

2023 University of Wyoming Summer Housing and Dining Plan Contract

Please read all provisions of this contract carefully as you are legally bound by these terms and conditions. If you need to receive a printed copy of this agreement, please notify the University of Wyoming Department of Housing & Dining Services, 1-866-653-0212 or living@uwyo.edu.

Parties

This agreement is between you as the student and the University of Wyoming (University).

Applicability

This Agreement applies to all Housing & Dining Services (Housing) housing facilities (excluding apartments) and the Washakie Dining Center.

Eligibility

1. To be eligible for occupancy in Housing facilities, you must be enrolled in a University course or program, either during the summer or for the preceding spring or following fall semester. Exceptions may be granted by Housing.
2. The University reserves the right to use your disciplinary status as a factor in eligibility for living in Housing facilities. In addition, Housing reserves the right to deny living arrangements to you if your presence may be detrimental or disruptive to the hall or floor environment.
3. Housing reserves the right to deny access to the Dining Service facilities when you and/or your guests are disruptive.

Term and Termination

1. This Agreement is for the 2023 summer term or as dictated by start/end dates of courses enrolled in. Please be aware that failure to check into the assigned Housing facility may not release you from your payment obligations under this Agreement. Summer residence hall room bookings and billings are based on the dates provided in the summer housing contract.
2. You agree to vacate the assigned room within 24 hours upon any of the following: (1) expiration of the term of this Agreement, (2) loss of status as an enrolled student, or (3) resident is given notice by the University to vacate the room.
3. The University reserves the right to terminate all or portions of the Agreement if facilities are deemed unusable.
4. Any summer housing cancellation request must be made in writing (living@uwyo.edu) prior to the scheduled arrival date. Credit may not be issued for cancellation requests received after contract check-in date.

Laws, Regulations, Policies, and Procedures

You agree to comply with all applicable laws and University regulations, policies, and procedures, including but not limited to, the following:

1. Apartments & Residence Halls Policies & Procedures. Available online at https://issuu.com/uwyo/docs/housing_dining22_policies_procedures.
2. University of Wyoming Student Code of Conduct. Available online at <http://www.uwyo.edu/dos/conduct/>

You agree and understand that you are subject to the University's conduct process as outlined above. Failure to abide by the above policies, procedures and regulation may result in, but is not limited to, rescinding the use of all or part of the housing or dining privileges, disciplinary removal from the residence halls, and/or responsibility to pay all room and dining plan charges for the remaining dates of the Agreement. Applicable University regulations, policies, and procedures are hereby incorporated into this Agreement. The University reserves the right to revise or amend these documents at any time at our sole discretion without notice.

Trespass

As outlined in UW Standard Administrative Policy and Procedure: Trespass (available at: http://www.uwyo.edu/regs-policies/_files/docs/policies/trespass_sap_8-2-22.pdf), when an individual's actions are deemed to be harmful and/or disruptive to the University and/or its individual members, contrary to the University Policies, rules or regulations, or where the individual's actions are contrary to law, students may be legally barred from University owned or controlled properties, including the residence halls.

Fees and Payment

1. Room and dining plan rates for 2023 Summer session are posted in the University Fee Book available at: http://www.uwyo.edu/budget-finance/financial-affairs/_faffles/docs/fee-book/studentfeebook-fy2023-06.23.2022.pdf. By signing this agreement, 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.
2. Payments can be made according to the terms and conditions of the University Installment Payment Plan. Please contact the Financial Services Business Office regarding this plan, (307) 766-6232 or view the current policy here-<http://www.uwyo.edu/fsbo/>.
3. If any charges applicable to this Agreement are not paid according to the contracted payment schedule, you may be required to vacate your room immediately. In addition, you may not be permitted to re-enroll or receive a transcript.
4. If you are a University employee, you agree that the University can deduct any outstanding fees related to this Agreement from your next paycheck.
5. Arrangements must be made with the Financial Services Business Office for payment of past due obligations. For more information, please see: <http://www.uwyo.edu/fsbo/>.
6. Failure to use the room and/or dining plan does not release you from this contract.

