



# AGREEMENT FOR HOUSING AND DINING

## Terms and Conditions for the 2018-2019 Academic Year

### 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.

**Providing an electronic signature within the online housing application constitutes acceptance of the terms of the Agreement.** For students under the age of 18, please print this document. The student and a parent/guardian must sign the form. It can then be uploaded back into the online housing application.

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 once the online application is completed. This includes a signed Agreement and receipt of the \$250 pre-payment (of which \$50 is the non-refundable application 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 per semester at WSU or MSC Southeast. If you lose your status as an enrolled student at any time during the agreement period, or if you fail to register for academic coursework 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 or their designee. 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 meal plan 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 arrive early or stay late you will be subject to additional charges. 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, meals, and payments until you and your belongings vacate the premises, check out properly, and end the agreement per its conditions (**See Housing and Dining Cancellation Policy**).

The Agreement terms become binding at the time you have submitted it to WSU with your electronic signature.

- **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;

- 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

Your academic year agreement requires a meal plan with a declining balance of Kryzsko Kash. **All students are required to be on a meal plan.**

- If you fail to select a meal plan option when filling out your application, 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.
- Student must provide documentation from a physician of a medical condition that has special dietary restrictions. The university and dining services dietitian will then determine the whether the needs of the student can be met on a meal plan. NOTE: Room-only agreements are also subject to declining balance Kryzsko Kash.
- Dining Services reserves the right to adjust meal hours and service locations.
- Dining services is not provided during breaks.

### 6. RESERVATION ADVANCE PAYMENT

A \$250 payment (\$200 is a pre-payment and \$50 is a non-refundable application 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 utilities, laundry, cable TV and wireless 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 for first year and transfer students.

#### If beginning fall semester:

- Agreement cancellations received in the Housing & Residence Life Office, **IN WRITING**, on or before July 1 will receive a \$200 refund of their pre-payment.
- Agreement cancellations received in the Housing & Residence Life Office, **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 received in the Housing & Residence Life Office, **IN WRITING**, on or before July 1 will receive a \$200 refund of their pre-payment.
- Agreement cancellations received in the Housing & Residence Life Office, **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 received in the Housing & Residence Life Office, **IN WRITING**, on or before January 1 will receive a \$200 refund of their pre-payment.
- Agreement cancellations received in the Housing & 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 and you will incur a \$50 administrative fee.

### Cancellation Prior to Occupancy for returning students:

- Agreement cancellations made **IN WRITING** within 30 days from the date you select a room, you will receive a refund of the \$200 pre-payment.
- Agreement cancellations made **IN WRITING** after 30 days of selecting a room, you will forfeit your \$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.

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 written or verbal (Admissions, Financial Aid, Registrars, etc.) does not terminate this Agreement.

### B. Cancellation after Occupancy of Room for New and Returning Students:

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, and physical check out of the room.

- If you decide not to return to the residence halls for spring semester, you must move your belongings and properly check-out with any staff member. If you fail to move your belongings/possessions or properly check-out, you will be charged \$20 per day over the Winter Break period until your possessions are removed and all check out procedures are properly followed. You

could also be held responsible for any fees associated with an improper check-out, including key replacement.

- If you physically leave the halls during the semester for any of the following circumstances, you are still financially responsible for all portions of this Agreement and will be charged a \$50 fee for breaking your Agreement during the year:
    - a. non-admission, official approved withdrawal or dismissal from the University by academic suspension;
    - b. experience a serious medical problem requiring withdrawal;
    - c. extreme, unanticipated financial hardship arising after the beginning of academic semester;
    - d. marriage.
  - If you move out of the residence halls to an off-campus apartment, while remaining a student, you will be charged an \$800 agreement cancellation fee.
- (See Housing and Dining Cancellation Policy).**
- WSU may immediately cancel this Agreement and enter and retake possession thereof for the following reasons:
    - a. failure to make payment;
    - 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 Housing and Residence Life Policies and Procedures Handbook;
    - g. the student will be charged a daily room rate for each night they remain in the room until they vacate and complete the residence hall check-out 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 withdraw from the University during a semester, your rate 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. ROOM ASSIGNMENT/SELECTION

WSU agrees to provide you a space in a residence hall and to provide you contracted meals under the following terms and as described in this Agreement. Returning upper-class students will select and confirm their room assignment during room sign-up for the following fall. Room selection for new students will be determined by the date the Housing Agreement and \$250 pre-payment is submitted to WSU, whichever date is later. No specific assignment based upon student's preference is guaranteed. Failure to honor such requests is not a breach of this Agreement and will not void the Agreement.

For a specific roommate, both students must be confirmed by March 1st using the roommate matching tool in the online application. The \$250 pre-payment and signed Agreement need to be received by both students in order to select a room.

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. WSU 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 10<sup>th</sup> 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 the student's account. 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. MOVING IN AND OUT OF THE RESIDENCE HALLS**

- You are responsible for complying with check-in and check-out procedures as stated in the WSU Housing and Residence Life Policies and Procedures Handbook 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.
- 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 your room inspection on your StarRez Housing Portal within 24 hours. At check-out, damages found in your room and not indicated on your room inspection will be billed to you and/or your roommate.
- Mail and packages will be forwarded for 30 days to the address provided at the time of check out. If an address is not provided, or if the 30 days has passed, all mail will be returned to sender.
- You must vacate your room and the WSU residence halls 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.

#### **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 request to stay and be approved by the Residence Hall Director. 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 Handbook represent the entire agreement between the parties and no oral promises between the University and the resident are binding. Upon signing this Agreement Terms and Conditions, 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 Handbook 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.

Please enter your StarID in your application to electronically sign this Agreement.