1. AGREEMENT
This document and those referred to within it constitute Winona State University’s Agreement for Housing and Dining, hereafter referred to as the Agreement. The services described in the Agreement are offered exclusively under the terms and conditions stated.

Acceptance of the terms of the Agreement through the website constitutes signing the Agreement. For those students under the age of 18, please print this document and provide the student’s name and ID number with the student’s signature and the signature of a parent or guardian to indicate acceptance of the terms.

Your signature on the Agreement for Housing and Dining form indicates that you have read the Agreement, understand it, and agree to all the terms and conditions included in it. No other university department or agency may represent, promise, alter, or cancel this Agreement. The Agreement becomes legally binding on both parties when we receive your signed Application/Agreement Form and $250 pre-payment (of which $50 is the non-refundable processing fee).

2. ELIGIBILITY
To be eligible to live in a Residence Hall, you must be formally accepted and enrolled in at least 12 credits at WSU. If you lose your status as an enrolled student at any time during the agreement period, or if you fail to register for academic course work by the end of the second week of class, you will be required to vacate your assigned space within 48 hours of that loss of status unless an exception is approved by the Director of Housing and Residence Life. If you are required to vacate your assigned space due to non-enrollment or non-payment, you will be assessed a $50 administrative fee; any associated room and board charges will also be applied. WSU reserves the right to deny an application or cancel a housing agreement to an individual whose conduct and/or criminal record indicates an actual or perceived threat or danger to the University community, including students, faculty, staff, and guests.

3. AGREEMENT TERMS
This Agreement is binding for one academic year beginning the day the WSU Residence Halls are advertised to be open for fall semester and ends the day the WSU Residence Halls close at the end of spring semester. If you enter into an Agreement after the academic year has commenced, your Agreement is binding from the date you sign your Agreement. You are responsible for the room and its payments until both you and your belongings vacate the premises, check out properly, and end the agreement per its conditions (Refer to the Agreement of Housing and Dining Refund/Penalty Schedule 2015-2016).

The Agreement terms become binding at the time you have signed it and submit it to the university.

- UNIVERSITY'S OBLIGATION - WSU agrees to provide clean, habitable premises and to keep them in good repair. We reserve the right to cancel your Agreement and remove and/or relocate you for any violation of Agreement terms.
- YOUR OBLIGATION - You agree to:
  a. pay all specified fees;
  b. become familiar with and observe all rules and regulations of the WSU Student Conduct Code, the Department of Housing and Residence Life Policies and Procedures (as outlined on the WSU website) and to abide by Agreement terms, please note that WSU is a tobacco free campus;
  c. conduct yourself in a manner which is in the best interest of the health and general welfare of the WSU Residence Halls, other residents, or yourself;
  d. be responsible for payment of any damages assessed to your room, its furnishings, windows, doors, and other University property. When more than one resident is assigned to a room and individual responsibility cannot be determined, the charges will be divided equally to the assigned residents;
  e. be financially responsible, individually or collectively, for any damage or required cleaning to common areas of your living community and its furnishings.

You may not:
- Sell, trade, give away, or transfer your room or meal plan agreement.
- Remove room furnishings from your assigned room.
- Duplicate the room key.
- Keep pets at any time (with the exception of fish in an aquarium of less than 10 gallons).

4. RIGHT OF ENTRY
- WSU, its officers, employees and agents shall have the right to enter your premises at reasonable times for the purpose of inspection and repair, preservation of health, safety and recovery of University-owned property or to investigate possible violation of university policy.

