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 during the fall semester. 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);
- are married;
- are a single parent with custody of child(ren);
- are living on property owned by parents or legal guardians, or live within a 60-mile driving distance from Laramie;
- have documented medical or health conditions prohibiting residence hall living.

Exemption forms are available at the Residence Life & Dining Services Office. You may also write or call, and we will send you the form. You will receive a written decision when your exemption has been reviewed. You must apply for exemption prior to 5 p.m. on August 18, 2010—the day before the halls open.

CONTRACT
You must apply for exemption prior to signing this contract; you are legally bound by these terms and conditions for the entire academic year.

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 2010-11 academic year contract is between you and the University of Wyoming, effective from August 19, 2010 to December 11, 2010, and January 7, 2011 to May 7, 2011 (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; (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, Crane, Hill, McIntyre, and White Halls), the Honors House, 1615 Fraternity Row and the Washakie Dining Center.

a. Room charges include water, electricity, basic cable television service, computer lab access, social fee, and housing 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 one 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 disciplinary action and 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.

Dining Plan Participation
Dining plan choices include access to the Washakie Dining Center and PLU$$ money ($50 PLU$$ for the 12-, 15-, and unlimited-accesses/week dining plans, and PLU$$ upgrades to any plan).

a. All residents are required to participate in the 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 prior to September 24, 2010 in the fall semester or prior to February 11, 2011 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 the business hours of 8 a.m. to 5 p.m., Monday through Friday.

d. Students with special dietary needs must contact the Dining Services nutritionist.

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 in the Residence Life & Dining Services Handbook, which will be mailed to you with your room assignment.

CONTRACT RATES AND PAYMENT
Room and Dining Plan Rates
Room and dining plan rates for 2010-11 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 freshmen and transfer students enrolling in their first full-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 contract payment schedule, you may be required to vacate your room upon notice and meal privileges will be terminated immediately.

d. Arrangements must be made with the Accounts Receivable office for payment of past due obligations upon receipt of notice.

e. You may not be permitted to re-enroll or receive a transcript if any university charge is unpaid.

Eviction for Nonpayment
Please note that scholarships, grants, and financial aid cannot be applied to deposits.
If you are evicted from Residence Life & Dining Services for non-payment 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 pro-rated refund based on the actual date of official check-out from the housing contract category.

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.

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, 305 Knight Hall, (307) 766-6232.

Deposit Refunds

a. If written cancellation of the contract is received before May 1, 2010, then 100% of the deposit will be refunded to the student’s account.

b. No refund will be granted on or after May 1, 2010 unless the full terms of the contract are fulfilled.

c. Spring semester only contracts, if written cancellation of the contract is received before January 3, 2011, then 100% of the deposit will be refunded to the student’s account.

d. 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.

Exemption to New Student Live-In Policy

Exemption forms are available at the Residence Life & Dining Services office. You also may write or call to receive the form. You will receive written notice when your exemption has been reviewed. 100% of the deposit will be refunded to the student’s account if an exemption is granted before August 18, 2010. After August 18, 2010, any student holding a contract must go through the contract release process as outlined in this document.

Contract Release

After August 18, 2010, contract holders must be officially released, in writing, from the UW Residence Life & Dining Services Contract to discontinue room and dining plan charges. 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 & 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.

PROPERTY AND DAMAGES

Abandoned Property

If the resident vacates or abandons a residence hall room and leaves personal property remaining in the hall, the personal property shall be deemed abandoned and left to the disposal of the University. Personal property remaining on or around the premises may be packaged and removed by the University. Packing, moving, and storage fees may be assessed to the resident. The resident may be charged a minimum packing fee of $30 per hour, and any fees incurred, per the terms of the Residence Life & Dining Services Contract.

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.

Governmental and Sovereign Immunity

The University does not waive its governmental or sovereign immunity by entering into this contract and therefore retains all immunities and defenses provided by law with regard to any claims or suits 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 Government 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 considered and acted upon based on the University’s discretion and any approved exceptions. The University reserves the right to modify the provision of any services in whatever manner it determines appropriate.

The University of Wyoming is an affirmative action/equal opportunity employer and institution and does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, veteran status, sexual orientation, or political belief in any aspect of employment or services. The institution’s educational programs, activities, and services offered to students and/or employees are administered on a nondiscriminatory basis subject to the provisions of all civil rights, laws, and statutes. Evidence of nondiscrimination is determined by policy as stated at the Employment Practices Officer at (307) 766-3459. 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) 766-8188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or http://www.uwyo.edu/UPD/