



AGREEMENT FOR HOUSING AND DINING

Terms and Conditions for the 2024-2025 Academic Year

August 22, 2024 – May 9, 2025

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.

- a. Providing an electronic signature within the online housing application constitutes acceptance of the terms of the Agreement.
- b. Students under the age of 18 will be able to designate a parent/guardian as a proxy within the Housing Application, to sign on their behalf. Signature (or proxy, if under 18) on the Agreement for Housing and Dining form indicates that the student has read the Agreement, understands it, and agrees to all the terms and conditions included in it.
- c. 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 housing 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).
- d. The term "residence hall" refers to all residential buildings operated by Winona State University (Alumni House, Conway, East Lake Apartments, Kirkland-Haake, Prentiss-Lucas, Morey-Shepard, Richards, Sheehan, and the Sustainability House), except where noted.
- e. The term "room" refers to rooms, suites, and apartments, except where noted.

2. ELIGIBILITY

- a. Any person who is enrolled in at least 6 undergraduate credits per semester, or 6 graduate credits, at Winona State University or Minnesota State College Southeast.
- b. To be eligible to live in the East Lake Apartments or Sustainability House, student must have a minimum of 24 credits earned by agreement start date.
 1. Any credits earned prior to high school graduation are not applicable until 1 year after graduation (PSEO, AP, etc.).
- c. If student loses status as an enrolled student, fails to register for academic coursework by the end of the 10th class day of the semester, or falls below the 6 credit limit, they will be required to vacate their assigned space within 72 hours of that loss of status, unless an exception is approved by the Director of Housing and Residence Life or their designee. Student will be required to provide documentation that they are actively working toward a resolution.
- d. A student whose conduct and/or criminal record indicates an actual or perceived threat or danger to the University community, including students, faculty, staff, and guests is ineligible.

3. DURATION

- a. This Agreement is binding for the entire 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 -- for the 2024-2025 academic year: August 22, 2024 – May 9, 2025.
- b. If student arrives early or stays late, the request must be approved, and the student will be subject to additional charges of \$50 per day.
- c. If student enters into an Agreement after the academic year has commenced, the Agreement is binding from the date the Agreement is signed.
- d. Student is responsible for the room, meals, and payments until they and all belongings vacate the premises, check out properly, and end the agreement per its conditions.
- e. Break Periods
 - a. Thanksgiving and Spring Breaks: Student may remain in the residence hall, with no additional charge. Student must submit a request on their Housing Portal and gain approval by their Area Coordinator/Hall Director.
 - b. Winter Break: Student must depart by 5pm on December 13 and may return after 11am on January 10. Students' belongings can stay in the room, but they will not have access to halls during this timeframe. Students wishing to remain in the halls during Winter Break, however, must have their request approved and will pay an additional fee. Students must be enrolled for Spring semester to reside in the halls over Winter Break. Student must abide by all published policies and procedures for staying during a break period.
 - c. There is no dining service or shuttle service during break periods.

4. UNIVERSITY'S OBLIGATION

- a. WSU agrees to provide clean, habitable premises and to keep them in good repair.
- b. WSU reserves the right to cancel this Agreement and remove and/or relocate students for any violation of Agreement terms.

5. STUDENT AGREES

- a. To pay all specified fees;
- b. Educate themselves and follow all rules and regulations of the WSU Student Conduct Code, all Housing and Residence Life Policies and Procedures (found online at <https://www.winona.edu/housing/policies.asp>), and to abide by the terms within this Agreement;
- c. Be responsible for payment of any damages assessed to their 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;
- d. Be financially responsible, individually, or collectively, for any damage or required cleaning to common areas of their living community and its furnishings;
- e. To receive notice of housing reservations, changes, housing facility information, emergency notices, and other Residence Life information via email and telephone or text message to the telephone number provided in the housing application;
- f. Not to sell, trade, give away, or transfer their room or meal plan agreement;

6. RATES AND PAYMENT

- a. 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 at <https://www.winona.edu/billing/>. Student account information is available online through e-services. Student bills are not mailed out.
- b. Failure to satisfy the financial obligations stipulated under this Agreement will result in a hold on registration and official records, and/or eviction from the WSU residence halls.
- c. If there is a default on payment, the student is liable for all legal and collection costs.
- d. Rates for 2024-2025 will be determined by the Minnesota State Board of Trustees in summer 2024 and published by Housing & Residence Life as soon as they are available.
- e. Room rates include utilities, laundry, garbage, recycling, and wireless internet access.
- f. All rates are subject to change at any time due to decisions made by the Department of Housing & Residence Life, the Minnesota State Board of Trustees, or the State Legislature.

7. PRE-PAYMENT

- a. A \$250 payment is required to complete the online Housing Application.
 1. The \$200 is a pre-payment that will be applied to the room and meal plan charges for the first semester of occupancy.
 2. The \$50 is a non-refundable application processing fee.
- b. The \$200 pre-payment is refundable only under the provisions of Section 9 of this Agreement.

8. ROOM ASSIGNMENT

- d. The \$250 pre-payment and a signed Agreement need to be received to be eligible for a room assignment.
- e. WSU agrees to provide the student a space in a residence hall.
- f. A room change request process is provided each semester. Requests are accommodated based on available space.
- g. WSU reserves the right to reassign a room if deemed necessary by the conduct process, facilities issues, or crisis.

