#### 2025-2026 Housing & Dining Services Contract

Please read all provisions of this contract; you are legally bound by these terms and conditions for the entire academic year. Phone: 307-766-3175 Web Address: <u>http://www.uwyo.edu/living/</u> E-mail: living@uwyo.edu

(Please notify the Housing & Dining Services Office if you need to receive this contract in another format.)

## Read this Housing & Dining Services Contract carefully prior to signing. The contract is a legally binding document for the

entire academic year. The Housing & Dining Services options described on the department's website as well as all other documents offered under the terms and conditions stated herein.

#### **Incoming Student Live-In Requirement**

### Incoming Student Live-In Policy

Per UW Regulation 11-8, the University of Wyoming Board of Trustees requires all incoming new students admitted into in-person programs on the Laramie Campus and enrolled in at least six credit hours per semester to live in the residence halls their first academic year on campus and to contract for a residential dining hall plan.

Possible reasons for exemption to these requirements are limited and include:

- 1. Student is 21 years of age or older;
- 2. Student's graduation date from high school (or date student obtained General Education Development (GED) credentials or other approved alternative education credentials) is at least 24 months prior to the first day of classes of the student's first academic year at the University of Wyoming;
- 3. Student is married;
- 4. Student is a single parent with custody of child;
- 5. Student lives in Laramie (or within a 60-mile driving distance from Laramie) with parent(s), grandparent(s), sibling(s), or legal guardian(s);
- 6. Student will live on property purchased by parent(s) or legal guardian(s) while attending UW;
- 7. Student is admitted into and currently pursuing an online degree program;
- 8. Student has completed two semesters as a full-time student, or the equivalent credit hours, at a prior university or college (24 credit hours; credit earned as a high school student or while in high school as dual or concurrent enrollment does not qualify); and
- 9. Student has a disability pursuant to the Americans with Disabilities Act and is approved through the University Disability Support Services Office and Housing and Dining Services for reasonable accommodation to the housing and/or dining plan policy.

### Exemption to New Student Live-In Policy

Request for exemption may be submitted online through the Housing & Dining Services contract portal. You will receive written notice when your exemption has been reviewed. You must apply for exemption prior to 12:00 p.m. on August 11, 2025. For spring semester only contracts, exemption applications must be submitted prior to 12:00 p.m. on January 5, 2026. Students may not be granted an exemption after these dates, even if they meet the criteria listed above.

## 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 and may be granted at the sole discretion of the Associate Vice President of Business Enterprises or their designated Housing & Dining Services administrator.)
- b. Additionally, Housing reserves the right to determine eligibility under a totality of the circumstances, which could include but is not limited to factors such as availability or a student's disciplinary record.

### Contract Transfer or Reassignment

This Housing & Dining Services Contract may not be transferred or reassigned by the student. Meal access may be used only by the student with whom this Contract is issued. A room may be occupied only by the student(s) with whom this Contract is issued.

## Contract Period

- a. This 2025-2026 academic year Contract is between the student and the University of Wyoming, effective from August 23, 2025 to May 16, 2026. Changes to these Contract dates must be approved in writing by the Associate Vice President of Business Enterprises.
- b. This Contract is binding for the entire academic year or that portion of the academic year remaining at the time of Contract completion. Failure to check into the assigned residence hall room does not release a student from his/her contractual obligations.
- c. The student 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.
- d. The student agrees to vacate the assigned room within 24 hours (1) upon loss of status as an enrolled student during this Contract term (as defined within the "Eligibility" section of this contract); (2) student fails to register for course work; or (3) student is given notice by the University to vacate the room.

## Facilities & Space Assignment

This Contract applies to all Housing & Dining residence hall housing facilities (excluding apartments) and the Dining Center.

- a. Room charges include water, electricity, computer lab access, social fee, and internet to the residence hall rooms, which enables students to connect to the UW computer network.
- b. A student's room will be assigned based on how they rank their preferences, such as a specific roommate, room type, and Living Learning Community (LLC). Assignments are made according to the date this Contract is executed and the application fee is received. Housing & Dining will do its best to accommodate a student's preferences but does not guarantee all preferences can be met. Unmet preferences do not negate the terms of this Contract.
- c. Housing & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.
- d. Housing & Dining Services reserves the right to assign students to short-term or temporary housing.
- e. Housing & Dining Services reserves the right to consolidate vacancies by requiring residents to move from single occupancy to double occupancy rooms. When Housing & Dining Services determines that space is available, students may be given the option for double-as-single occupancy charges rather than consolidation. Failure to accept an assigned roommate may result in additional charges.
- f. Housing & 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. With reasonable notice, Housing & 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. Housing & Dining Services reserves the right to terminate all or portions of the Contract if facilities are deemed unusable.
- i. Reasonable efforts will be made to ensure the availability of internet services. Service outages for upgrades, routine maintenance, equipment or 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 telecommunications services or any damage directly or indirectly cause by 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 Dining Center and Dining Dollars.

