

2018-2019 Residence Life & Dining Services Contract Terms and Conditions

Please read all provisions of this contract; you are legally bound by these terms and conditions for the entire academic year.

1-866-653-0212 or 307-766-3175 Web Address: www.uwyo.edu/reslife-dining E-mail: reslife-dining@uwyo.edu

(Please notify the Department of Residence Life & Dining Services if you need to receive this contract in another format.)

Read this document carefully prior to signing your Residence Life & Dining Services Contract. The contract is a legally binding document for the entire academic year. The Residence Life & Dining Services options described are offered under the terms and conditions stated herein.

“New Student” Live-In Requirement

The University of Wyoming (UW) Trustees established a policy requiring all new students to live in UW residence halls during their first academic year on campus and to take a minimum of 12 accesses per week dining plan. Exemptions from this requirement include students who:

- are over the age of 21;
- have completed two semesters as a full-time student or the equivalent credit hours at a prior university or college (24 credit hours – does not include credits earned while student was concurrently enrolled in high school);
- are married;
- are a single parent with custody of child(ren);
- are living on property owned by parents, grandparents, sibling(s) or legal guardians, or live within a 60-mile driving distance from Laramie;
- have documented medical or health conditions prohibiting residence hall living (supporting documentation of condition must be supplied by student).

Exemption to New Student Live-In Policy

Exemption forms may be completed online through the Residence Life & Dining Services contract portal. You will receive written notice when your exemption has been reviewed. You must apply for exemption prior to **4:30 p.m. on August 17, 2018.**

CONTRACT

Eligibility

- a. To be eligible for occupancy in UW residence halls, you must be admitted and enrolled at the University of Wyoming and carrying an academic load of **six** credit hours or more. Seniors in their last semester prior to graduation and graduate students may be enrolled in fewer than six credit hours. (Exceptions can be requested with the Executive Director of Residence Life & Dining Services or his/her designated Residence Life & Dining Services administrator.)
- b. Residence Life & Dining Services reserves the right to use a student’s disciplinary status as a factor in eligibility for on-campus housing.

Contract Transfer or Reassignment

A Residence Life & Dining Services Contract may not be transferred or reassigned. **Meal accesses may be used only by the individual to whom the contract is issued.** A room may be occupied only by the student(s) to whom the contract is issued.

Contract Period

- a. This 2018-2019 academic year contract is between the student and the University of Wyoming, effective from August 19, 2018 to December 19, 2018, and January 20, 2019 to May 18, 2019 (or on the date of the last final). Changes to these contract dates must be approved in writing by the executive director of Residence Life & Dining Services.
- b. **This contract is binding for the entire academic year or that portion of the academic year remaining at the time of occupancy.** Failure to check into the assigned residence hall room does not release a student from his/her contractual agreement.
- c. The resident agrees to vacate the assigned room within 24 hours of his/her last final for each semester, but no later than the designated hall closing date and time.

The resident agrees to vacate the assigned room within 24 hours (1) upon loss of status as an enrolled student during this contract (as defined within the “Eligibility” section of this contract); (2) resident fails to register for course work; or (3) resident is given notice of eviction.

Facilities & Space Assignment

This contract applies to all residence halls (Orr, Downey, McIntyre, and White Halls), the Honors House, and the Washakie Dining Center.

- a. Room charges include water, electricity, satellite tv, computer lab access, social fee, and internet to the residence hall rooms, which enables you to connect to the UW computer network.
- b. Room assignments will be made on a date-priority basis according to the date the contract and deposit is received in the Residence Life & Dining Services office. Failure to honor a preference does not negate the terms of this agreement.
- c. Residence Life & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/ buildings as necessary.
- d. Residence Life & Dining Services reserves the right to assign students to short-term or temporary housing.
- e. Residence Life & Dining Services reserves the right to consolidate vacancies by requiring residents to move from single occupancy to double occupancy. When Residence Life & Dining Services 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.
- f. Residence Life & Dining Services 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.
- g. Residence Life & Dining Services reserves the right to enter rooms for safety, health, and maintenance purposes or where there is reasonable cause to believe a violation of university rules and regulations has occurred or is taking place.
- h. Residence Life & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.
- i. Reasonable efforts will be made to ensure availability of satellite TV and/or Internet services. Services outage for upgrades, routine maintenance, equipment of service failures, or emergency servicing will happen over the course of the year and UW shall have no liability for any outages or interruptions, surges or failure of these telecommunications services or any damage directly or indirectly cause by the interruption, surge or failure. Resident hereby releases UW from any and all such claims and waives any claims due to such outages, interruptions or fluctuations.

Dining Plan Participation

Dining plan charges include access to the Washakie Dining Center and Dining Dollars (\$50 Dining Dollars for the 9-, 12-, 15-, and unlimited accesses/week dining plans, and any additional Dining Dollars purchases).

