

Your signature on the Contract indicates that you have read this Contract, and agree to all terms and conditions included in it. **This Contract becomes legally binding when your signed Contract and \$200.00 Security Deposit/Contract Fee are received by the Office of Student Affairs, 750 Bay Shore Street, Marinette, WI 54143**

1. Eligibility

Residents must be enrolled as a student at the University of Wisconsin-Marquette. The Housing Director must be informed in writing by the Resident if he/she drops below 12 credits.

2. Contract Term

This Contract is for the **entire academic year (summer session not included)**, which consists of the fall and spring semesters, or if entered into after the beginning of the academic year, for the remainder of the academic year. Residents who leave school, but again become scheduled for classes during the academic year, are obligated to fulfill the remainder of this Contract.

3. UW-Marquette Obligation

UW-Marquette agrees to furnish the Resident with housing and basic furnishings which are limited to a twin-size (long) bed and mattress, desk and desk chair, dresser, sofa, upholstered chair, coffee table, kitchen table and four chairs, refrigerator, and range. This service is provided under the terms and conditions herein stated and as described in the informational materials which are incorporated by reference as a part of this agreement.

4. Resident Obligation

The Resident agrees to make payment of all fees as specified in the payment section of this agreement and to observe all rules and regulations of the University of Wisconsin-Marquette as stated in the Resident Handbook. The Resident further agrees to honor the terms and conditions stated in this Contract.

5. Rates

The University reserves the right to adjust contract rates during the term of this contract and you agree to pay the rates as adjusted. Adjustment in rates will not be greater than \$100 for the academic year.

NOTE: Rates include water, gas, electricity, air-conditioning, parking, basic cable TV and basic cable internet service. All Residents who live in an apartment that exceeds the average utility rate by 30% will be subject to additional charges.

6. Housing Security Deposit/Contract Fee

A \$200.00 Security Deposit/Contract Fee must accompany the completed Housing Contract in order to make this a legal and binding Contract. \$175.00 serves as a security fund which can be utilized for damages or repairs caused by the Resident. This payment may also be utilized to cover Housing debts or obligations such as rent payment, fines, and assessments, or contract cancellation. A refund of the \$175.00 will be made of the Contract Fees remaining after deducting the costs of any damages, repairs, cleaning, or other Housing debts or obligations. The additional \$25.00 is the contract processing fee.

7. Assignment Policy

UW-Marquette does not discriminate in room or apartment assignment on the basis of race, color, national origin, religion, sex, age, sexual preference, or handicap. UW-Marquette will attempt to honor, whenever possible, requests for particular accommodations.

UW-Marquette reserves the right to assign roommates, to change room or apartment assignments and/or to consolidate vacancies by requiring Residents to move from one accommodation to another. Failure to honor assignment preference does not void this Contract.

8. Room Changes

Residents may change room assignments only with prior authorization from the Housing Director. Unauthorized room changes may result in the Resident being required to move back to his/her authorized assignment, additional costs and/or disciplinary action.

If a student's roommate moves out, the remaining student will be sent a letter outlining the right of first refusal process. The letter will outline three options for the student:

- The remaining resident can rent the room as a single at a prorated additional cost (except in a one-bedroom apartment).
- The remaining resident can have another resident assigned by UW-Marquette move into the room with them.
- The remaining resident can consolidate with another resident in a different apartment or in a different room.

The resident will have five (5) business days to respond to the letter or they will automatically be billed for a single room until they respond to the letter.

9. Payment

Housing payments must be made by choosing one of the following four options:

- Residents can use financial aid if they have received a "Financial Aid Award Offer" (covering the entire housing cost after tuition and fees) and must then complete their "Master Promissory Note" and "Loan Entrance Counseling".

OR

- Residents who have received a "Financial Aid Award Offer" letter (covering a portion of their Housing cost after tuition and fees are covered) and complete their "Master Promissory Note" and "Loan Entrance Counseling". The balance not covered by Financial Aid must be paid prior to moving in and prior to the first day of classes for subsequent semesters or through the payment plan.

OR

- Residents may choose a payment plan option. Every resident is put on this payment plan when they pay their \$200 housing deposit. The following payment dates are posted on the website and follow the academic fee payment plan for tuition. .

OR

- Residents can pay in full for the semester prior to moving in and prior to the 10th day of classes.

Failure to satisfy the financial obligations accrued under this agreement may result in one or more of the following: cancellation of Housing Contract, eviction, and denial of future Housing accommodations. Delinquent accounts may be sought for payment through legal means, the small claims court system, and/or will be sent to a collection agency. Resident will be responsible for all costs for collection in addition to amount being collected. A hold will be put on the student's records at UW-Marquette until full payment is made.

10. Termination or Cancellation of Contract

Residents leaving the University and Student Housing without being granted a "contract termination" by the Office of Student Affairs are responsible for the full cost of the original contract.

