Facilities & Space Assignment

To register for course work; or (3) resident is given notice of eviction. The resident agrees to vacate the assigned room within 24 hours (1) upon expiration of Contract Period

A Residence Life & Dining Services Contract may not be transferred to another person or entity. You may also write or call to receive the form. You will receive this contract in another format.)

Eligibility

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 an academic load of 24 credit hours; have completed two semesters as a full-time student or the equivalent credit hours at a prior university or college; 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 may also 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 21, 2013—the day before the halls open. 100% of the deposit will be refunded to the student’s account if an exemption is approved by August 21, 2013, 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 an academic load of 24 credit hours; have completed two semesters as a full-time student or the equivalent credit hours at a prior university or college; have documented medical or health conditions prohibiting residence hall living.

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

a. This 2013-14 academic year contract is between the student and the University of Wyoming, effective from August 22, 2013 to December 14, 2013, and January 10, 2014 to May 10, 2014 (or on the date of 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 vacate 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 a meal-plan charge. These charges do not include access to the internet or 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.
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 you are occupying the 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 contraction 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 determined. For specific circumstances where the student is unable to return to campus, please consult with the Accounts Receivable Office, 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, 2013, the contract will be considered void and deposit will be refunded to the student’s account.
b. No deposit refund will be granted on or after May 1, 2013 unless the full terms of the contract are fulfilled.
c. For spring semester only contracts, if written cancellation of the contract is received before January 3, 2014, 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, or a 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 move into their dorm 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 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 August 9, 2013 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 on the “Contract Release” page of 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 weekly basis from the date of official check-out. Dining plan refunds are prorated on a weekly basis (Saturday-Sunday) from the date of official check-out. 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 Advisor, and the Residence Life & Dining Services Designee on the Fraternity/Sorority Residence Life & Dining Services Request Form. Requests for room and/or dining plan changes must be completed and submitted to the Executive Director of Residence Life & Dining Services & Wyoming Union. Requests for room and/or dining plan changes must be completed and submitted to the Residence Life & Dining Services office and will be responded to in writing. You must keep a written copy of any communications as evidence of your request.

Contract Termination
Notification of the request to terminate the existing residence halls or dining plan commitments may be made to the Executive Director of Residence Life & Dining Services. Any notification for termination of the contract must contain the name and signature of the student. The entire deposit is forfeited.

Discretionary 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 Dean of Students Office, the Residence Life & Dining Services Office, and officially check out of your residence hall within 24 hours of the last day of your residence hall occupancy. If you do not check out your residence hall within 24 hours of the last day 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
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. See Contract Release Section. The entire deposit will be refunded.

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 revocation of 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 by the University, Packing, moving, and storage fees may be assessed to the resident. The resident may be charged a minimum packing fee, 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 fully retains all immunities and defenses provided by law with respect 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 your if your presence may be detrimental or disruptive to the hall or those 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 is 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 communications as evidence of your request.

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, without discrimination on the basis of race, 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 campus safety that includes crime statistics for crime reporting offenses, including crimes such as murder, forcible rape, robbery, aggravated assault, burglary, larceny, fraud, motor vehicle theft, arson, and non-forcible rape, and the hate crimes, if any, that occurred on or off campus. To obtain a copy, please call (307) 766-3188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or http://www.uwyo.edu/UWPD/