Withdrawal from the University

1. If you withdraw or are suspended from the University, you must initiate the process with the Dean of Students Office, the Housing Office, and officially check out of your room within 24 hours of the withdrawal date. Dining Plans are pro-rated as of the end of the meal week (Friday – Thursday) the Agreement 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 room.
2. For details on the application of these policies to a specific situation, please consult with the Financial Services Business Office, 250 Knight Hall (307) 766-6232.

Removal from Residence Halls

1. Removal for Nonpayment: If you are removed from a university housing facility for nonpayment, but remain enrolled at the University, you are responsible for paying all remaining room and dining plan charges for the Agreement period and properly checking out of your residence hall. Removal from the residence halls may take place immediately upon notice.
2. Disciplinary Removal: If you are removed from a Housing facility for disciplinary reasons, you may be responsible for paying all outstanding room and dining plan charges. Removal from the residence halls may take place immediately upon notice.

Room Assignments

1. Room assignments will be made on a date-priority basis according to the date the Agreement is received and dates requested.
2. The University reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.
3. The University reserves the right to assign students to short-term or temporary housing.
4. The University reserves the right to consolidate vacancies by requiring residents to move from single occupancy to double occupancy. When Housing 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.

5. The University 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.

Utilities

The University agrees to furnish water, electricity, satellite television service (in community lounges), and internet to your room. The University is not responsible/liable for your use of the Internet. The University will make reasonable efforts to provide continuous service but cannot guarantee uninterrupted service. The University is not responsible for any loss to you as a result of interrupted service.

The University's Right to Enter

The University reserves the right to enter your room, with or without notice, for safety, health, and maintenance purposes or where there is reason to believe a violation of law or University Rules and Regulations has occurred or is taking place.

Transfer

This Agreement may not be transferred or reassigned. Meal accesses may be used only by you. A room may be occupied only by you and, if applicable, your assigned roommate (who has a completed housing application and been approved for stay).

Dining Plan Participation

1. The Dining plan includes access to the Washakie Dining Center.
2. All individuals who stay longer than a week (7 concurrent days) are required to participate in a dining plan. Exceptions may be granted by Housing.
3. If you stay longer than a week (7 concurrent days) and do not select a dining plan you will automatically be assigned the Any 10-accesses dining plan. To change your plan, please contact the Housing administrative offices, located in the lower level of the Washakie Center, during the summer business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
4. If you have special dietary needs, please contact the Dining Services dietitian at: (307) 766-3175.
5. WyoOne Card identification is required for entrance into the Washakie Dining Center. Washakie Dining Center hours of operation are outlined on the Housing website at: <http://www.uwyo.edu/living/>

Abandoned Property

Property left behind by you following the termination of this Agreement is considered abandoned. You will be charged for any costs incurred by moving or removing property from the Housing facility. Abandoned items will be subject to the University 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.

Liability

By signing this Agreement, you agree that the University is not liable to you or your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of other persons, including without limitation theft, burglary, assault, vandalism, or other crimes. You also agree that the University is not liable to you or your guests for personal injury or damage or loss of personal property, from any cause including, but not limited to, fire, smoke, rain flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by University's gross negligence or willful misconduct. The University does not provide any insurance coverage for your personal property of any kind. You are encouraged to obtain renter's insurance or other similar insurance for losses to you from these or other causes.

General Provisions

1. **Modifications.** Modifications to this Agreement are not permitted unless written approval is obtained from Housing. All requests for modification must be submitted in writing to Housing (email address: living@uwyo.edu). You must keep a written copy of any approved exceptions.
2. **Applicable Laws.** The University shall fully adhere to all applicable local, state, and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
3. **Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
4. **Governmental Claims.** 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.
5. **Indemnification.** You agree to defend, indemnify, and hold harmless the University and its public employees from any and all claims arising from or related to this Agreement.
6. **Interpretation.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
7. **Notices.** A copy of any notice concerning a breach, alleged breach, or dispute arising under this Lease shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

8. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
9. **Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
10. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.