- a. All residents are required to participate in a dining plan.
- b. Students who do not select a dining plan on their contract will automatically be assigned the Unlimited-accesses dining plan.
- c. Students may change their dining plan once per semester by September 28, 2018 in the fall semester or by February 22, 2019 in the spring semester. To change your plan, you will need to fill out a meal-plan change form at the Residence Life & Dining Services office located in the lower level of the Washakie Center during business hours of 8 a.m. to 5 p.m., Monday through Friday.
- d. Students with special dietary needs must contact the Dining Services dietitian.
- e. WyoOne card identification is required for entrance into the Washakie Dining Center at all times.
- f. Residence hall and Washakie Dining Center hours of operation are outlined on our website.

CONTRACT RATES AND PAYMENT

Room and Dining Plan Rates

Room and dining plan rates for 2018-2019 will be approved by the Board of Trustees in early spring. After approval by the Board of Trustees, the rates will be available in the Residence Life & Dining Services office and posted on the Residence Life & Dining Services website.

Deposit

- a. Incoming freshman and transfer students enrolling in their first-time semester at UW must pay the UW enrollment deposit, which includes a \$100 housing deposit, before completing their Residence Life & Dining Services Contract. Students returning to UW must pay the \$100 housing deposit when they complete the Residence Life & Dining Services Contract. **Please note that scholarships, grants, and financial aid cannot be applied to deposits.**
- b. Deposits will be held by the University for the entire period of residence. Upon fulfilling the contract, the full deposit amount will be credited to your account. The deposit will be applied toward the payment of any university obligations.

Charges

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.

Payment Options

Payments can be made according to the terms and conditions of the UW Institutional Payment Plan. Contact Accounts Receivable regarding this plan, (307) 766-6232. Any financial aid received will be applied to the balance owed.

Payment Procedures

You promise to pay the University charges for room and dining plan in the manner indicated on the Residence Life & Dining Services Contract.

- a. Room and dining plan payments are due according to the terms and conditions of the UW Institutional Payment Plan.
- b. Room and dining plan payments should be made to the office of the Cashier and in accordance with the terms and conditions of the UW Institutional Payment Plan.
- c. If room and dining plan charges are not paid according to the contracted payment schedule, you may be required to vacate your room upon notice and meal privileges will be terminated immediately. Arrangements must be made with the Accounts Receivable office for payment of past due obligations upon receipt of notice.
- d. You may not be permitted to re-enroll or receive a transcript if any university charge is unpaid.

Eviction for Nonpayment

If you are evicted from Residence Life & Dining Services for nonpayment but remain enrolled at the University of Wyoming, you are responsible for paying all remaining room and dining plan charges for the contract period and properly checking out of your residence hall. Eviction may take place immediately upon notice. *The entire deposit is forfeited.*

Room and Dining Plan Refund Policy for Withdrawal from the University: General Students

- a. If you are not receiving Federal Financial Aid, you will receive a prorated refund based on the actual date of official check-out from the halls per contract cancellation policy.
- b. Refunds will not be granted for cancellations or withdrawals that occur during the last two weeks of a semester.
- c. Failure to use the room and/or dining plan does not release you from this contract.
- d. Meal plan refund amount is pro-rated from the first available meal of semester on a weekly basis effective the following Sunday for weekly meal plans.

Federal Financial Aid Recipients

In accordance with Federal law, room and dining plan charges for Federal Aid recipients will be refunded in the following manner. When a student who receives Federal Financial Aid withdraws from the university, he or she may owe a repayment of federal funds and/or be due a refund from UW or owe an additional amount to UW. The Federal Return of Funds policy will be applied before any refund due under the UW policy is disbursed. For details on the application of these policies to a specific situation, please consult with the Accounts Receivable Office, 172 Knight Hall, (307) 766-6232.

CONTRACT CANCELLATION AND DEPOSIT REFUNDS

Contract Cancellation

All cancellations must be in writing. Deposits will be refunded based on the receipt of your written contract cancellation request in the Residence Life & Dining Services office and per the refund policy.

Deposit Refunds

- a. If written cancellation of the contract is received before May 1, 2018, then 100% of the deposit will be refunded to the student's account.
- b. No deposit refund will be granted on or after May 1, 2018 unless the full terms of the contract are fulfilled.
- c. For spring semester only contracts, if written cancellation of the contract is received before December 15, 2018, then 100% of the deposit will be refunded to the student's account.
- d. For spring semester only contracts, no deposit refund will be granted on or after December 15, 2018 unless the full terms of the contract are fulfilled.
- e. Any exceptions to this policy must be approved by the Executive Director of Residence Life & Dining Services & Wyoming Union or his/her designated administrator. The entire deposit is forfeited in the event you are evicted from the residence halls or dining services for disciplinary or financial reasons.

Failure to Occupy Assigned Room

Residents who are not signed up for classes at the University of Wyoming, and who do not check into their room by midnight of the first day of classes, will be declared a “no-show.” Their room assignment will be canceled, deposit forfeited, and they are subject to a \$200 fee unless Residence Life & Dining Services has been notified in advance or if the Resident was unable to check in due to extenuating circumstance as determined by Residence Life & Dining Services.

