# 2024-2025 Terms and Conditions of the Residence Hall Contract for CVTC Enrolled Students

#### Introduction

The purpose of this document is to establish the terms and conditions of the residence hall contract for the Department of Housing and Residence Life at the University of Wisconsin-Eau Claire, herein referred to as the "University". This document constitutes and offer by the University to contract with the student, herein referred to as the "Resident", for residence hall facilities.

Completing and signing the Residence Hall Contract and returning it with a \$150 non-refundable deposit establishes a binding contract between the Resident and the University. Room assignments cannot be processed until both the contract and deposit has been made. The deposit will be applied to the first semester room charges.

### **Eligibility**

The Resident must be a full-time student taking 12 or more credits at Chippewa Valley Technical College (CVTC). If the Resident is enrolled at CVTC but credits drop below the 12-credit minimum, the Resident must contact CVTC Student Life and UWEC Housing. These parties will review housing eligibility. Dropping below 12 credits does not constitute automatic UWEC residence hall contract termination.

To reside in the residence halls, Wisconsin law [sec. 36.25(46)] requires the Resident to affirm whether they have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination, if any.

While living in the residence halls, all Residents are responsible for their own self-care including appropriate personal hygiene, physical and mental health, management of medical conditions or illnesses, and other personal needs. Residents are expected to utilize the various resources available to them to provide this care for themselves. Residents with the inability or perceived inability to meet these self-care expectations and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave the residence halls.

Eligibility to live in the residence halls may be affected by the Resident's past or current criminal convictions or student conduct violations, particularly if the Resident may pose a safety risk to the residence hall community. UW System Administrative Policy 136 requires prospective Residents to provide disclosures about the following prior to living in University housing:

- Any prior felony pleas or convictions in which the student was treated as an adult during the proceeding; and
- Non-academic postsecondary disciplinary violations that resulted in expulsion, dismissal, or suspension.

Students will be provided any opportunity to provide further details, including a description of the incident(s) and the date(s), location(s), and any explanatory information they wish to provide. Disclosures will be reviewed by a committee to determine eligibility and do not automatically prevent students from living in University housing.

#### **Meal Plan**

A meal plan for Residents is not required, although it is recommended. Purchases can also be made on-line at any time.

Flex 50 Meal Plan | \$475 (payable at the time of purchase)

- 50 block meals to be used in any dining facility on campus
- 50 flex dollars to be used in any dining facility on campus
- Plan is available for use any time between the date of purchase and end of the academic year
- No Flex 50 plans will be sold after February 28<sup>th</sup>
- Unused 'Block Meals' and 'Flex Dollars' expire at the end of the academic year. They do not roll over to future semesters. No refunds will be issued for unused block meals or flex dollars.

Diners' Club | You Select The Amount (payable at time of purchase)

- 10% discount at The Dulany Inn in Davies Center and at Riverview Café in Hilltop Center
- Weekly member-only specials
- Deposits can be made in person at the Blugold Card Office or on-line through eAccounts
- Unused Diner's Club dollars will remain active until your UWEC Housing contract expires

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# **University Agrees**

The University hereby grants to the Resident a limited license to occupy University residence hall facilities under the terms and conditions stated herein. The University and Resident agree that no lease or landlord-tenant relationship is created by this agreement.

# **Resident Agrees**

The Resident agrees to:

- a. Make complete payments of all residence hall and meal plan charges.
- b. Abide by Residence Life and Dining policies and all rules and regulations of the University, which are incorporated by reference and made a part of this contract.
- c. Honor the terms and conditions stated in this contract.
- d. Read and act upon all electronic communications sent by the UWEC Department of Housing and Residence Life.

#### **Assignments**

This contract is valid only if residence hall space reserved for CVTC students is available. Applicants are encouraged to submit their contract and \$150 non-refundable deposit promptly to enhance their changers for securing accommodations.

Roommates are assigned without regard to race, color, sexual orientation, gender identity expression, disability, national origin, veteran status, age, political affiliation, or religion. Furthermore, discriminatory practices of any kind are prohibited by the University in all areas of jurisdiction including residence halls.

Residence Life reserves the right to alter room assignments by administratively reassigning students within and between residence halls, assigning roommates, and consolidating vacancies by requiring residents to move from single occupancy of double rooms to double occupancy in the same hall.

The University may terminate this contract by written notice if the Resident fails to comply with any of the terms and conditions of the contract.

There will be no guarantee of housing and/or retaining the same room beyond the current academic year.

#### **Accommodations for Students with Disabilities or Medical Needs**

Students with documented disabilities or medical needs who require special accommodations in their residence hall room should notify UWEC Services for Students with Disabilities (SSD) Office. Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which on-campus accommodations are requested.

#### **Contract Term**

This contract is for the entire 2024-2025 academic year, which consists of fall and spring semester, or if entered after the beginning of the academic year, for the remainder of the academic year. This contract cannot be terminated or canceled except under the conditions cited in the cancellation and termination sections of this agreement.