5. CAMPUS DINING
- All academic year agreements include meals and a declining balance of Kryzkso Kash. All students are required to be on a meal plan. Students having a need for a room only agreement must make that request in writing and be approved by the Director of Housing and Residence Life. Proof for medical reasons will be required from the student's physician.
- NOTE: Room-only agreements are also subject to declining balance Kryzkso Kash. A room-only agreement is the prerogative of the University and failure to grant a room-only agreement is not a breach of this Agreement and will not void the Agreement. Summer Session Agreements are for room-only. No dining service is available during summer sessions.
- We do not provide dining service during breaks. If you fail to choose a meal plan option when filling out the Housing Application/Agreement Form, we will assign you to the 14 meal plan. You may decrease your meal plan ONLY during the first two weeks of fall semester and the first two weeks of spring semester for 19, 14, and 10 meals per week plans. You may increase your meal plan at any time for 14, 10 and 7 meals per week plans. Credit is not given for Kryzkso Kash not used.
- The Campus Dining Office reserves the right to adjust meal hours and service locations.

6. RESERVATION ADVANCE PAYMENT
A $250 payment ($200 is a pre-payment and $50 is a non-refundable processing fee) is required at the time you sign and complete your Housing Application/Agreement. The $200 pre-payment will be credited on your student account for your first semester.

7. RATES AND PAYMENT
Room rates include cable and internet access. Room and meal plan rates are determined annually and are subject to change. You agree to pay the
rates established. Payment of your room and meal charges may occur any time prior to the beginning of a semester. Payment is due on or before the last payment due date for tuition and fees as established each semester by WSU. Due dates for each semester are available online on the billing web page. Individual account information is also available online. Individual bills are not mailed out. Failure of the student to satisfy the financial obligations stipulated under this Agreement will result in denial of further meals (without refund), a hold on registration and official records, and/or eviction from the WSU Residence Halls within 48 hours of the request. If you are in default of payment, you are liable for all legal and collection costs.

8. CANCELLATION OF AGREEMENT
A. Cancellation Prior to Occupancy:
If beginning fall semester:
- Agreement cancellations, for the WSU Residence Halls, received in the Housing Life Office, IN WRITING, on or before July 1 will receive a $200 refund of their pre-payment.
- Agreement cancellations received, for the WSU Residence Halls IN WRITING, after July 1 will forfeit the $200 pre-payment.
- If no written notice is received and you fail to arrive at WSU and properly check in to the Residence Halls, you will forfeit your $200 pre-payment and you will incur a $50 administrative fee.

If beginning spring semester:
- Agreement cancellations, for the WSU Residence Halls, received in the Residence Life Office IN WRITING on or before January 1 will receive a $200 refund of their pre-payment.
- Agreement cancellations, for the WSU Residence Halls, received in the Residence Life Office IN WRITING after January 1 will forfeit the $200 pre-payment.
- If no written notice is received and you fail to arrive at WSU and properly check in to the WSU Residence Halls, you will forfeit your $200 pre-payment.

Only WRITTEN notice of your cancellation received in the Housing and Residence Life Office will terminate this Agreement. Any notice that you provide to any other office at WSU (Admission, Financial Aid, Registrar, etc.) does not terminate this Agreement.

B. Cancellation after Occupancy of Room:
Proper cancellation of this Agreement will be defined as: written notice received in the WSU Housing and Residence Life Office within the guidelines stated below, proper completion of the check-out process which includes associated paperwork and physical check out of the room.
- Unless you are withdrawing from the University completely, you may not cancel this Agreement. If you physically leave the halls during the semester you are still financially responsible for all portions of this Agreement. You will be charged a $50 fee for breaking your Agreement during the year. If you decide not to return to the residence halls spring semester and have not provided proper written notification to the Housing and Residence Life Office and your possessions are still present in your room, you will be charged $20 per day until your possessions are removed and all check out procedures are properly followed.
- You may only terminate your Agreement for Housing and Dining under the following circumstances:
  a. non-admission, official approved withdrawal or dismissal from the University by academic suspension or you experience a serious medical problem requiring withdrawal;
  b. extreme, unanticipated financial hardship arising after the beginning of academic semester;
  c. marriage.
(Refer to the Agreement of Housing and Dining Refund/Penalty Schedule 2015-2016.)
- WSU may immediately cancel this Agreement and enter and retake possession thereof for the following reasons:
  a. failure to pay rent or any other charges when due;
  b. damage from fire, smoke, water or other causes natural and unnatural;
  c. noncompliance with the rules and regulations of the residence halls, university policies, local laws, or federal and state Laws. If the cancellation of this Agreement is based upon a disciplinary action, the Student may be required to vacate immediately, and is subject to all meal plan stipulations. No previously paid charges or deposits shall be refunded to the Student in such cases;
  d. noncompliance with and/or breach of this Agreement;
  e. loss of student status;
  f. appropriate appeal procedures are provided upon presentation of the written notice to vacate and can be found in the WSU Student Handbook and Residence Hall Handbook;
  g. you will be charged a daily room rate for each night you remain in the room until you vacate and complete the Residence Hall Withdrawal procedure. If through your appeal process you are reinstated after a required withdrawal, you will fulfill the balance of this Agreement as though your removal had not occurred.