Termination By Resident:

- This Contract may be cancelled if written notice of cancellation is received by UW-Marquette prior to the beginning of the term of Contract; the Contract will be cancelled subject to refund and forfeiture policies.
- After the term of the Contract begins, the Resident may apply to UW-Marquette for a Contract termination under the following circumstances:
 - Loss of student status is defined as graduating, transferring to another school, suspension, withdrawal or failure to attend.
 - Assignment to a University-sponsored internship, research or another University program which requires living away from Marinette. Verification required.
 - Completion of graduation requirements during the term of the Contract.
 - Marriage. Presentation in proof of marriage certificate is required.
 - Unusual and compelling circumstances which in the judgment of the university entitle the Resident to special consideration.

By University:

- The University may terminate or temporarily suspend this Contract without notice in the event of a situation which would make continued operation of Student Housing not feasible.
- The University may cancel or terminate this contact if the Resident fails to meet the full terms and conditions stated herein or for violation of University and/or Housing regulations which are made part of this Contract by reference.

11. Contract Cancellation Refund and Forfeiture Schedule:

Refund-

\$175.00 of the Security Deposit/Contract Fee will be processed as a refund when written notice of cancellation is received by the Office of Student Affairs prior to July 1 for Fall semester and prior to December 1 for Spring semester.

Forfeiture-

A Contract cancellation (after July 1 for Fall semester and after December 1 for Spring semester) will subject the Resident to a forfeiture of the \$200.00 Security Deposit/Contract Fee for any of the following, but not limited to:

- Voluntary withdrawal
- Academic suspension from the University
- Cancellation or termination of the contract by the University if the Resident fails to meet the full terms and conditions stated herein or for violation of University and/or Housing regulations.
- Failure to receive financial aid
- Possible reassignment of the space does not constitute a reason to receive a refund of the Housing Security Deposit/Contract Fee.

12. Contract Assignment

This Contract cannot be reassigned by the Resident to another party. The Resident may not sublet any part of the premises. The Resident may not allow another person to reside in the Resident's room/apartment who is not contracted with the Office of Student Affairs to do so.

13. Liability

The Resident agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, and its officers, employees and agents, from any and all liability, including claims, demands, costs, damages and expenses of every kind and description (including death) or damage to persons or property belonging to the Resident, including property which may be lost, stolen, or damaged in any way, wherever they may occur on the premises, including storage facilities. The Resident agrees to hold harmless UW-Marquette from and to indemnify them for any claims for damages sustained by the Resident or others in the Resident's room as a result of the Resident's acts or omissions, relating to any changes made by you to your room. UW-Marquette is not responsible for transporting students to and from medical care facilities. Emergency Services may be utilized when appropriate.

14. Damages and Costs

The Resident agrees to pay for any damages to the building, including fire damage, and for damaged or missing furniture, lost University property or service costs caused by the Resident to University residences because of the Resident's actions, neglect or intent. The Resident will be billed for damage to the furnishings, buildings, or other University property or equipment. Such charges must be paid within 15 days after billing. Where two or more residents occupy the same apartment or room and responsibility for damage or loss in the room cannot be ascertained by the Office of Student Affairs after giving the Resident an opportunity to explain the damage or loss, the cost of damage or loss may be divided and assessed equally between or among the residents of the apartment or room. Damage and theft to common areas of a building may be divided among all residents of that building or portion of the building. Advance deposits will be used by the University and applied to any outstanding accounts.

15. Vacation Periods

Residents may not occupy their rooms later than 24 hours after their last exam period of the semester, nor during Thanksgiving, winter or spring recess periods. Student Housing will be closed, unless notification is given of a change, and all services normally provided will be discontinued. Residents are not expected to remove all of their belongings during these times; however, they will be encouraged to take essential belongings with them as they will not be permitted to enter the buildings during these breaks. International Residents and other Residents given special exemption from the Senior Student Affairs Coordinator, will be allowed to stay in Student Housing during these periods.

16. Vacating

The Resident will vacate his/her room within 24 hours after termination of this agreement, loss of student status, or after his/her final exam of the semester/year. Any property left at the end of the Contract term will be considered abandoned and shall be removed from the room by University Staff. Applicable cleaning and moving charges may apply.

17. Rules and Regulations

Changes in the rules and regulations may be made by UW-Marquette at any time during the term of the Contract. The Resident agrees to abide by all state and federal laws, University and Student Housing regulations.

The following are not permitted:

- Possession, use or sale of illegal drugs or drug paraphernalia and alcohol.
- Possession or use of flammable materials, fire arms, explosives, fireworks or other dangerous weapons or materials.
- Pets, with the exception of fresh-water fish (10 gallon tank or less).
- The burning of candles, incense or other devices with an open flame (except with permission for religious reasons—permission will be given by Housing Director).
- Smoking in smoke-free environments, including use of smokeless/electronic cigarettes or any other tobacco products.
- Halogen lamps.
- Tampering with fire detection and alarm systems.

