Facilities & Space Assignment

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:

a. are over the age of 21;

b. have completed two semesters as a full-time student or the equivalent credit hours at a prior university or college (24 credit hours);

c. are married;

d. are a single parent certified by parents or legal guardians, or live within a 60-mile driving distance from Laramie;

e. have documented medical or health conditions prohibiting residence hall living.

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. You must apply for exemption prior to 4:30 p.m. on August 17, 2011—the day before the halls open. 100% of the deposit will be refunded to the student’s account if an exemption is granted before August 17, 2011, after which any student holding a contract must go through the contract release process as outlined in this document and the entire deposit will be forfeited.

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 designee.)

b. Residence Life & Dining Services reserves the right to use a student’s WyoOne Card identification is required for entrance into the Dining Services nutritionist.

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 hardwiring 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 release a student from his/her contractual 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 at no additional charge.

f. Residence Life & Dining Services reserves the right to change room assignments for health, safety or repair reasons; for the unresolved incompatibility of roommates; or for 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 charges include access to the Washakie Dining Center and Dining Dollars “formally known as PLU$$ money” ($50 Dining Dollars for the 12-week unlimited accesses/week dining plans, and Dining Dollars 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 by September 23, 2011 in the fall semester or by February 10, 2012 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 2011-12 will be approved by the Board of Trustees in early spring. After approval by the Board of Trustees, the rates will be mailed to you with your room assignment.

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, 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 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 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.

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 more information, please contact the Office of the Accounts Receivable, 250 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, 2011, then the refund will be prorated to the student’s account.

b. No deposit refund will be granted or after May 1, 2011 unless the full terms of the contract are fulfilled.

c. For spring semester only, if written cancellation of the contract is received before January 3, 2012, 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.

Contract Release
After August 17, 2011 at 4:30 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 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-Sunday) from the date of official checkout. Dining Dollars are not refundable.

Greek Waiver
The Greek waiver is defined as the suspension of a resident’s obligation 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, Greek Adviser, and the Residence Life & Dining Services designees on the Fraternity/ Sorority Residence Life & Dining Services Exception Request and the Residence Life & Dining Services Change of Status Form. All charges for room and/or dining plan will continue until signed approval by the Residence Life & Dining Services staff and check-out (per procedures) of residence hall facilities has occurred. The entire deposit is forfeited.

Contract Termination
Non-residence, or those exempt from the requirements to live on campus, may contract 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 Residence Life & Dining Services Responsibilities and Rights 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 Office of the Dean of Students Office, the Residence Life & Dining Services Office, and officially check out of your residence hall within 24 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.

Gradsations, Internships, Exchange Programs, Student Teaching
Students released from the contract due to graduation, exchange programs, student teaching and/or internships outside of Laramie, Wyoming will have their contract terminated upon receipt of proper documentation. You will not be required to pay any portion of the balance due. A full refund of the deposit will be refunded.

Note: Students participating in the College of Education Phase III 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 Responsibilities and Rights for Residence Halls and Dining Services as outlined in the UW Residence Life & Dining Services Contract, and Responsibilities and Rights 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.

Responsibilities & Rights information is available at the Residence Life & Dining Services office and will be mailed with your room assignment.

PROPERTY AND DAMAGES
Abandoned Property
If the resident vacates or abandons a residence hall room and leaves personal property in the hall or about the premises, the 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 at the resident’s expense. 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.

Damasges
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 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 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 Services 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.

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