

University of Wisconsin-Madison

College of Agricultural and Life Sciences Short Course Dorms - Jorns & Humphrey Hall

Terms and Conditions for Housing

INTRODUCTION

This document and those referred to within it constitutes the University of Wisconsin-Madison, College of Agricultural and Life Sciences (hereafter referred to as the College) Short Course housing services contract for single student housing. The housing services described in this agreement are being offered to you under the terms and conditions stated herein.

You can indicate your acceptance of this offer of University housing services by completing and signing the Contract Acceptance Form and returning it with a \$100 deposit on or before the date indicated on the Contract Acceptance. Your signature on the form means that you have read, understand and agree to all of the terms and conditions of the contract. If you should break the contract or decide not to reside in the Agricultural Residence Dorms, you will lose your \$100 deposit.

This agreement will become legally binding on both parties when we receive your signed Contract Acceptance and prepayment.

1. **Eligibility:** You must be an enrolled student at the University of Wisconsin-Madison, be attending the University as a guest for academic reasons or be determined to be otherwise eligible by the Director of the Farm and Industry Short Course. The College of Agricultural and Life Sciences reserves the right to terminate your contract if you are registered for or reduce your credit load to less than 12 credits. The University of Wisconsin does not discriminate on the basis of sex, color, religion, national origin or ancestry.
2. **Contract Term:** This contract is for November 2nd or 3rd, 2013 until March 15th, 2014
3. **University Agrees:** The College, an agent of the University of Wisconsin-Madison, agrees to furnish to you housing in the Short Course Dorms (Humphrey or Jorns Halls) under the terms and conditions herein stated.
4. **Resident Agrees:** You agree to make payments of all fees specified in the payment section of this agreement, to observe all rules and regulations of the University of Wisconsin-Madison and the College of Agricultural and Life Sciences which are by reference a part of this contract, and honor the terms and conditions stated in this contract. University regulations are presented in the publication "Short Course Dorm Handbook", which all students receive upon move in at the dormitory.
5. **Rates:** Dormitory rates are dependent on time of reservation. Rates are given prior to reservation. Rates for FISC students include a food service membership fee for use of the Residence Halls Food Plan.
6. **Payment:** During the year, residents will receive 3 bills, one for each term, made payable to the Short Course Dorm Office, Room B111 Jorns Hall, 650 Babcock Dr., Madison, WI 53706. All housing bills will be sent electronically to the student's UW-Madison wisc.edu emailing address, as well as a hard copy that will be placed to the student's dorm mailbox. Late payments will result in a late payment fee assessment of \$50.00.

7. Release, Refund and Forfeiture Policies

- a. You may apply in writing to the Assistant Director of the Farm and Industry Short Course Program for a release from your contractual obligation, however, the Assistant Director retains the right to grant or deny any release
 - i. The contract may be canceled at anytime but you are still contractually obligated to pay any remaining balance on Short Course Dorm rent and dining service fees.
- b. Prior to Beginning of or During Contract Term- A contract release granted for any of the following reasons will not require a forfeiture:
 - i. Being officially dropped from the University for academic reasons
 - ii. Substantial and unanticipated financial hardship
 - iii. Withdrawal from the University

8. Termination of Contract:

- a. **Termination by the University:** The College may terminate this agreement under conditions stated in the following circumstances:
 - i. **Exigency:** The College may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency which would make continued operation for student housing not feasible.
 - ii. **Violation of Rules and Regulations:** The College may terminate this agreement with appropriate notice if, after a hearing and opportunity for appeal as provided for in the Disciplinary Action section of this agreement, the resident is found to have violated rules or regulations as listed in the New Student Information Handbook and other campus publications.
 - iii. **Failure to Comply With Contract:** If you fail to comply with any portion of this agreement, the College may terminate this contract with appropriate notice.

