

Contract Terms: 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 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 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 application fee to the Office of Housing and Residential Education.**

1. **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.
2. **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](#).
3. **ELIGIBILITY:** Housing residents must be enrolled students taking courses at the University of Wisconsin-Green Bay and provide required disclosures in order to live on campus.
 - a. In order to live in campus housing, students need to provide disclosure information related to [UW System Policy 136](#).
 - i. This information is requested in the housing application.
 - ii. If a student states or answers YES to either of the below questions, their housing eligibility will be under review by the University.
 1. *Have you ever been convicted of a felony? This includes pleading no contest or guilty to a felony.*
 2. *Have you ever been expelled, dismissed, or suspended from a post-secondary institution for a non-academic reason?*
 - b. Enrollment will be determined on the 10th day of classes each semester. If a resident is not enrolled by these dates, they are no longer eligible to live on campus and their housing contract will be cancelled.
 - i. **Fall 2024:** Tuesday, September 17, 2024

- ii. **Spring 2025:** Friday, February 7, 2025
 - iii. **Summer 2025:** Monday, June 9, 2025
 - c. In certain situations, the resident could request and be determined to be otherwise eligible by the Executive Director of Housing and Residential Education.
 - d. Eligibility may be extended to students of other University education programs through Regent approval. Preference will be given to full-time students.
 - e. The Office of Housing & Residential Education reserves the right to terminate the contract if resident is registered for, or credit load is reduced to fewer than six (6) credits per semester unless continued residency is determined warranted by the Housing & Residential Education Executive Director or their designee.
 - f. The credit requirement does not apply during the summer term.
 - g. Some living learning or thematic communities may require an additional application or acceptance in order to be eligible to live in the community.
4. **CONTRACT TERMS:** This contract is for the full academic year or summer session and cannot be terminated or cancelled except under the conditions cited in Item 18, Termination & Cancellation of Contract.
- a. If entered into after the start of the academic year, this agreement applies to the remainder of the current academic year.
5. **APPLICATION FEE:** A non-refundable application fee of \$50 is required to have a complete housing contract.
6. **OCCUPANCY PERIOD:** This contract is for an assigned space in campus housing for a specific period of time.
- a. Residents are not able to move into their assigned room prior to the period of occupation or remain in the assigned room after the period of occupation.
 - b. University housing remains open to residents continuously during the period of occupation, which includes the term break(s). Residents are not required to move out during such break(s).
 - c. If a resident needs to extend their period of occupation, they must make a written request to the Housing Office for consideration. If the space is available and the request is approved, the resident will be charged an additional fee equal to the prorated daily rate of their assigned room. Residents can request an extension for the following reasons:
 - i. Resident's academic calendar differs from the period of occupation.
 - ii. Resident has an academic commitment (e.g. graduation, orientation) that requires the resident to be on campus.
 - iii. Resident has an official athletic commitment as required and arranged by athletic coach, or
 - iv. Resident lives on campus and there is a gap between the move out date of the current housing assignment and the beginning of the period of occupation in this contract.
 - d. The full terms of this contact will be in effect and enforced should the resident move in prior to the period of occupation or remain in the assigned room after the period of occupation.

- e. Periods of occupation are noted below and are based on the resident status as a current or new student to campus housing and dependent upon student's continued eligibility.
 - i. **Summer 2024:** The period of occupation for this term for new residents to campus housing is **8 am Friday, May 24, 2024 until 10am Wednesday August 14, 2024.**
 - 1. The period of occupation for this term for current residents already living on campus for Spring 2024 semester is **Saturday, May 11, 2024 until 10am on Wednesday, August 14, 2024.**
 - ii. **Summer 2024 & Standard Academic Year:** The period of occupation for this term for new residents to campus housing is **Friday, May 24, 2024 until 2pm on Saturday, May 10, 2025.**
 - 1. The period of occupation for this term for current residents already living on campus for Spring 2024 semester is **Saturday, May 11, 2024 until 2pm on Saturday, May 10, 2025.**
 - 2. If the resident is approved to cancel their contract for the standard academic year, the period of occupation period ends at **10am on Wednesday, August 14, 2024.**
 - iii. **Standard Academic Year:** The period of occupation for this term for all residents is **Saturday, August 31, 2024 until 2pm on Saturday, May 10, 2025.**
 - 1. If the resident is approved to cancel their contract for the entire **Spring 2025** semester, the period of occupation ends at **10am on Saturday, December 21, 2024.**
- 7. **CONTRACT CHANGES:** Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of the Executive Director.
 - a. The Office of Housing & Residential Education during the term of this contract, may make changes in the rules and regulations.
 - b. 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.
- 8. **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.
 - a. Rates may be adjusted annually as approved by the Board of Regents.
 - b. Rates can be found [online](#).
- 9. **PAYMENT:** Payment will be made in accordance with the [Rate Schedule](#).
- 10. **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.
- 11. **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, marital or parental status, genetic information, national

origin, ethnicity, citizenship status, veteran or military status (including disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran status), age, disability, or any other category protected by law.

