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 access 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
The 2016-2017 academic year contract is between the student and the University of Wyoming, effective from August 21, 2016 to December 17, 2016, and January 15, 2017 to May 13, 2017 (or on the date of the last final). Changes to these contract dates must be approved by writing to the executive director of Residence Life & Dining Services.

c. 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 does not release the student from obligations of the contract.

d. 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 departure.

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.

Room charges include water, electricity, television service, computer lab access, social fee, and Internet to the residence hall rooms, which enables you to connect to the UW computer network.

Room assignments will be made on a date-priority basis according to the deposit dates. Deposits can be made at the Residence Life & Dining Services office. Failure to honor a preference does not negate the terms of this agreement.

Residence Life & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.

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 and the change in occupancy will not be compensated. Failure to accept an assigned roommate may result in additional charges.

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.

Residence Life & Dining Services reserves the right to enter rooms for safety, health, and maintenance purposes or where there is reasonable belief of a violation of university rules and regulations that has occurred or is taking place.

Residence Life & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.

Reasonable efforts will be made to ensure availability of cable and 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 technologies, communications services, or internet service because of 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 12-, 15-, and unlimited access plans). Dining plan rates for 2016-2017 will be approved by the Board of Trustees.

Room and Dining Plan Rates
Room and dining plan rates for 2016-2017 will be approved by the Board of Trustees.

Deposit
a. Incoming freshman and transfer students enrolling in their first-time semester at UW must pay the enrollment deposit, which includes a $100 housing deposit, before completing their UW Residence Life & Dining Services Contract. Students returning to UW must pay the $100 housing deposit when they complete the Residence Life & Dining Services Contract.

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

Room and dining plan rates for 2016-2017 will be approved by the Board of Trustees.

Contracts may be cancelled at any time within the semester, or portions of the contract if facilities are deemed unusable.

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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 proportional 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. A student may use the room and/or dining plan if they are not released from their contract.

Federal Financial Aid Recipients
In accordance with Federal Financial Aid and dining plan charges for Federal Aid recipients will be refunded in the following manner.

1. If you are not receiving Federal Financial Aid, you will receive a proportional refund based on the actual date of official check-out from the halls per contract cancellation policy.

2. Return of Federal Aid Funds 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, 2016, 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, 2016 unless the full terms of the contract are fulfilled.
c. Spring semester only contracts, if written cancellation of the contract is received before January 15, 2017, 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.

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 cancelled, deposit forfeited, and they are subject to a $200 fee unless RLDS has been notified in advance or if the Resident was unable to check in due to extenuating circumstances as determined by RLDS.

Contract Release
After July 31, 2016 at 4:30, contract holders must be officially released, from, in writing, the UW Residence Life & Dining Services Contract to dismiss a contract and any remaining 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 procedures to dismiss, and you will be automatically released 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.

Greek Waiver

The Greek waiver is defined as the suspension of a resident’s 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, Greek Advisor, and the Residence Life & Dining Services designates 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
A resident who is 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 released from the 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 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 used to satisfy any outstanding balance officially checked out of your residence hall. The entire deposit is forfeited.

Graduation, Internships, Exchange Programs, Student Teaching
Students electing to graduate due to graduation, exchange programs, student teaching 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.

Behavioral Expectations
You agree to abide by the Policies and Procedures for Residence Halls and Dining Services as outlined in the UWF 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 check into your room/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 others, or unduly interrupts legitimate operational processes of the University. Policies and Procedures information is available at the Residence Life & Dining Services office and you will receive your Residence Life & Dining Services Handbook and Policies & Procedures when you check-in on move-in day.

Property and Damages
Abandoned Property
If you do not pay all damages to the building, including, but not limited to fire and water 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 repairs of all damages to University property or personal property of others caused by you or your guests. The damages you owe and are financially responsible for pursuant to this section will be solely determined by the University. The University is not responsible for loss or damage to your personal property and does not provide insurance or other coverage for such personal property.

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 Wyoming 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 promotes, or is or is perceived of as being 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 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 or modifications to your contract and acknowledge 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 non-discrimination, 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, marital status, pregnancy, sexual orientation, gender identity, sexual violence, 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) 766-3188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 University Avenue, Laramie, WY 82071 or http://www.uwyo.gov/UWPD/