

2024-2025 Terms and Conditions of the Housing and Meal Plan Contract



Introduction

The purpose of this document is to establish the terms and conditions of the Housing 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 housing and dining facilities and services.

Completing and signing the Housing 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, housing 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 seven days of meal plan service. 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. Any late meal plan sign ups or cancellation requests will be charged from the beginning of the meal plan service until the time the change is approved.

Eligibility

The Resident must be an enrolled student at the University taking a minimum of 4 credits or be determined eligible by the Director of Residence Life. Eligibility also may be extended to non-UWRF students through Board of Regents approval. 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 Director 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.

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 UW System students 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.

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 housing 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:

- a. Make complete payments of all housing and meal plan charges according to the University's 2024-25 billing schedule.
- 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 Residence Life and Dining.

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Contract Term

This contract is for the entire 2024-25 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:

<https://www.uwrf.edu/ResidenceLife/ContractRates/HousingContractPolicies.cfm>

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 break periods.

This contract cannot be terminated or cancelled except under the conditions cited in the cancellation 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.

Students With Disabilities or Accommodation Needs

Students with documented disabilities who require reasonable accommodations in their residence hall room should start the accommodation request process by contacting the Disability Resource Center (drc@uwrf.edu) 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 on-campus accommodations are needed. Residence Life will make every effort, however, to provide reasonable accommodation. Assignment is based on the accommodation required.

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

Rates and Payments

The housing and meal plan 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 by the spring of 2024. 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:

- 1. Room Reservation Guarantee:** Room assignments cannot be processed until the deposit has been paid. The deposit is refundable with an approved contract cancellation on or before July 1, 2024 (for full-year agreements) and November 15, 2024 (for students admitted for the spring semester).
- 2. Damage Fund:** The deposit serves as a damage fund which can be utilized in the case that replacement 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: housing or meal plan payments, fines, assessments, or any outstanding University charges.

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Contract Cancellations

Residents who cancel their contract on or before July 1, 2024, for 2024-25 academic year or November 15, 2024, for spring-only semester will receive a refund of their \$100 deposit, assuming there are no outstanding fees or charges on the student's bill. If a Resident cancels their 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 cancelled 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.

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 any part of 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 any part of the Housing and Meal Plan Contract is terminated for disciplinary reasons, the Resident will be responsible for 100% of the remaining housing and meal plan costs of the 2024-25 contract, forfeit the housing deposit, and may be restricted from UWRF residence halls. Behavioral incidents that involve Dining may also incur an additional financial penalty.

Termination of Housing and/or Meal Plan by Resident

Termination of Housing

Termination refers to the dissolution of the contract prior to its natural expiration. Starting the first day of classes of the academic year, a Resident who has checked into a residence hall during this contract period may apply to the Director of Residence Life or their designee for a housing 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. Documentation is required.
3. Completion of graduation requirements during the term of the contract.
4. Marriage and/or parenthood. Documentation is required.
5. Call to active military duty. Documentation is required.

If the Resident receives approval for one of the above circumstances the housing portion of the contract will be terminated. Any remaining charges for housing will be prorated to the Resident's student account based on the date of checkout.

Residents requesting a housing termination for the spring semester must submit a *Housing Termination Request (HTR) Form* to Residence Life. If the HTR is submitted by December 1, 2024 and is approved, the Resident is approved for a spring housing termination and the deposit refund will be credited to the student's billing account. If the Resident submits a housing termination request after December 1, 2024, the \$100 deposit will not be refunded.

All other Residents are obligated to live in UWRF 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 Director of Residence Life or their designee, it will result in a breach of contract. In this case the Resident will be responsible for 100% of the remaining housing cost of the 2024-25 academic year contract based on check out date, and the Resident will forfeit the \$100 deposit.

Housing Termination Requests during Periods of 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 housing contract for the 2024-25 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 housing cancellation 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.

Termination of Meal Plan

In the event of a housing termination, the meal plan may also be cancelled if the student fills out the meal plan cancellation form found on the UWRF dining web site: <https://students.uwrf.edu/dining/meal-plan-add-or-change>. A prorated amount will be applied to the student's account based upon either the date of the meal plan cancellation form or the housing check-out date.

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Meal Plans

Residents are required to select a meal plan. Residents who do not select a meal plan, or select a meal plan they do not qualify for, will be placed on the mandatory **default meal plan which currently is the 14 meals per week plan**. There are no refunds or financial adjustments for Residents **that choose not** to use their meal plans.

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 end of the spring semester. Dining Dollars do not carry-over to the next academic year.

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 Student Conduct and Community Standards.

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 being taken against the student(s) involved.

Room Assignments

This contract is valid only if housing space is available in either permanent or extended temporary rooms. Applicants are encouraged to submit their contract and \$135 contract payment promptly to enhance their chances for 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 UWRF 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 cancellation 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.

Extended Housing: If the number of students submitting contracts exceeds the number of permanent rooms on campus, Residents will be assigned to 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 sex assigned at birth. Students with individual needs based on gender identity/expression are encouraged to 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 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 their University billing accounts. 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, will be moved to extended housing.

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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 University of Wisconsin System, 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 University of Wisconsin System, 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.