- a. Failure to honor resident assignment preferences will not void the contract.
 - b. The Housing Office reserves the right to change at any time an 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.
 - c. The Housing Office also reserves the right to consolidate students together in temporary housing accommodations in the event of unforeseen emergency.
 - d. The Housing Office reserves the right to change a student's room assignment at any time if required by law or if the University deems it to be in the University's best interest or in the best interest of any student.
 - e. The Housing Office reserves the right, with no liability, to store for a limited period of time or discard any personal belongings remaining in a room if not vacated by the prescribed time. 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.
12. **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.
13. **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 [website](#).
- a. If a student is required to have a meal plan based on living in a residence hall and does not select from the eligible meal plans, the All-Access plan (or the equivalent option) will be assigned.
 - b. Any requested changes to or cancellation of the meal plan must be submitted to the Dining Office via the [online form](#).
 - c. The meal plan will not begin until dinner on Sunday, September 1, 2024.
14. **HOUSING ACCOMMODATIONS:** Any resident who has the need for a special accommodation related to a documented medical condition, it is the resident's responsibility to work with the [Student Accessibility Services office](#) and receive written approval before the accommodation is granted.
15. **CHECK-IN AND CHECK-OUT:** Upon arrival, resident must check-in to the room/apartment and complete a Room Condition Report (RCR), which will be an accurate and complete record of the contents and condition of the assigned room.
- a. When vacating the room/apartment, resident must check-out and report any changes 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.
 - b. 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.

- c. 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.
 - d. Should extra cleaning by Housing personnel be required because of poor housekeeping, a cleaning charge will be assessed.
16. **ROOM CHANGES:** Room changes are generally permitted at designated times during the contract period with prior written authorization from the Housing Office.
- a. Unauthorized changes or failure to move out of an accommodation at the designated time may result in a service charge, being required to move back to the authorized assignment, and/or disciplinary action.
 - b. For authorized room changes, a room change fee will apply.
 - c. Room Change Periods
 - i. **Fall Room Change Period:** Friday, September 20, 2024- Friday, September 27, 2024
 - ii. **Spring Room Change Period:** Wednesday, February 12, 2025-Wednesday, February 19, 2025
17. **SUMMER HOUSING:** 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 Executive Director or designee.
- a. The summer housing option represents a different occupancy period.
 - b. Any period of residency during the summer shall constitute a different occupancy period applying terms identical to this agreement.
 - c. All policies of the academic year housing contract, including termination and forfeiture policies, apply to the summer housing contract.
 - d. Services provided may be at a reduced level during recess and summer periods.
 - e. Summer students must sign a payment agreement with Student Billing Services.
 - f. If a student holds both a summer contract and a future academic year contract, cancellation of the summer contract does not cancel the academic year contract.
18. **TERMINATION & CANCELLATION OF CONTRACT:** This contract is not cancellable by the resident except as provided in this section.
- a. Should a cancellation be granted, the resident shall be responsible for costs and fees consistent with Items 25 Damages and Costs & 26 Refund and Forfeiture Policies.
 - b. Financial penalties associated with cancellations are specified in Item 26, Refund and Forfeiture Policies of this Agreement.
 - c. If the contract is terminated or cancelled, the student will have 72 hours to vacate their assigned room.
 - i. In certain emergency situations, a student may have only 24 hours to vacate their assigned room.
 - d. **Residents are advised to not sign legally-binding lease agreements with off-campus landlords until officially released from an on-campus housing contract.**

- i. **Mandatory Termination.** Termination of this contract is mandatory if resident loses eligibility as defined under Item 3, Eligibility.
- ii. **Requested Cancellation.** Resident may apply and request to the Housing Office for release from the contract, however the Housing Office retains the right to grant or deny any release.
 - 1. A request for contract release must be made by submitting an online request. Additional information about this cancellation process can be found [online](#).
 - 1. iii. **Termination by the University.** The Housing Office may terminate the agreement under the following circumstances:
 - 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 of student housing not feasible or when the Housing Office believes a resident of a temporary assignment cannot be placed within a reasonable time period.