18. Conviction of a Felony

Due to public safety concerns, anyone who has a felony criminal record must disclose that in writing to UW-Marquette prior to entering into this agreement. In addition, should any Resident be convicted of a felony or plead guilty/no contest or take other action resulting in a felony criminal record after they have entered into this Housing agreement, must notify the Housing Director in writing immediately. The required notification includes a written statement with a complete description of his/her actions and full details of the charges/sanctions against him/her. Permission to live in Student Housing with a felony conviction will be determined on a case by case basis dependent on the circumstances of the conviction. The nature of the offense will be taken into consideration when the initial Contract for Housing is reviewed.

19. Disciplinary Action

Infractions will be addressed by UW-Marquette or referred to the Marinette Police/Marinette County Sheriff. UW-Marquette may terminate this Contract as a Disciplinary Action.

20. Room Entry

Authorized personnel may enter the Resident's room/apartment for reasons of health, safety, general welfare, policy violation, or for maintenance purposes. Insofar as possible, advanced notification will be given. Each vacation period, all apartments will be routinely checked for fire safety and policy infractions with policy violations being noted. Maintenance requests by Residents shall be considered permission to enter. No apartment will be searched except by appropriate legal agencies with a warrant or with permission of the Resident. Property may be seized and removed from the Resident's room when it constitutes an imminent danger or when it is University property.

21. Room/Apartment Care

The Resident is responsible for cleaning his/her room/apartment, for removing waste materials regularly to provided outdoor waste/recycling dumpsters, and for maintaining sanitary and safety conditions acceptable to UW-Marquette. **Furniture must be left in apartments and common areas to which it has been assigned.**

22. Check-in / Check-out

Upon moving into his/her assigned location, the Resident will review, sign and turn in to the Housing Director the Room Condition Inventory. This will serve as the basis for room damage charges if assessed when vacating the premises. Upon check-out, the Resident will complete the Room Condition Inventory along with the Housing Director or designee. Failure to follow established check-out procedures may result in a fee assessment for lock change and improper check-out and damage charges, if any.

23. Safety and Security

Residents tampering with fire safety equipment or interfering with firefighters are subject to removal from campus Housing and prosecution under Wisconsin statutes. Keys assigned to a Resident must stay in the Resident's possession. Residents may not give out the keys to a guest nor duplicate any keys. This action will be considered a breach in security and Resident(s)' contract will be terminated. For the safety and security of all, Residents may not tamper with, prop open locked doors or admit unauthorized people into buildings. Violations of these safety and security regulations will be taken very seriously and may result in disciplinary or legal consequences.

23. Contract Changes

Amendments or exceptions may not be made in the terms and conditions of this Contract without the written permission of the Housing Director and/or University.

24. Agreement

The Resident agrees to abide by all state and federal laws, University and Housing regulations which are by reference a part of this Contract. Changes in the rules and regulations may be made by the university during the term of the Contract. Such changes will be published via campus e-mail one (1) week before the changes become effective, unless the health or safety of persons using the facilities may be adversely affected by the delay; then implementation may be immediate. The Assistant Campus Dean for Student Affairs or the designated representative has the right to administratively remove any Resident upon twenty-four (24) hours' notice, if, in the judgment of the Assistant Campus Dean for Student Affairs or the designated representative, a Resident's disruptive behavior will have an adverse influence upon the Housing community by continued residence or remove any resident immediately if a University suspension or expulsion is implemented per UWS Chapter 17, Student Nonacademic Disciplinary Procedures.

I have read and agree to the terms and conditions of this Contract. I understand that when this Contract form is signed it becomes a binding Contract between me and the University of Wisconsin-Marquette, and I attest that all information as completed is accurate.

PLEASE PRINT

Name _____
Last First Middle

Address _____
Street City State Zip

Legal Gender: (please circle) MALE FEMALE

Preferred Identifying Gender: (please circle) MALE FEMALE

Signature _____ Date _____

Signature of Parent or Legal Guardian (if student is under age 18)

Housing Preference: Rank in order—1st, 2nd, 3rd, 4th or 5th (we will make every effort to give Residents their first option but it is not guaranteed):

_____ One Bedroom / One Person Apartment (\$4,100 per semester)

_____ One Bedroom / Two Person Apartment (\$2,050 per semester)

_____ Two Bedroom / Two Person Apartment (\$3,100 per semester)

_____ Two Bedroom / Three Person Apartment (smaller/single bedroom) (\$2,300.00 per semester)

_____ Two Bedroom / Three Person Apartment (larger/shared bedroom) (\$1,950.00 per semester)

Roommate: Residents may choose his/her own roommate(s). Please place their name(s) in the space provided. **Request must be mutual.** The Office of Student Affairs will make every effort to place Residents with whom they want to live. We may have to assign someone residents don't know to the apartment to place as many students as possible.

Student Name

Student Name

Office use only: Student Type: MNT NWTC INTERN

Date Received: _____

\$200 Received: _____

Final Room Choice Fee: _____