- a. All dining plans are subject to the University of Wyoming Residential Dining Plan Contract.
- b. All residents of UW residence halls housing facilities (excluding apartments) are required to participate in a Residential Dining Plan.
- c. Students who do not select a dining plan will automatically be assigned the Unlimited 7-day access dining plan.
- d. Students may change their dining plan once per semester by 5:00 pm on September 12, 2025 in the fall semester or by 5:00 pm on February 6, 2026 for the spring semester. To change a meal plan, students must complete a meal-plan change form at the Housing & Dining Services office located in the lower level of the Washakie Center during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday or complete an online change request.

- e. Students seeking a Contract modification on the basis of a medical or disability accommodation should contact Disability Support Services at udss@uwyo.edu.
- f. WyoOne card identification is always required for entrance into the Dining Center.
- g. Residence hall and Dining Center hours of operation are subject to change and can be found on our website (http://www.uwyo.edu/living/).

## CONTRACT RATES AND PAYMENT

### Room and Dining Plan Rates

Room and dining plan rates for 2025-2026 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 Housing & Dining Services office and posted on the Housing & Dining Services website (www.uwyo.edu/living).

## Application Fee

Students who complete a housing application are required to remit a payment of \$250.00 prior to completion of the online application. Of the \$250.00 charge, \$100.00 is a non-refundable Housing & Dining Services application processing fee. The remaining \$150.00 is a housing deposit and will apply toward payment of the first semester room charge on the student account. Any cancellations or deferments on or prior to May 1 are eligible for a refund of the \$150.00 deposit. Cancellations or deferments after May 1 will forfeit the entire \$250.00 remittance.

Students that have completed one academic year and are current residence hall students are not required to pay the \$100.00 application fee but will be required to remit the \$150.00 housing deposit. Any cancellations or deferments on or prior to May 1 are eligible for a refund of the \$150.00 deposit. Cancellations or deferments after May 1 will forfeit the entire \$150.00 remittance.

## 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 Installment Payment Plan. Contact Accounts Receivable regarding this plan at (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 in this Contract.

- a. Room and dining plan payments are due according to the terms and conditions of the UW Installment Payment Plan.
- b. Room and dining plan payments should be made to the Cashier's Office and in accordance with the terms and conditions of the UW Installment Payment Plan.
- c. If payment is made directly to UW Housing and Dining in the form of a check it will need to be made payable to UW Housing and Dining. A \$30.00 charge for each returned check will be assessed. If three (3) personal checks are returned to the University due to insufficient funds, the University will require that all future payments be paid in either certified or cashier's check or money order.
- d. If room and dining plan charges are not paid according to the contracted payment schedule, you may be required to vacate your room upon notice and meal privileges may be terminated immediately. Arrangements must be made with the Accounts Receivable office for payment of past due obligations upon receipt of notice. Failure to pay does not release you from the terms and conditions of this contract.
- e. You may not be permitted to re-enroll or receive a transcript if any University charge is unpaid.

## Nonpayment

Students may be given a notice to vacate their room by the University for nonpayment of their obligated fees. If removed from housing or dining services for nonpayment while remaining enrolled at the University of Wyoming, student is responsible for paying all remaining room and dining plan charges for the contract period and properly checking out of the residence hall. Removal may take place immediately upon notice.

## Room and Dining Plan Refund Policy for Withdrawal from the University: General Students

- a. If not receiving Federal Financial Aid, student will receive a prorated 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. Failure to use the room and/or dining plan is not a release from this Contract.
- d. Meal plan refund amounts will be pro-rated from the date of the contract cancellation.

### 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, 172 Knight Hall, (307) 766-6232.

## CONTRACT CANCELLATIONS

This Contract may be canceled on or prior to August 11, 2025 at 12:00 p.m. for fall semester students, or on or prior to January 5, 2026 at 12:00 p.m. for spring semester students, if the contracting student submits an approved 2025-2026 Housing & Dining Services Contract Cancellation Request Form. For cancellations after these dates, the Contract may only be cancelled through the Contract Cancellation Process. Procedures for cancellation are available in the Housing & Dining Services Office.

### Failure to Occupy Assigned Room

Residents who do not check into their room AND have not registered for classes by midnight of the add/drop date, will be declared a "no-show." Their room assignment will be canceled and their deposit retained, unless Housing & Dining Services has been notified in advance or if the resident was unable to check in due to extenuating circumstance as determined by Housing & Dining Services.

### Contract Cancellation- Exemption After Contract Start Date

Students eligible for one of the named exemptions to the requirement to live on campus in UW Regulation 11-8 (as described in the Incoming Student Live-In Policy section above) after the contract start date, may apply for a cancellation from their contract. Procedures for cancellation are available in the Housing & Dining Services office. Requests for cancellation of this Contract must be completed and submitted to Housing & 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. If determined that a contract holder meets one of the exemption criteria, room refunds are prorated on a nightly rate from the date of official checkout. Weekly Dining plan refunds are prorated on a weekly basis (Friday - Thursday) from the date of official checkout.

### Contract Cancellation- Exemption Prior to Contract Start Date

Those exempt from the requirements to live on campus *prior to the contract start date*, may choose to cancel this Contract by paying 50 percent of remaining financial obligation of room and dining plan charges for the academic year.

