

#### Introduction

The purpose of this document is to establish the terms and conditions of the Residence Hall and Meal Plan contract for Residence Life and Dining at the University of Wisconsin-River Falls, herein referred to as the *University*. This document constitutes an offer by the University to contract with the student, herein referred to as the *Resident*, for residence hall and dining facilities and services.

Completing and signing the Residence Hall and Meal Plan Contract online and returning it with a \$135 contract payment (\$100 deposit and a \$35 non-refundable processing fee) establishes a binding contract between the Resident and the University.

## Residency Requirement

First-year and second-year students are required to live in University residence halls, per the Board of Regents Policy 24-2. This requirement does not apply to students who are 21 years of age or older and/or students who are 2+ years post-high school graduation.

Any student seeking an exemption to the residency requirement should refer to the Residence Life website for specific policy information, the exemption request form, and an explanation of the documentation required.

If a student is found violating the residency policy, residence hall room charges will be added to their student account and the student will be notified of this action via UWRF email.

## Meal Plan Requirement

All Residents must select a meal plan. The only exceptions to meal plans are for Residents living in George R. Field South Fork Suites. Residents may select from a variety of meal plan options and may change meal plans between semesters or within the first 5 days of fall classes. All requests for meal plan changes after the first date of meal plan service must be submitted via the Meal Plan Signup/Change form found on the Dining website. If approved, any late meal plan signups or cancelation requests will be charged from the beginning of the meal plan service until the time the change is approved with an additional service fee of \$25.00.

If a student is found violating the residency policy, residence hall room charges will be added to their student account and the student will be notified of this action via UWRF email.

# Housing Eligibility

The Resident must be an enrolled student at the University taking a minimum of 4 credits or be determined eligible by the Department of Residence Life. Eligibility also may be extended to non-UWRF students. Residence Life reserves the right to terminate this contract if the Resident is registered for, or the credit load is reduced to, 3 credits or fewer, unless continued residency is permitted by the Department of Residence Life.

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.

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. Universities of Wisconsin Administrative Policy 136 requires Universities of Wisconsin students to provide disclosures about the following prior to living in University housing:

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

Residents will be given 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.

# **University Agrees**

The University hereby grants the Resident a limited license to occupy University residence hall facilities and use dining facilities and services 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:

- Make complete payments of all residence hall and meal plan charges according to the University's 2025-26 billing schedule.
- 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.
- 3. Honor the terms and conditions stated in this contract.



4. Read and act upon all electronic communications sent by Residence Life and Dining.

## **Contract Term**

This contract is for the entire 2025-26 academic year, which consists of fall and spring semesters, or if entered after the beginning of the academic year, for the remainder of the academic year.

A Schedule of Occupancy is available on the Residence Life website. This schedule indicates the official opening (move-in) and closing of the residence halls.

The meal plan program includes service only during the stipulated dates/meals of service. See *Dates of Service* for the current and/or future terms on the Dining website. There is no meal plan service during the Thanksgiving, January, and Spring break periods. Riverside Commons will operate during the Fall break period, but retail locations may have limited service.

This contract cannot be terminated or canceled except under the conditions cited in the cancelation and termination sections of this agreement.

## **Contract Changes**

Changes may not be made in the terms and conditions of the contract without the agreement and written permission of Residence Life and/or Dining.

Changes in the rules and regulations may be made by the University during the term of the contract. Such changes will be published through UWRF email notifications one week before the changes become effective, unless the health and safety of people 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.

#### Accommodation for Students with Disabilities or Medical Needs

Students with documented disabilities or medical needs who require special accommodation in their residence hall room should start the accommodation request process by contacting the Disability Resource Center at <a href="mailto:drc@uwrf.edu">drc@uwrf.edu</a> regarding their request. The Disability Resource Center staff will respond to the request and begin the accommodation process with the student. Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which oncampus accommodations are needed. Residence Life will make every effort, however, to provide reasonable accommodation. Assignment is based on the accommodation required. Accommodation requests need to be submitted for the Resident's first year of living in a residence hall and will carry-over to future year(s), unless stated otherwise.

To initiate a request for meal plan accommodation, students may fill out the *Meal Plan Accommodation Form* found at <a href="https://www.uwrf.edu/Dining/DiningContract.cfm">https://www.uwrf.edu/Dining/DiningContract.cfm</a>. This form is submitted to <a href="mailto:dining@uwrf.edu">dining@uwrf.edu</a>. Meal plan accommodation requests must be submitted annually.

Please be aware that the accommodation process may change based on new policies, procedures or directives from campus, state, or federal agencies.

