2025-2026 University of Wyoming Winter Housing Contract

Please read all provisions of this contract carefully as you are legally bound by these terms and conditions. If you need a printed copy of this agreement, please contact the University of Wyoming Department of Housing & Dining Services Office at 307-766-3175 or living@uwyo.edu.

Parties

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

Applicability

This Contract applies to Housing & Dining Services (Housing) residence hall housing facilities (excluding apartments).

Eligibility

- 1. To be eligible for occupancy in Housing facilities, you must have an active Housing & Dining Services contract for the spring 2026 semester. Exceptions may be granted by the Associate Vice President of Business Enterprises or their designee in their sole discretion.
- 2. 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.

Term and Termination

- 1. This Contract is from December 13, 2025, to January 17, 2026. Please be aware that failure to check into the assigned housing space does not release you from your payment obligations under this Contract.
- 2. You agree to vacate the assigned room within 24 hours upon any of the following: (1) expiration of the term of this Contract, (2) you are given notice by the University to vacate the room, or (3) you no longer meet the eligibility criteria, as defined in this Contract.
- 3. The University reserves the right to terminate all or portions of the Contract if facilities are deemed unusable.

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
- 2. University of Wyoming Student Code of Conduct

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

Trespass

As outlined in the <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.

Fees and Payment

- 1. Room and dining plan rates for 2025-2026 Winter session are posted in the <u>University Fee Book</u>. By signing this agreement, you agree to pay the room and dining rates (if meals are available) for the option 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 Contract 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 payment is made directly to Housing in the form of a check it will need to be made payable to "UW Housing and Dining Services". 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.
- 5. If you are a University employee, you agree that the University can deduct any outstanding fees related to this Contract from your next paycheck.
- 6. 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/.
- 7. Failure to use the room and/or dining plan does not release you from this Contract.

Removal from Residence Halls

- 1. Removal for Nonpayment: If you are removed from a Housing facility for nonpayment, but remain enrolled at the University, you are responsible for paying all remaining room charges for the Contract 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 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 Contract is received and dates requested.
- 2. The University reserves the right to change space designations of facilities 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 provide water, electricity, and internet to your room. The University is not responsible or 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 reasonable 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

- 1. This Agreement may not be transferred or reassigned.
- 2. A room may be occupied only by the student(s) to whom the Agreement is issued.

Abandoned Property

Property left behind by you following the cancellation or expiration of this Contract 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 property or personal property of others.

Animals

Pets are not permitted in residence halls, except for fish contained in aquariums of 20 gallons or less. Students that do not 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.

Liability

By signing this Contract, 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 Contract are not permitted unless written approval is obtained from Housing & Dining Services. All requests for modification must be submitted in writing to the Housing office (email: 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 Contract 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 Contract 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 Contract.
- 6. **Interpretation**. The construction, interpretation and enforcement of this Contract shall be governed by the laws of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Contract 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 Contract 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 Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 9. **Sovereign Immunity**. The University does not waive its sovereign or governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.
- 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.