Contract Release

After **July 31, 2018 at 4:30 p.m.**, contract holders must be officially released, through the Contract Release Process, from the UW Residence Life & Dining Services Contract to discontinue room and dining plan charges (for spring semester only contracts, contract holders must go through the Contract Release Process after December 15 at 5 p.m.). Procedures for release are available in the Residence Life & Dining Services office. Requests for release must be completed and submitted to the Executive Director of Residence Life & Dining Services for review and response. Failure to use the room and/or dining plan does not automatically release you from this contract and its financial obligations. *The entire deposit will be forfeited upon contract release. Room refunds are prorated on a nightly rate from the date of official checkout. Dining plan refunds are prorated on a weekly basis (Sunday-Saturday) from the date of official checkout. Dining Dollars are not refundable.*

Fraternity and Sorority Life Waiver

The Fraternity and Sorority Life waiver is defined as the suspension of a resident’s meal plan obligations to their Residence Life & Dining Services contract and is allowed upon petition to the Dean of Students Office. A successful petition is confirmed by the signature of the Dean of Students office, Fraternity and Sorority Life Adviser, and the Residence Life & Dining Services designees on the Fraternity/Sorority Residence Life & Dining Services Meal Plan Exception Request Form. All charges for dining plans will continue until signed approval by the Residence Life & Dining Services staff has occurred.

Contract Termination

Nonfreshmen or those exempt from the requirements to live on campus, may choose to terminate this contract by paying 50 percent of remaining financial obligation of room and dining plan charges for the academic year. Application of this policy may be appealed under guidelines established by the President or his/her designee. *The entire deposit is forfeited.*

Disciplinary Eviction

If you are evicted from the residence halls for disciplinary reasons, you may be responsible for paying all outstanding room and dining plan charges. Eviction may take place immediately upon notice. Please refer to the Apartments & Residence Halls Policies publication for disciplinary policies and processes. *The entire deposit is forfeited.*

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 Residence Life & Dining Services Office, and officially check out of your residence hall within 72 hours of the withdrawal date. Dining Plans are pro-rated as of the end of the week the contract 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 residence hall. *The entire deposit is forfeited.*

Graduation, Internships, Exchange Programs, Student Teaching, Military Service

Students released from the contract due to graduation, exchange programs, student teaching, joining the military, and/or internships outside of Laramie, Wyoming will have their contract terminated upon receipt of proper documentation. See Contract Release Section. *The entire deposit will be refunded.*

Note: Students participating in the **College of Education Phase IIIA practicum** may contact the office of Residence Life & Dining Services to submit a request for eligibility for special accommodations.

BEHAVIORAL EXPECTATIONS

You agree to abide by the *Apartments & Residence Halls Policies* as outlined in the *UW Residence Life & Dining Services Contract, and Policies and Procedures for Residence Halls and Dining Services*; the *University of Wyoming Student Code of Conduct* pamphlet; and local, state and Federal laws. Failure to do so may result in rescinding the use of all or part of residence hall or dining privileges, disciplinary eviction, responsibility to pay all room and dining plan charges for the remaining dates of the contract and other appropriate sanctions. You will be immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of yourself or others, or unduly interrupts legitimate operational processes of the University. The *Apartments & Residence Halls Policies publication* is available at the Residence Life & Dining Services office and is available Residence Life and Dining Services website http://www.uwyo.edu/reslife-dining/halls/publications_and_documents.html

PROPERTY AND DAMAGES

Abandoned Property

Property left behind by residents following agreement termination is considered abandoned. The resident shall be charged for any costs incurred by moving or removing property from premises. Abandoned items will be subject to the UW disposal procedures.

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.

Residents will be held financially responsible for damages and missing items in their community. For damages or missing items in common areas, Residence Life & Dining Services will make every effort to determine the individual(s) responsible for the damage so they may be charged. However, if specific responsibility cannot be reasonably determined, Residence Life & Dining Services will divide the cost of repair/replacement for damaged or missing items equally among the residents of that community. This action will be taken in instances where the combined cost per residents exceeds \$5.

Governmental and Sovereign Immunity

The University does not waive its governmental or sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this contract. 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.

In addition, the Department of Residence Life & Dining Services personnel reserve the right to deny living arrangements to you if your presence may be detrimental or disruptive to the hall or floor environment. University Residence Life & Dining Services personnel reserve the right to deny access to the Dining Service facilities when students and/or their guests are disruptive in that environment.

Contract Modifications

Modifications and/or exceptions to the Residence Life & Dining Services Contract are not permitted without advance written approval from the Executive Director of Residence Life & Dining Services, or a designated administrator. All requests for approval must be submitted in writing and will be responded to in writing. You must keep a written copy of any approved exceptions. The University reserves the right to modify the provision of services in whatever manner it determines appropriate.

The University shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

The University of Wyoming, in compliance with Federal regulations, has compiled a report on public safety that lists safety procedures, education programs, reporting procedures, and crime statistics for the previous three years. To obtain a copy, please call (307) 766-5188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or <http://www.uwyo.edu/UWPD/>