# Rates and Payments

The residence hall and meal plan rates are determined annually and approved by the Board of Regents of Universities of Wisconsin. The Resident agrees to pay the rates as established and announced by the spring of 2025. Payment will be made in accordance with the University policy on payment of tuition and fees as administered by the Student Billing Office. Failure to satisfy the financial obligation accrued under this agreement may result in the denial of issuance/transfer of grade transcripts and/or enrollment and/or eviction, pursuant to University rules and regulations governing the imposition of these sanctions.

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.

# **Deposits**

The purposes of the \$100 deposit portion of the contract payment are as follows:

- Room Reservation Guarantee: Room assignments may not be processed until the deposit has been paid. The deposit is refundable with an approved contract cancelation on or before May 1, 2025 (for full year agreements) and November 15, 2025 (for students admitted for the spring semester).
- Damages: The deposit can be utilized in the case that excessive cleaning, replacement, and/or repairs are needed and
  are determined to be the responsibility of the Resident. If damages total more than \$100 the remaining charges will be
  applied to the Resident's student account.



3. **Debts:** This deposit may be utilized to cover debts and financial obligations which have arisen out of the contract for which the Resident is liable such as: residence hall or meal plan payments, fines, assessments, or any outstanding University charges.

#### Contract Cancelations

A contract cancelation occurs between the date of signing the contract and the start of the contract term. Residents who cancel this contract on or before May 1, 2025, for 2025-26 academic year or November 15, 2025, for spring-only semester will receive a refund of the \$100 deposit, assuming there are no outstanding fees or charges on the student's University account. If a Resident cancels the contract after these specified deadline dates and prior to the first day of classes, or applies after these dates and then cancels, the \$100 deposit will not be refunded.

If a Resident fails to occupy their assigned room within one week after the start of classes, the contract will be canceled by the University and the deposit will not be refunded. Additionally, an administrative charge, not to exceed one week's room fee, may be added to the student's account.

There are no refunds or financial adjustments for Residents that choose not to use their housing assignment or meal plan. Withdrawal or approved contract cancelations will be prorated based on the timeframe of the approval.

## Termination of 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 or dining services unfeasible. There shall not be any liability on the part of the University for the refund of any payments or the deposit 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, residence hall, and/or dining policies. Refer to *Residence Life Conduct Policies and Procedures* on the Residence Life website and policies stated on the Dining website which are 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 room cost of the 2025-26 contract, forfeit the residence hall contract deposit, and may be restricted from the residence halls. Behavioral incidents that involve Dining may also incur a financial penalty.

# Termination of Residence Hall and Meal Plan Contract by Resident

Termination refers to the ending of the contract prior to the stated expiration. Starting the first day of classes of the fall semester for academic year long contracts or first day of the spring semester for spring only contracts, a Resident who has checked into a residence hall during this contract period may apply to the Department of Residence Life for a contract termination for the following circumstances:

- 1. Loss of student status, defined as transferring to another school, suspension, withdrawal, or failure to attend.
- 2. Assignment to a University sponsored internship, research, or other University program that requires living away from River Falls.
- 3. Completion of graduation requirements during the term of the contract.
- 4. Marriage and or parenthood. Presentation of certification(s) is required.
- 5. Call to active military duty. Documentation is required.

If the Resident receives approval for one of the above circumstances this contract will be terminated. Any remaining charges for the residence hall and meal plan will be prorated to the Resident's student account based on the date of checkout.

Residents requesting a contract termination for the spring semester must submit a *Contract Termination Request (CTR) Form* to Residence Life by December 1, 2025. If the Resident is approved for a spring contract termination the deposit refund will be credited to the student's University account. If the Resident submits a contract termination request after December 1, 2025, the \$100 deposit will not be refunded.

All other Residents are obligated to live in the residence halls for the entire academic year. Residents are not eligible to be released from the contractual agreement at mid-year or any time during the year. If a Resident vacates before the final week of the academic year without approval of the Department of Residence Life, it will result in a breach of contract. In this case the Resident will be responsible for 100% of the remaining cost of the 2025-26 contract and the Resident will forfeit the \$100 deposit.

Termination of the residence hall contract does not terminate the meal plan contract. To terminate the meal plan contract, the Resident must complete the Meal Plan Contract Cancelation form on the Dining website. Refunds of canceled contracts will be prorated based on the time of approval. Contact Dining for options to remain on a meal plan.



Termination Requests during Periods of Temporary Extended Housing: If Residence Life is experiencing high occupancy causing students to be assigned to temporary extended housing spaces, Residence Life may accept requests to terminate the residence hall contract for the 2025-26 academic year. These requests will only be considered while extended housing spaces are occupied. Once all students have been reassigned out from extended housing, the normal contract cancelation and termination terms and conditions will go into effect. Termination requests during high occupancy will only be considered if the student does not fall under the terms of the residency requirement.