9. AGREEMENT CANCELLATION

- a. This agreement is binding for the entire academic year or the portion remaining at the time student begins occupancy, except as provided in this section and in Section 10.
- b. New Students (students who have never lived in WSU residence halls)
 1. The student may cancel the agreement only before the first semester of occupancy. Written notice of the cancellation must be received by the Housing & Residence Life Office according to the following schedule:
 - i. If first semester of occupancy is Fall Semester: \$200 pre-payment refunded if cancellation is received by July 1, 2024. No cancellations accepted after August 22, 2024, or after an approved early check-in; whichever comes first.
 - ii. If first semester of occupancy is Spring Semester: \$200 pre-payment refunded if cancellation is received by December 6, 2024. No cancellations accepted after January 10, 2025, or after an approved early check-in; whichever comes first.
- c. Returning students (students who have lived in WSU residence halls and want to return)
 1. The student may cancel their agreement within 30 calendar days of completed application for a \$200 pre-payment refund.

- d. All cancellations must be made by the student unless they are physically incapacitated. Requests made by anyone other than the student are considered invalid and could delay processing time.
- e. Cancellation requests of this Agreement must be submitted online through the student's Housing Portal or via email to housing@winona.edu.
- f. Notice of cancellation to the Admissions, Financial Aid, Warrior Success Center, or to other University offices does not constitute notice of cancellation of this Agreement to the Housing & Residence Life Office.
- g. Housing & Residence Life reserves the right to cancel this Agreement due to ineligibility, see Section 2.

10. AGREEMENT RELEASE

- a. Student can request release from the Agreement beginning the first day they check in for the semester. Such releases are subject to the approval of the Director of Housing & Residence Life or their designee, and will be considered for the following reasons:
 - 1. If the student has an academic obligation located 40 miles or more away from Winona, MN.
 - 2. If student graduates, withdraws, or is dismissed from the university.
 - 3. Extreme, unanticipated financial hardship arising after the beginning of academic semester.
 - 4. Marriage during the agreement term.
 - 5. Parental responsibilities.
 - 6. Student has been called to active duty for the United States military during the contract term.
- b. Written documentation for the above reasons (Section 10a) is required by the Director of Housing & Residence Life or their designee.
- c. Release for the above reasons (Section 10a) will include the following costs:
 - 1. A pro-rated daily charge for the period that a room was assigned and available to the student.
 - 2. A pro-rated weekly charge for a meal plan; not including Dining Dollars.
 - 3. A \$50 administrative charge
- d. Release of agreement to move to an off-campus house/apartment or home while remaining an enrolled WSU or MSCSE student will include the following costs:
 - 1. A pro-rated daily charge for the period that room was assigned and available to the student.
 - 2. A pro-rated weekly charge for the meal plan; not including Dining Dollars.
 - 3. Student will be charged 50% of the remainder of their room costs for the duration of this Agreement – see Section 3.
- e. WSU may immediately cancel this Agreement and retake possession thereof for the following reasons:
 - 1. Failure to make payment.
 - 2. Damage from fire, smoke, water, or other causes natural and unnatural.
 - 3. Noncompliance with the rules and regulations of the residence halls, University policies, local laws, or federal and state laws. If the release of this Agreement is based upon a disciplinary action, the student may be required to vacate immediately, and is responsible for costs associated with release of agreement to move off-campus – See Section 10d.
 - 4. Loss of student status – see Section 2.

12. CAMPUS DINING

- a. All students living in the residence halls (except the East Lake Apartments and Sustainability House) are required to be on a residential meal plan. If a meal plan is not selected during the room and meal plan selection process, the 14 meals/week plan will be assigned.
- b. Students living in the East Lake Apartments and the Sustainability House can sign up for a meal plan on the Housing Portal.
- c. Meal plans can be **decreased** by September 15 for Fall semester and February 1 for Spring semester.
- d. Meal plans can be increased at any time.
- e. Meal plans can only be used by the student who is assigned the plan.

13. CHECK-IN AND CHECK-OUT

- a. Student agrees to comply with check-in and check-out procedures as stated in the WSU Housing and Residence Life Student Guide as well as related memos sent out by the Housing and Residence Life Office.
- b. If student is not registered or checked in by the tenth-class day, they will forfeit their room assignment and the \$250 pre-payment as well as incur a \$50.00 administrative fee.
- c. Acceptance of a room key confirms student's status as a resident. Student is responsible for completing the room inspection on their Housing Portal within 24 hours of accepting their room key. At check-out, damages found in the room and not indicated on the room inspection will be billed to the student and/or their roommate(s).
- d. Mail and packages will be forwarded for 15 days to the permanent address on file. If an address is not provided, or if the 15 days has passed, all mail will be returned to sender.
- e. Student must vacate their room and the WSU residence halls within 72 hours of withdrawing from the university or loss of student status – see Section 2.
- f. For each semester, student must vacate their room and the residence hall within 24 hours of their last final examination or by the published hall closing time, whichever occurs first.

14. RIGHT OF ENTRY

WSU, its officers, employees, and agents shall have the right to enter the 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.

15. LIABILITY

Winona State University is not responsible for damage or theft of personal property, including money. WSU encourages students to carry appropriate renters or personal property insurance. In addition, neither WSU, Housing & Residence Life, nor its staff, assumes any liability for accidents/injuries which may occur either in a residence hall or while 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.

16. UNAVAILABILITY OF PREMISES

If 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 the student or Winona State University have the right to immediately cancel this Agreement. WSU will not be financially responsible to the student for any damage which results from such a cancellation.

16. CLOSING CLAUSE

This Agreement and the Housing and Residence Life Student Guide represent the entire agreement between the parties and no verbal promises between the University and the student are binding. Upon signing this Agreement, the student agrees to become educated on and comply with all State, University, Housing and Residence Life rules, policies, regulations, and procedures as published in the Housing and Residence Life Student Guide 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.