

SUMMER 2017 UNIVERSITY OF WYOMING RESIDENCE HALLS AND WASHAKIE DINING CENTER AGREEMENT

Please read all provisions of this contract carefully, you are legally bound by these terms and conditions. If you need to receive a printed copy of this agreement please notify the University of Wyoming Department of Residence Life & Dining Services, 1-866-653-0212 or reslife-dining@uwyo.edu .

1. Parties. This agreement is between you as the student and the University of Wyoming (University).

2. Applicability. This Agreement applies to all University residence halls (Orr, Downey, Crane, Hill, McIntyre, and White Halls), the Honors House and the Washakie Dining Center.

3. Eligibility.

- A. To be eligible for occupancy in the University residence halls or Honors House, you must be enrolled in a University course or program, either during the summer or for the preceding spring or following fall semester. Exceptions may be granted by the Executive Director of Residence Life & Dining Services (RLDS) or his/her designee.
- B. The University reserves the right to use your disciplinary status as a factor in eligibility for living in the residence halls and Honors House. In addition, RLDS reserve the right to deny living arrangements to you if your presence may be detrimental or disruptive to the hall or floor environment.
- C. RLDS reserve the right to deny access to the Dining Service facilities when you and/or your guests are disruptive.

4. Term and Termination.

- A. This Agreement is for the summer term or as dictated by start/end dates of courses enrolled in. Please be aware that failure to check into the assigned residence hall room or Honors House does not release you from your payment obligations under this Agreement.
- B. You agree to vacate the assigned room within 24 hours upon any of the following: (1) expiration of the term of this Agreement, (2) loss of status as an enrolled student, or 3) notice of eviction proceedings by the University against you.
- C. The University reserves the right to terminate all or portions of the Agreement if facilities are deemed unusable.

5. Laws, Regulations, Policies, and Procedures. You agree to comply with all applicable laws and University regulations, policies and procedures, including but not limited to, the following:

- A. Residence Life & Dining Services Policies & Procedures (formerly known as Students Rights & Responsibilities). Available online at <http://www.uwyo.edu/reslife-dining/halls/> .
- B. Residence Life and Dining Services Damage/Cost Repairs. <http://www.uwyo.edu/reslife-dining/halls/> .

C. University of Wyoming Student Code of Conduct.
www.uwyo.edu/dos/programservices/judicial/code

You agree and understand that you are subject to the University's judicial process as outlined above. Failure to abide by the above policies, procedures and regulation may result in, but is not limited to, rescinding the use of all or part of the Honors House, residence halls or dining privileges, disciplinary eviction, and/or responsibility to pay all room and dining plan charges for the remaining dates of the Agreement. Applicable University regulations, policies, and procedures are hereby incorporated into this Agreement. The University reserves the right to revise or amend these documents at any time at our sole discretion without notice.

6. Trespass. As outlined in Presidential Directive 2-2014-1 (available at: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/2facilities.html>), when a student's actions are deemed to be harmful and/or disruptive to the University and/or its individual members, contrary to the University Policies, rules or regulations, or where the individual's actions are contrary to law, students may be legally barred from University owned or controlled properties, including the residence halls and Honors House.

7. Fees and Payment.

- A. Room and dining plan rates for 2017 Summer session are posted in the University Fee Book available at: <http://www.uwyo.edu/administration/feebook/index.html>. By signing this agreement, you agree to pay the room and dining plan rates for the options you select on your contract and/or to which you are assigned.
- B. Payments can be made according to the terms and conditions of the University Institutional Payment Plan-Contact Accounts Receivable regarding this plan, (307) 766-6232 or view the current policy here-<http://www.uwyo.edu/fsbo/>
- C. If any charges applicable to this Agreement are not paid according to the contracted payment schedule, you may be required to vacate your room and your meal privileges will be terminated immediately. In addition, you may not be permitted to re-enroll or receive a transcript.
- D. If you are a University employee, you agree that the University can deduct any outstanding fees related to this Agreement from your next paycheck.
- E. Arrangements must be made with the Accounts Receivable office for payment of past due obligations. For more information, please see: <http://www.uwyo.edu/fsbo/>
- F. If you are a University employee, you agree that the University can deduct any outstanding fees related to this Agreement from your next paycheck.