#### Meal Plans

Residents are required to select a meal plan. Residents who do not select a meal plan but are required to participate in the meal plan program, will be placed on the mandatory default meal plan which currently is the 14 meals per week plan.

Dining Dollars are included with selected meal plans. Residents can use Dining Dollars to purchase food and beverage items at any dining location. Purchases made with Dining Dollars are exempt from sales tax, cannot be purchased independently, taken as cash, transferred to others, or refunded. Dining Dollars remaining at the end of the fall semester may roll-over to spring semester only if the resident has an active spring semester meal plan. If a Resident is not required to be on a meal plan and cancels any portion of the spring semester meal plan, the fall Dining Dollars will not be refunded. All Dining Dollars must be used by the last day of service of the spring semester. Dining Dollars do not carry-over to the next academic year.

Block meals and flex meals do not carry-over from semester to semester. You must use the balance of your block plans by the last day of service of the fall and spring semester. Any unused block and/or flex meals will not be refunded.

Meal plan transactions require the resident's student ID for every transaction. The ID Carding Office should be contacted to replace a lost or damaged ID card. Students are required to pay a fee for their replacement ID card within 10 days. If a student does not pay for the replacement ID card, the card may be marked inactive, and the student will not be able to access their meal plan until payment is received in the ID Carding Office. No refund will be applied to the cost of the meal plan for meals not used during the inactive card status period. Students may not give, use, or receive another student's ID card. If this does occur, the card will be confiscated, and this infraction will be referred to the Dean of Students Office.

Disruptive behavioral incidents including, but not limited to, vandalism and damage within the dining service areas, unauthorized removal of food or equipment from a dining area, gaining unauthorized access or allowing others to gain unauthorized access to a dining area will result in disciplinary or legal action taken against the student(s) involved.

# **Room Assignments**

This contract is valid only if residence hall space is available in either permanent or temporary extended housing rooms. Applicants are encouraged to submit their contract and \$135 contract payment promptly to enhance their chances of securing a space. Failure to honor assignment preferences will not void this contract.

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 authority including residence halls.

Room reservations will be held for one week after the first day of University classes unless Residence Life receives prior written notification of contract cancelation from the Resident.

Residence Life reserves the right to alter room assignments by administratively reassigning Residents 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.

If the University has a different administrative need for a wing or floor in the residence hall, there will be no guarantee of retaining the same room beyond the current academic year.

**Temporary Extended Housing:** If the number of students submitting contracts exceeds the number of permanent rooms on campus, Residents will be assigned to temporary extended housing spaces. As permanent rooms become available, Residents in extended housing will be reassigned and must relocate to the permanent room. The move to a permanent assignment may require the Resident to move to a different residence hall. Generally, receipt date of the completed contract and contract payment determines the order of reassignment out of extended housing. Room rates are not adjusted for extended housing spaces.

Extended housing spaces are locked, secured, spaces in study lounges and/or RA rooms within the residence halls. As needed, extended housing spaces may also include local arrangements with hotels located in the City of River Falls.

**Options Based on Gender Identity/Expression:** Room assignments and roommates are assigned based on the legal sex listed in the student's University account. Students with individual needs based on gender identity/expression should contact Residence Life to discuss assignment options. A limited number of rooms with access to gender-inclusive bathrooms/showers are available.



## Housing Options During Break Periods and J-Term

Residence halls remain open during Fall break, Thanksgiving Break, and Spring Break. The residence halls close for Semester Break/J-Term. Residents desiring to remain on campus during Semester Break/J-Term may do so for an additional fee and provided they follow all sign-up procedures and meet the qualifications as described on the Residence Life website. Residents will be billed for the Semester Break/J-Term via the student's University account. Only those Residents with an approved J-Term contract will have access to their individual residence hall during Semester Break/J-Term. Overnight guests are not allowed during Semester Break/J-Term. For safety and sustainability reasons, the University reserves the right to consolidate Residents during Semester Break/J-Term into one or two residence halls. Residents taking J-Term classes, but not returning Spring Semester, may be moved to extended housing.

### Residence Life Policies and Procedures

Policies and procedures have been established to provide an appropriate living-learning environment. Residence Life policies and procedures are outlined in the *Residence Life Conduct Policies and Procedures* in the *Residence Life Student Guide*. 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.

## Liability

Board of Regents of the Universities of Wisconsin, its officers, employees, and agents have no legal obligation, nor any ability to provide reimbursement for the Resident's individual 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 Universities of Wisconsin, the University of Wisconsin-River Falls, Residence Life and its officers, employees, and agents, for damages sustained by the Resident or others, because 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, because 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.