9. **Indebtedness:** Failure to satisfy the financial obligations accrued under this agreement may result in the denial of issuance/transfer of grade transcripts and/or enrollment; and/or dismissal from the Short Course Dorms, pursuant to University rules and regulations governing the imposition of these actions.

10. **Assignment Policy:** The College will not discriminate in room or hall assignment on the basis of race, sexual orientation, color, religion, national origin or ancestry. The College reserves the right to make room and hall assignments, to assign roommates and to consolidate vacancies by requiring residents to move from single or double occupancy of rooms whenever necessary to make the most efficient use of the space available.

11. **Room Changes:** When there are personality conflicts among roommates or when for other good and valid reasons a room change is desired, a resident should contact their House Fellow. The room occupants along with the House Fellow will review the roommate agreement or if one has not been done, one needs to be completed. After that point, a further request for a room change should be made to the Assistant Director. Depending on the circumstances the Assistant Director may approve or deny the request. Unauthorized room changes or failure to move to consolidate space on request of the Short Course Assistant Director will likely result in disciplinary action. Contract termination is a possibility.

12. **Dormitory Deposit:** A deposit of \$100 must be made when submitting the contract in addition to the regular dormitory fee as indicated in the "Rates" section of this contract. This deposit is held on the principle

of "good faith", recognition on your part that you are occupying facilities belonging to the citizens of Wisconsin provided for your temporary use and that the property must remain in good condition for other users who will follow you. The deposit will be returned to you in total at the termination of this contract unless:

- a. You are responsible for damage to the Short Course Dorms buildings or furnishings, or fail to maintain reasonable housekeeping responsibilities, and fail to make payments when assessed for same. In this event, all or a portion of your \$100 deposit may be withheld.
- b. There is damage to the Short Course Dorms buildings or furnishings, other than normal wear, and it proves impossible to determine the individual(s) responsible. Or unless the walls in the corridors, stairways, lounges, and other rooms of general use are so marred and marked, other than from normal wear, that they will require major cleaning or repainting to make the dormitories usable for satisfactory living. In these events, all or a portion of the \$100 deposit of all Short Course Dorms residents will be withheld by the College to help defray the expenses involved.

13. **Contract Assignment:** This contract cannot be reassigned by you to any other person. You may not sublet any part of the premises.

14. **Liability:** The University of Wisconsin-Madison and the College are not liable for property belonging to you which may be lost, stolen, or damaged in any way wherever this may occur on the premises including storage facilities.

15. **Damages and Costs:** You agree to pay for any damages, lost property or unnecessary service costs caused by you to Short Course Dorms because of your neglect or intent. Any/all damage costs will be deducted from your deposit. Any outstanding balance after damage deposit is depleted will be billed for assignable damage to the building and for damaged or missing furniture or equipment. Such charges must be paid within 15 days after billing. Where two or more students occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the College after having given the students an opportunity to explain the damage or loss, the cost of damage or loss will be divided and assessed equally between or among the occupants of the room.

16. **Common Area Damage:** When damage is done in common area spaces, if the responsible person is not held accountable the total cost of the damage(s) will be divided out amongst all floor members and will be deducted from the damage deposit.

17. **Vacation Periods:**

- a. December 20, 2013- Halls closed at 6:00pm
- b. January 5, 2014- Halls open at 8:00am
- c. January 24, 2014- Halls closed at 6:00pm
- d. February 2, 2014- Halls open at 8:00am
- e. March 15, 2014- Halls closed at 6:00pm

18. **Food Service:** All Students residing in the Short Course Dorms during the academic year for four weeks or longer are required to participate in a food service plan available through the University of Wisconsin Residence Halls.

19. **Vacating:** You will vacate the premises within 24 hours after termination of this agreement, discontinuance as a student, or by 6:00 PM on March 15th, 2014.

20. **Check-in and Check-out:** Upon moving into your room, you will complete, sign and turn in a room inventory sheet which will be an accurate and complete record of the contents and condition of the assigned room. This inventory will serve as the basis for check-out charges, if assessed. You agree to follow the proper check-out procedure when vacating the premises which includes removing waste and debris and leaving the room and furnishings in an acceptable, clean condition. Should extra cleaning by College personnel be required because of poor housekeeping by residents, a service charge may be made to you. (See Item #10.)