REFUNDS: If you are conducting a University withdrawal during a semester, your cost will be pro-rated from the date of which you return your keys to cover the cost of your occupancy and meals. Room is charged on a daily basis and meals are charged on a weekly basis. For meal plan purposes, a week begins on Friday and ends on Thursday. Kryzsko Kash is not refundable.

9. SPACE ASSIGNMENT
We agree to assign you to a space in a residence hall and to provide you contracted meals under the following terms and as described in the Housing and Residence Life Policies and Procedures. Returning upper-class students will select and confirm their room assignments during room sign-up for the following fall. Room assignments for new students will be made on the basis of the date the Housing Application/Agreement and $250 pre-payment is submitted to WSU. New students are guaranteed housing if submitted by March 1, 2015. Assignments are made at the sole discretion of the university and, when possible, in accordance with preferences that the student requests. No specific assignment based upon student’s request is guaranteed. Failure to honor such requests is not a breach of this Agreement and will not void the Agreement. New students to the University admitted after March 1, 2015 will be processed according to date of receipt of the application/Agreement and $250 pre-payment.

For a specific roommate, both students must request each other by name and both agreements need to be received in the Housing and Residence Life Office prior to room assignments. We reserve the right to change your assignment for reasons of health, safety, need for repair services, vacancy consolidation, disciplinary sanctions or unresolvable incompatibility of roommates. The housing office manager or designee will determine if you, your roommate, or both, will be reassigned.

Once the halls open, you may request a room change at any time after the 10th class day of the semester in accordance with our published procedures. Unapproved room changes, failure to follow proper room change procedures, or your failure to properly complete a room change request will result in a $25 administrative fee, your required return back to your assigned space (if you moved improperly), and may result in the forfeiture of any future room change privileges.

10. LOFTS/BUNK BEDS
A. Loft extension kits may be rented through the Housing and Residence Life Department at a rate of $100.00 per academic year or $50.00 per semester. You agree to return the loft in the condition it was received and to reimburse WSU for repair/replacement cost of loft for all damage in excess of normal wear and tear.
B. The following outlines the required ‘proper use’ regulations, agreed to when you rent and use a loft/bunk beds:

- Safety bar use is required for all loft/bunk beds.
- Student will assemble and use all of the rented items only in accordance with the instructions provided. Student will make no alterations, additions or changes to the bunk bed/loft. All extra bed parts must be stored in the student’s room.
- Student is responsible for disassembling and returning the loft to the predetermined location.
- If loft is not returned at the appropriate location and time, an improper return fee will be assessed to the student. If the loft is damaged beyond ordinary wear and tear due to student’s own negligence, misuse or for any other reason, student will pay to repair such damage.
- The use of the loft/bunk bed will be at the sole risk of the student. The student hereby releases Winona State University from all liability resulting from any use of the loft/bunk bed.
- All charges will be billed to student accounts. If the student wishes to return their loft with a refund, the return must take place within the first 10 days of class. There will be a $10 dollar restocking fee.