### Appeals

Contract cancellations, as described above, may be appealed under guidelines established by the President or his/her designee and available in the Housing & Dining Services office. Students who do not meet the named exemptions listed in UW Regulation 11-8 will NOT be granted a cancellation from their contract absent exigent circumstances at the discretion of the Housing & Dining Services Officer and approval of the Associate Vice President of Business Enterprises.

### Withdrawal from the University

If a student withdraws or is suspended from the University, they must initiate the process with the Dean of Students and the Housing & Dining Services Offices and officially check out of the residence hall within 24 hours of the withdrawal date. *Room and residential meal plan refunds are prorated on a nightly rate from the date of official checkout.* 

## Graduation, Internships, Exchange Programs, Student Teaching, Military Service

Students may cancel their contract due to graduation, exchange programs, student teaching, being called to active military service, and/or internships outside of Laramie, Wyoming. Procedures for cancellation are available in the Housing & Dining Services office. Requests for cancellation must be completed and submitted to Housing & 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.

## Fraternity and Sorority Life Waiver

The Fraternity and Sorority Life waiver is defined as the suspension of a resident's dining plan obligations within their Housing & Dining Services Contract. A successful petition is confirmed by the signature of the Fraternity and Sorority Life Adviser, and the Housing & Dining Services designees on the Fraternity/Sorority Housing & Dining Services Meal Plan Exception Request Form. All charges for dining plans will continue until signed approval by the Housing & Dining Services staff has occurred.

### High Altitude Performance Center Training Tables Waiver

The High Altitude Performance Center Training Tables waiver is defined by the suspension of a resident's dining plan obligations within their Housing & Dining Services Contract and the addition of an Athletics dining plan. A successful petition is confirmed by the signature of the Housing & Dining Services designee on the waiver. All charges for dining plans will continue until signed approval by the Housing & Dining Services staff has occurred.

### **Disciplinary Removal from Residence Halls**

If students are removed from the residence halls for disciplinary reasons, they may be responsible for paying all outstanding room and dining plan charges. Removal from the residence halls may take place immediately upon notice. Please refer to the <u>Apartments &</u> <u>Residence Halls Policies & Procedures.</u>

### Trespass

As outlined in <u>UW Standard Administrative Policy and Procedure: Trespass</u>, when a student'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 students' actions are contrary to law, the student may be legally barred from University owned or controlled properties, including the residence halls.

## **PROPERTY AND DAMAGES**

### Abandoned Property

Property left behind by residents following the cancellation or expiration of this Contract is considered abandoned. The resident shall be charged for any costs incurred by moving or removing property from premises.

### Damages

Students will 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 their actions or neglect. Students may be held financially responsible for repair of all damages incurred by either them or their guests to University property or personal property of others.

Residents will be held financially responsible for damages and missing items in their community. For damages or missing items in common areas, Housing & Dining Services will make every effort to determine the individual(s) responsible for the damage so they may be charged. However, if specific responsibility cannot be reasonably determined, Housing & Dining Services will divide the cost of repair/replacement for damaged or missing items equally among the residents of that community. This action will be taken in instances where the combined cost per resident exceeds \$5.00.

### Animals

Pets are not permitted in residence halls, except for fish contained in aquariums of 20 gallons or less. Students that don't adhere to this expectation may be assessed damage fees and go through the conduct process with the Dean of Students Office. Students with an emotional support animal are expected to work with the University of Wyoming Disability Support Services office and the offices of Residence Life and Housing **prior** to an emotional support animal entering University of Wyoming residential facilities. Completion of and adherence to the Emotional Support Animal agreement is required. The University welcomes service animals.

## **BEHAVIORAL EXPECTATIONS**

All residents agree to abide by the *Apartments & Residence Halls Policies & Procedures*, this UW Housing & Dining Services Contract, the University of Wyoming Student Code of Conduct; 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. Students will be immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of themselves or others, or unduly interrupts legitimate operational processes of the University.

### GENERAL TERMS

By signing this Contract, students agree that the University is not liable to them or their 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. Students also agree that the University is not liable to them or their 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 personal property of any kind. Students are encouraged to obtain renter's insurance or other similar insurance for losses resulting from these or other causes.

### 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, Housing & Dining Services personnel reserve the right to deny living arrangements to anyone if their presence is detrimental or disruptive to the hall or floor environment. University Housing & 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 this Contract are not permitted without advance written approval from the Associate Vice President of Business Enterprises or a designated administrator. All requests for approval must be submitted in writing and will be responded to in writing. Students 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.

Per UW Regulation 4-1, 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, gender identity, genetic information, creed, ancestry, political belief, pregnancy, or any other applicable protected category or participation in any protected activity. The University's nondiscrimination policy applies to all matters relating to its education programs and activities including recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment. The University is also committed to complying with all applicable state and federal statutes, regulations, and Executive Orders related to equal opportunity and has an audit and reporting system to facilitate compliance

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) 766-5188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or http://www.uwyo.edu/UWPD/