21. **Guests and Visitors:**

- a. You are responsible for, and will be held accountable for, the behavior of your guests and visitors.
- b. No more than four people in a triple room, three people in a double room and two people in a single room may be sleeping at any given time. If you think that your room does not fit into these main types, check with your House Fellow for the maximum number of people who may sleep in your room. Room limits for guests are determined by the fire code.
- c. Guests may not stay more than three consecutive nights in any hall.
- d. Overnight guests are not allowed during final exam periods.
- e. Inform your roommate of your desire to host an overnight guest and work together to agree on guidelines.
- f. One overnight guest per night is generally allowed during break periods.
- g. Guests and visitors may not be in possession of resident room keys (see also "Keys" in Safety and Security section).
- h. Guests and visitors must be escorted whenever they are outside of a host's room.
- i. Guests and visitors must use bathroom facilities designated for use by their own sex.
- j. Your guests are not welcome in the Humphrey/Jorns Halls if they are under the influence of alcohol or other drugs.

22. **Safety and Security:** For the safety and security of all students, you are required to comply with dormitory safety and security procedures. You may not tamper with locked doors or admit unauthorized people into buildings or rooms. Violation of this rule include, but are not limited to, jamming/tying doors shut; taping open locks; duplicating your room key; forcing doors open or preventing them from opening. Persons placing false fire alarms, interfering with a fire alarm system, interfering with firemen, tampering with or removing fire-fighting equipment, are subject to prosecution under Wisconsin Statutes and disciplinary action by the College or the University, including termination of this contract. Burning candles and incense are prohibited.

23. **Room Entry:** Authorized personnel may enter your room for reasons of health, safety, general welfare, or to make necessary repairs to room equipment. Insofar as possible, advance notification will be given. No room will be searched except by appropriate legal agencies with a warrant or with your permission.

24. **Electrical Appliances:** Electrical appliances such as TV's stereos, radios, electrical blankets, clocks, and irons. Heating and cooking appliances such as frying pans, toasters, toaster ovens, George Foreman grills, sandwich grills, hot plates, waffle irons, or cooking appliances of any nature, and cup-type immersion hot water heaters, are prohibited. The College reserves the right to remove unauthorized or dangerous electrical appliances.

25. **Room Refrigerators and Air Conditioners:** Each room is furnished with a small dormitory refrigerator. Resident-owned air conditioners are not permitted in the Short Course Dorms. (The residence halls are not air-conditioned.)

26. **Room Care:** You are responsible for cleaning your own room, for removing waste materials regularly, and for maintaining sanitation and safety conditions acceptable to the College. Furniture attached to the floor or

walls may be removed only with prior permission from the Maintenance Manager. Furniture must not be removed from rooms and common areas to which it has been allocated. Residents may not paint resident rooms. If the walls or ceiling in your room are damaged and need repair and/or painting, contact the Facility Repair Workers in your building.

27. Use of Information Technology: You are required to comply with University and Short Course Dorms guidelines for acceptable and fair use of University computing and information technology resources. You may not tamper with, alter or otherwise change parts of the data, voice or video network. Because of the limitations of the network, you are not to operate servers or services that make high demands upon the available shared bandwidth. If your bandwidth negatively impacts others, you will be expected to modify your content and/or cease the service. Residents who engage in the behavior of hacking or attempting to disrupt computer networks at the University are subject to serious disciplinary action by the Department and/or University.

28. Pets: All Pets, other than fish in a 20 gallon or smaller tank, are prohibited in the Short Course Dorms

29. Noise: Residents responsible for excessive noise and/or disruptive behavior may be subject to disciplinary action including contract termination. In addition to other discipline, residents may be required to remove stereos or musical instruments from their rooms.