#### **Break Periods**

Residence halls remain open during the UWEC Fall Break and Spring Break. The residence halls close for the UWEC Semester break/Winterim. Residents desiring to remain on campus during Semester Break/Winterim may do so at no additional cost, provided they follow all sign-up procedures. Only Residents who have successfully registered for Fall, Winterim, or Spring Breaks via their UWEC My Housing Portal will have access to their individual residence hall.

## **Contract Changes**

Changes may not be made to the terms and conditions of the contract without the agreement and written permission of the Department of Housing and Residence Life.

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Changes in the rules and regulations may be made by the University during the term of the contract. Such changes will be published through email notifications one week before the changes become effective, unless the health and safety of persons using the facilities may be adversely affected by the delay; then implementation will be immediate.

This contract cannot be reassigned by the Resident to another party.

#### **Contract Cancellations**

A contract cancellation occurs between the date of signing the contract and August 1. Residents who are enrolled at CVTC and cancel their contract on or before August 1<sup>st</sup> will not be held to the terms and conditions or financial obligation of the UWEC Housing contract. They will forfeit their \$150 deposit.

After August 1, if the Resident is enrolled at CVTC, they will be held to the terms and financial commitment of the contract. All cancellation requests will need UWEC Housing Director approval. Should the Resident's request for release be approved, they will forfeit their \$150 deposit.

If the Resident completes the UWEC Housing contract and submits their \$150 deposit, decides no longer to enroll at CVTC prior to and notifies UWEC Housing prior to the designated CVTC move-in date, the student will be released from the terms and financial commitment of the contract. The Resident will forfeit the \$150 deposit.

#### Termination of the Residence Hall Contract by Resident

Termination refers to the dissolution of the residence hall contract prior to its natural expiration. Beginning the first day of the contract term, any Resident who drops enrollment with CVTC and who has checked into a residence hall during this contract, must notify UWEC Housing. The Resident's \$150 deposit will be forfeited, and the Resident will be responsible for one month's pro-rated room fees, or the daily proration of those days that enrollment was retained, whichever is higher.

#### **Termination of Residence Hall Contract by University**

The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency which would make continued operation of the residence halls unfeasible. There shall not be any liability on the part of the University for the refund of any payments in the event the contract is terminated for this reason.

The University may cancel or terminate this contract if the Resident fails to meet the full terms and conditions stated herein or for violation of University and/or residence hall policies as stated in *Housing and Residence Life Judicial Code*, which is made part of this contract by reference. When a residence hall contract is terminated for disciplinary reasons, the Resident will be responsible for 100% of the remaining cost of the contract and may be restricted from the residence halls.

# **Rates/Payments**

The residence hall rates are determined annually and approved by the Board of Regents of the University of Wisconsin System. The Resident Agrees to pay the rates as established and announced in the summer prior to the next/upcoming academic year. Payment will be made in accordance with the Payment Schedule and Procedures for CVTC Students. Failure to satisfy the financial obligation accrued under this agreement may result in eviction from the residence halls.

The University does not guarantee an uninterrupted supply of utilities or other important services, especially in the case of unanticipated disasters or catastrophes. If such should occur, the University reserves the right to adjust rates or allow them to remain in full effect.

#### **Policies and Procedures**

Policies and procedures have been established to provide an appropriate learning environment. Policies and procedures are outlined in the Judicial Code located on the Department of Housing and Residence Life website. All Residents are responsible for reviewing, understanding, and adhering to the policies and procedures.

# **Room Entry**

The University maintains the right to enter Resident rooms for University purposes. Authorized personnel may enter Resident rooms for reasons of health, safety, general welfare, or to make necessary repairs to room and room equipment. Whenever possible, advance notification will be given. No room or personal items therein will be subject to search or seizure except as specifically authorized by law, a valid search warrant or court order, or the Resident's permission.

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Housing and Residence Life University of Wisconsin Eau Claire

#### Liability

Board of Regents of the University of Wisconsin System, its officers, employees, and agents have no legal obligation, nor any ability to provide reimbursement for the Resident's personal property resulting from loss, theft, damage, vandalism, or any other perils, unless damage results from the negligence of a specific University employee.

Accordingly, the Resident agrees to hold harmless and indemnify the Board of Regents of the University of Wisconsin System, the University of Wisconsin-Eau Claire, the Department of Housing and Residence Life and its officers, employees and agents, for damages sustained by the Resident or others, as a result of the Resident's acts or omissions, relating to any changes or modifications made by the Resident to their room or furnishings, such as the configuration of loft beds, bookshelves, partitions, or other structures. This means that the Resident is financially responsible for injury to another party, or damage to their property, as a result of any equipment or items the Resident has constructed, created, purchased, or used improperly, and that the Resident will pay any resulting claims on behalf of the University.