19. VIOLATION OF RULES & 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.

- a. If the contract is terminated as a result of disciplinary action brought by the Dean of Students at any time during the academic year, resident may potentially not be allowed to return to University housing the following academic year.
- b. **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.
- c. The Housing Office may also terminate this contract due to unpaid charges from a previous agreement with the Housing Office.
- d. Termination of the contract may result in termination of Housing employment.

20. POLICY VIOLATION ACTION: Residents involved in disciplinary action for a violation of campus 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.

21. 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.

- a. 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.

- b. University Police will be notified in most instances and civil and criminal charges may be made in addition to University disciplinary action.
 - i. Possessing and/or hosting a party in which a keg, barrel, or common source of alcohol is present.
 - ii. Possessing, using, and/or intending to deliver marijuana, narcotics, or dangerous drugs.
 - iii. 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.
 - iv. Inappropriate use of pepper spray.
 - v. 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.
 - vi. 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.
 - vii. Setting fires.
 - viii. 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.
 - ix. Causing significant damage to residential facilities.
 - x. Hacking or attempting to disrupt computer networks at the University or University residences.
 - xi. Throwing or dropping objects out of windows, or climbing in and out of windows.
 - xii. Theft of residents', community, and/or University property.
 - xiii. 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.
 - xiv. 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.
 - xv. Any other conduct threatening the physical health or safety of self or others.

22. ROOM ENTRY: University officials may enter rooms/apartments for serious life or health-threatening emergencies at any time including over break periods.

- a. 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.
 - b. When possible, advance notice of room entry will be given.
 - c. Housing employees are required to report any violations of the terms of this agreement observed when inspecting rooms/apartments.
 - d. 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.
 - e. Property may be confiscated and removed from the room/apartment when it constitutes imminent danger or when it is University-owned property.
 - f. Rooms may be searched by appropriate legal agencies with a search warrant or with permission from resident.
23. **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.
24. **VACATING:** Resident will vacate the premises by the end of the contract. Special exceptions may only be made by the Executive Director or designee.
25. **DAMAGES AND COSTS:** Resident agrees to pay for any damages to the building, including fire damage, for damaged or missing furniture, lost University property, or service costs caused by resident to University housing because of resident actions, neglect or intent.
- a. Resident will be billed for damage to the furnishings, buildings, or other University property or equipment within 30 days after their check out date.
 - b. Students who completed an RCR at move in, will have an opportunity to appeal any damage charges assessed after their check out date. Information about the appeal process will be sent via email to the student's UWGB email account.
 - c. 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.
 - d. Damage and theft to common areas of a building may be divided among all residents of that building or portion of the building.
26. **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 this contract.
- a. A contract termination may be granted for any of the following reasons:
 - i. denial of admission to the University;
 - ii. being dropped from the University;
 - iii. withdrawal from the University;
 - iv. transfer to another college or university;

- v. 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);
 - vi. serious illness/medical emergency 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;
 - vii. marriage; or
 - viii. armed forces conscription.
- b. A contract termination because of administrative dismissal or disciplinary dismissal from the University and/or University residence.
 - 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.
 - i. Appropriate check-out procedures must be observed in accordance with Item 15, Check-in and Check-out.
 - ii. No refunds will be made for departures during the last four weeks of the first or second semester.
 - d. Any refund amount processed will first be applied to any outstanding University debt. If after the University debt is paid, any unused refund will be issued to the student.
 - 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. 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.
27. **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.
- a. 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.
 - b. 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.
 - c. 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.
28. **RESIDENT SIGNATURE:** Online acceptance of the housing contract means 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 application fee to the Office of Housing & Residential Education.**

- a. 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)
- b. 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.

29. PARENT/GUARDIAN SIGNATURE (only applicable if the student is under the age of 18):

If the student is under the age of 18 on the date this contract is signed, a parent or guardian must also read and acknowledge all information provided and sign the contract.

- a. The parent/guardian will receive an email at the email address provided by the student in the application process with information regarding the contract terms.
- b. The parent/guardian will then have an opportunity to sign the contract.
- c. Failure to provide a contract signed by a parent or guardian will render the application incomplete. An assignment will not be made unless the application is completed, including receipt of parent/guardian signature of the contract.
- d. Online acceptance of the housing contract by the student’s parent/guardian means that they have read, understands and agrees to all 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 application fee to the Office of Housing & Residential Education.**

Student Signature: _____ **Date & Time Signed:** _____