11. CHECK-IN AND CHECK-OUT

- You are responsible for complying with check-in and check-out procedures as stated in the WSU Housing and Residence Life Policies and Procedures as well as related memos sent out by the Housing and Residence Life Office.
- You agree to check in and occupy your assigned room by the tenth class day or the tenth day of your agreement period — if beginning during the semester — to maintain a claim to your assigned space. We reserve the right to reassign you to another space if you have not registered for classes or checked into our halls by the tenth class day. This re-assignment could include a temporary location required by overflow or space limitations.
- If you are not registered or checked in by the tenth class day, or tenth day of your agreement period of the semester you will forfeit your room assignment and the $250 pre-payment as well as incur a $50.00 administrative fee.
- Acceptance of your room key confirms your status as a resident. You are responsible for completing a Room Condition Report (RCR) Form and returning it to your Resident Assistant within 24 hours. At check-out damages found in your room and not noted on this form will be billed to you and/or your roommate. If the form is not returned, you become responsible for the damages in the room and the charges they may incur upon your check-out.
- Mail and Packages will be forwarded for 30 days to the address provided at the time of check out.
- You must vacate your room and the WSU Residence Hall within 48 hours of withdrawing from the university or loss of student status. For fall semester, you must vacate your room and the Residence Hall within 24 hours of your last final examination or by the published hall closing time, whichever occurs first. For spring semester, you must vacate your room and the WSU Residence Hall within 24 hours of your last final examination, unless you are participating in commencement, then you must vacate by the published hall closing time.

12. LIABILITY

Winona State University is not responsible for damage or theft of your personal property, including money. We encourage you to carry appropriate renters or personal property insurance. In addition, neither WSU Housing and Residence Life, nor its staff assumes any liability for accidents/injuries which may occur either in a residence hall or while you are participating in any program/activity conducted on or off campus which may be sponsored all or in part by the Department of Housing and Residence Life, Residence Hall Staff and/or WSU.

13. GUESTS

Any and all guests must be agreed upon by all occupants of the assigned room. If an individual objects to the presence of a guest or their behavior, the guest must leave the premise. You are responsible for the behavior and actions of your guest(s) and their compliance with campus regulations. You will be held financially responsible for any damage caused by your guest(s). Violation of any guest policy places your Housing Agreement status in jeopardy.

14. BREAK PERIODS

WSU Residence Halls are open during the agreement period. The residence halls close for Thanksgiving, winter and spring breaks. Students wishing to remain in the halls during the breaks must register with the Residence Hall Office. Students wishing to remain in the halls during the winter break, however, must pay an additional fee. Student must abide by all published policies and procedures for staying during a break period. There is no dining service during break periods.

15. UNAVAILABILITY OF PREMISES

In the event that any residential facility should become partially or totally lost, destroyed or otherwise unavailable because of fire, strikes, acts of God, or other events which render them unfit and unavailable in whole or in part for your purposes, then either you or we will have the right to immediately cancel this Agreement. We will not be financially responsible to you for any damage which results from such a cancellation.

16. CLOSING CLAUSE

This Agreement and the Housing and Residence Life Policies and Procedures represent the entire agreement between the parties and no oral promises between the University and the resident are binding. Upon signing the Agreement Terms and Conditions Form, you agree to become aware of and comply with all State, University, Housing and Residence Life rules, policies, regulations, and procedures as published in the Housing and Residence Life Policies and Procedures and Student Conduct Code available on the WSU website. Once accepted by the Department of Housing and Residence Life, this Agreement is binding until otherwise agreed upon in writing.

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Student Name (Please Print) ____________________________ Student ID # ____________________________

Signature of Student ____________________________ Date ________________

Parent or Guardian Name (Please Print) ____________________________

Signature of Parent (if student is under 18) ____________________________ Date ________________