8. Withdrawal from the University. If you withdraw or are suspended from the University, you must initiate the process with the Dean of Students Office, the RLDS Office, and officially check out of your residence hall or the Honors House within 24 hours of the withdrawal date. Dining Plans are pro-rated as of the end of the week the Agreement is terminated. The unused portion of the room and meal charges will be credited to your account and will be based on the date you officially checked out of your room. For details on the application of these policies to a specific situation, please consult with the Accounts Receivable Office, 250 Knight Hall (307) 766-6232.

10. Eviction.

- A. Eviction for Nonpayment:** If you are evicted from the residence halls or the Honors House for nonpayment, but remain enrolled at the University, you are responsible for paying all remaining room and dining plan charges for the Agreement period and properly checking out of your residence hall. Eviction may take place immediately upon notice.
- B. Disciplinary Eviction:** If you are evicted from the residence halls or the Honors House for disciplinary reasons, you may be responsible for paying all outstanding room and dining plan charges. Eviction may take place immediately upon notice.

11. Room Assignments.

- A.** Room assignments will be made on a date-priority basis according to the date the Agreement is received and dates requested.
- B.** The University reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.
- C.** The University reserves the right to assign students to short-term or temporary housing.
- D.** The University reserves the right to consolidate vacancies by requiring residents to move from single occupancy to double occupancy. When RLDS determines that space is available, the resident may be given the option for single occupancy charges rather than consolidation. Failure to accept an assigned roommate may result in additional charges.
- E.** The University reserves the right to change room assignments for health, safety or repair reasons; for disciplinary reasons; for the unresolved incompatibility of roommates; or other administrative reasons.

12. Utilities. The University agrees to furnish water, electricity, cable television service, computer lab access and internet to your room. The University is not responsible/liable for your use of the Internet. The University will make reasonable efforts to provide continuous service, but cannot guarantee uninterrupted service. The University is not responsible for any loss to you as a result of interrupted service.

13. The University's Right to Enter. The University reserves the right to enter your room, with or without notice, for safety, health, and maintenance purposes or where there is reason to believe a violation of law or University Rules and Regulations has occurred or is taking place.

14. Transfer. This Agreement may not be transferred or reassigned. **Meal accesses may be used only by you.** A room may be occupied only by you.

15. Dining Plan Participation.

- A.** The Dining plan include access to the Washakie Dining Center.
- B.** All individuals who stay longer than a week are required to participate in a dining plan.
- C.** If you stay longer than a week and do not select a dining plan you will automatically be assigned the Any 9-accesses dining plan. To change your plan, you will need to fill out a meal-plan change

form at the RLDS Office located in the lower level of the Washakie Center during the business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.

- D. If you have special dietary needs please contact the Dining Services dietitian at: (307) 766-3175.
- E. WyoOne Card identification is required for entrance into the Washakie Dining Center. Washakie Dining Center hours of operation are outlined on the RLDS website at:
<http://www.uwyo.edu/reslife-dining/summer/>

16. Abandoned Property. Property left behind by you following the termination of this Agreement is considered abandoned. You will be charged for any costs incurred by moving or removing property from the Resident Halls or Honors House. Abandoned items will be subject to the University disposal procedures.

17. Damages. You agree to pay for damages to the building, including fire damage, any damaged or missing furniture, any lost property, changes to locks or keys, or any service costs due to your actions or neglect. You may be held financially responsible for repair of all damages incurred by either you or your guests to University or personal property of others.

18. Liability. By signing this Agreement, you agree that the University is not liable to you or your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of other persons, including without limitation theft, burglary, assault, vandalism, or other crimes. You also agree that the University is not liable to you or your guests for personal injury or damage or loss of personal property, from any cause including, but not limited to, fire, smoke, rain flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by University's gross negligence or willful misconduct. The University does not provide any insurance coverage for your personal property of any kind. **You are encouraged to obtain renter's insurance or other similar insurance for losses to you from these or other causes.**

19. General Provisions.

- A. Modifications.** Modifications to this Agreement are not permitted unless written approval is obtained from the Executive Director of RLDS or his/her designee. All requests for modification must be submitted in writing to the Executive Director of RLDS. You must keep a written copy of any approved exceptions.
- B. Applicable Laws.** The University shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training,

compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

- C. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- E. Indemnification.** You agree to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from or related to this Agreement.
- F. Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- G. Notices.** A copy of any notice concerning a breach, alleged breach, or dispute arising under this Lease shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000
- H. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- I. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- J. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.