30. Alcohol Ruling

a. The College of Agricultural & Life Sciences Residence Halls (Humphrey & Jorns) prohibits the personal possession, use or being in the presence of alcoholic beverages in or around Humphrey and Jorns Halls property, regardless of the person's age. (This policy is intended to address the negative effects alcohol abuse can have on the learning environment of our resident community.)

b. General Policies:

i. Alcohol consumption by any resident or guest of residents is not permitted in Humphrey or Jorns halls. This provision also includes family members.

c. As a practical matter of enforcement and in order to avoid disagreements regarding violations of the alcohol policy, empty alcoholic containers are not permitted in your room.

d. Common sources of alcohol are not permitted and can result in dismissal on a first offense. Common sources of alcohol are all containers (kegs, barrels, mixes in large containers, bowls, etc.) where the alcohol is intended to be served to a number of people.

e. Residents under the influence of alcohol or other drugs, regardless of age, will not be allowed to participate in Short Course Dorms sponsored programs.

f. Alcoholic beverages may not be consumed by residents and their guests at Short Course Dorms sponsored events.

i. If your guests are under the influence of alcohol or other drugs, they are not welcome in the Short Course Dorms and will be asked to leave.

g. Alcoholic beverages may not be consumed on grounds (including courtyard) adjacent to the Short Course Dorms (Humphrey & Jorns Halls).

h. Empty alcoholic beverage containers are not permitted in your room.

- i. Further information on alcohol-related services can be found at www.uhs.wisc.edu

31. The following are not permitted:

- a. Smoking is not permitted anywhere in the Short Course Dorms including public areas such as lounges, hallways, bathrooms or individual student rooms. All rooms prohibit use of alcohol, tobacco, incense burning or other drug use. If you choose such a room and do not abide by the restrictions, we can ask you to move to another floor or room. You must be 25 feet from any entrance while smoking.
- b. Tampering with locks in student rooms, or in other ways locking students in their rooms; altering or duplicating University keys; installation of radio or TV antennas; weight lifting equipment in student rooms; parking of bicycles or motor vehicles except where authorized; driving autos on lawns, fire lanes or sidewalks; removal of windows, window screens, and the dropping of objects from windows.
- c. Commercial activities, solicitation or advertisement in the buildings or on the Short Course dormitories.
- d. Possession, use or sale of narcotics or dangerous drugs; fireworks, firearms or any other material which might create a hazard.
- e. Changes in the rules and regulations may be made by the College during the term of the contract. Such changes will be published and placed on Short Course Dorms bulletin boards and also placed in each of the rooms occupied by students. Such notice will become effective one week after such publication unless the health or safety of persons using the facilities may be adversely affected by the delay; the implementation may be immediate.

32. **Accepting the terms:** When you accept the terms of this contract you agree to accept the authority on which all of the terms are based including state statutes, University Regent and Madison campus rules and regulations, and administrative procedures developed by the College of Agricultural and Life Sciences. The ultimate authority for all the terms of this contract rests with the State Legislature and Governor. Immediate responsibility for seeing that the terms of the contract are carried out rests with the Short Course Dorms House Fellows. Authority delegated to them is exactly the same authority as exists anywhere up the line to the state government. Failure to respond satisfactorily to the authority invested in Short Course Dorm House fellows will be grounds for instituting removal procedures from the dorms.

33. **Disciplinary Action:** If you are involved in disciplinary action for a violation of the rules and regulations which could cause your dismissal from the Short Course dormitories, you will be accorded the following:

- i. A written notice of the charges against you sent to your wisc.edu email address.
- ii. 3 Days to respond to the email from Assistant Director and 5 days to set up meeting.
- iii. At the conduct meeting, you are given the chance to explain the situation from your perspective. Assistant Director will then inform you of the outcome and any sanctions.
- iv. Failure to complete assigned sanctions by deadlines given may lead to dismissal from Short Course Dorms and Academic Program.