



LAKELAND
♦ UNIVERSITY ♦

Housing Contract Terms and Conditions
2016-17 Academic Year

Department of Residence Life W3718 South Drive, Plymouth, WI 53073 920-565-1042

This document and those referred to within it constitute the Lakeland contract for student housing. The housing services described are being offered under the terms and conditions contained in this contract. Nothing in this contract constitutes a landlord/tenant relationship as described in Chapter 704, Wisconsin Statutes. Please read carefully all terms and conditions in this contract.

Eligibility. Resident must be an enrolled full-time student at Lakeland. The Department of Residence Life reserves the right to terminate this contract if a resident's credit load falls below 12 credits.

Residency Requirement. Lakeland requires that all new full-time and transfer students under the age of 21 before September 1 of the academic year and with less than 28 earned credit hours reside on campus. The only exceptions will be: (a) if student is living with a parent; (b) if student is married; (c) if student is a former member of the armed services; or (d) if student is a single parent with a child. If the requirements to live off campus are met, but this contract is signed, it is still a binding contract. Housing accommodations for new students age 21 or older may be made available as space permits.

Contract Term. This contract is binding for both the Fall 2016 and Spring 2017 semesters unless the student graduates or departs Lakeland after the first semester. This contract becomes effective when the applicant has been notified in writing or electronically of the confirmation of their housing assignment by the Department of Residence Life and housing deposit. This contract cannot be terminated without the expressed written consent of Lakeland and only after conditions have been met stated in this contract.

Lakeland Agrees. The Department of Residence Life agrees to provide housing in the residence halls under the conditions of this contract.

Resident Agrees. The resident agrees to observe all policies and regulations listed in all Lakeland publications and available on the student portal. These publications include, but are not limited to the Lakeland Catalog, this Housing Contract Terms and Conditions, Student Handbook and other Lakeland publications on the Lakeland student portal and make timely payment of all housing fees.

Financial Obligations

- Upon confirmation of housing, the student applicant becomes financially liable for housing rental fees for all semesters covered in this contract. This contract is binding for the full academic year (fall and spring semesters) unless otherwise specified.
- All fees, charges and/or fines associated with housing occupancy are charged to the individual student's account. All financial liabilities are then considered due to Lakeland.
- All applicants must submit the housing deposit which will be held until the student permanently checks out of housing. Within 45 days following the student's permanent check-out, the housing deposit or portion remaining thereof (dependent on damage, lock change, extra cleaning charges, etc.) will be

credited back to the student's account. Significant damage to property may result in forfeiture of the entire deposit and additional charges to the student's account.

- Applicants for fall semester must cancel this contract in writing prior to July 1 in order to receive a refund of their deposit. Students who are confirmed in housing but cancel their housing contract after July 1 or fail to check-in to housing during the official dates of housing check-in and/or check-in to housing but withdraw from Lakeland during Lakeland's published 100% refund period will forfeit their housing deposit. New applicants for spring semester must cancel this contract in writing prior to December 19 of this contract academic year in order to receive a refund of their deposit.
- Students who withdraw from Lakeland will forfeit the housing deposit and will be charged a percentage (up to 100%) of the housing charges for that semester based on Lakeland's published refund schedule.
- New and returning students who do not check-in may be assessed the housing charge for the fall and spring semesters. Returning students who are confirmed, but do not check-in, will forfeit the housing deposit and may be assessed the housing charge for that semester.

Payment/Fees. The student will pay the college the prescribed room and board rate for each semester during the term of the contract. The initial rates are guaranteed for the academic year, barring extraordinary economic changes. Charges will begin the first day the residence communities officially open. Semester charges for room and board will be billed to the student's college account in two equal installments, with payments due at the beginning of each semester. **Housing agreements are binding for the entire academic year or portion thereof.** Failure to complete the agreement for any reason, including suspension or dismissal from the college or residence communities, may result in a forfeiture of all room and board fees plus a \$100 contract Breakage Fee. No transfer of the agreement to another student is permitted.

Deposit. All resident students are required to pay a \$200 housing deposit and must be submitted with this signed contract unless paid in a prior semester. Deposits may be submitted online at https://my.lakeland.edu/ICS/Campus_Life/Housing_Application. Residents are required to be current with their deposit at the start of each contract period. This deposit, minus fines or charges, will be refunded within 45 days after the last semester of contracted housing at Lakeland. If housing is not needed, this deposit is refundable up until July 1st.

Terms of Occupancy

- This contract provides a space (not a particular room) in Lakeland's residence halls and is binding after notification to the applicant of confirmation of his/her accommodations by the Residence Life Department. Lakeland reserves the right to increase the occupancy of rooms in order to accommodate all freshman. Contracts from new students must be received by June 1 in order to be included in the roommate matching process; contracts received after this date will be randomly assigned. Housing accommodations cannot be guaranteed to any student whose contract is received after June 30.

- Fees paid in accordance with this contract apply to housing occupancy within the published housing opening and closing dates for all semesters named herein. Unless otherwise established and published by the Residence Life Department, the residence facilities are opening between the first published date of housing check-in and the last official day of final examinations each semester. Beyond those dates, students are responsible for securing alternative housing at the student's expense. Fees paid in accordance with this contract do not apply to occupancy beyond closing dates. Special occupancy status as deemed appropriate and approved by the Residence Life Department, such as "overflight" housing may be billed to occupants based on a daily housing rate set by Lakeland.
- In accordance with this contract, students who are confirmed and assigned to housing by the Residence Life Department are entitled to all services provided as stated in Lakeland's publications. Students assigned to housing are entitled to occupy their assigned room until such time as removal or relocation is deemed necessary by the Residence Life Department. The Residence Life Department reserves the right to change or cancel a student's room assignment in the interest of order, health, and discipline, maximum utilization of residence space or disaster after reasonable notice to the student. Any expenses associated with relocation or cancellation will be the responsibility of the student.
- Lakeland is an equal opportunity institution. Room assignments are made without regard to race, creed, religion, color, veteran status, or national origin. Room or roommate requests based solely on race, creed, color, or national origin will not be honored.
- Lakeland reserves the right to assign any space a student applicant does not occupy by the last day of the published housing check-in period unless the student has submitted a written request to the Residence Life Department for late arrival.
- Rooms may be occupied ONLY by students to whom they are assigned. Rooms may not be sublet to any other person(s). Room changes and building transfers may be allowed only after receipt of written approval by the Residence Life Department. When the residence halls are not fully occupied, residents in partially occupied rooms may, at the discretion of the Residence Life Department, choose to pay 1.5 times the double rate in order to reserve a private room for that particular term or will be required to move and consolidate with other residents who are also in partially occupied rooms.
- While every reasonable attempt is made to honor special housing needs, no guarantees can be made.

Room Entry. The college reserves the right to enter any room at any time for the purpose of routine maintenance or repairs; inspection for inventory, control of fire, health, and safety regulations; responding to other emergencies, including life and/or health-threatening situations; investigating reasonable information that a crime is being or has been committed; and/ or responding to reasonable evidence that a college regulation is being or has been violated.

Contract Termination. A resident wishing to terminate this

contract during any part of the academic year must do so in writing by filling out a "Request to Break Housing Contract" form with the Department of Residence Life, and contract will only be terminated once approved. This contract is for the entire academic year and release at semester will only be granted for study abroad participation, entering active duty in the military and/or graduation of resident. This contract may be terminated by the college if a resident falls below 12 credits. The college may also terminate a student's residency in the housing community and take possession of the room at any time for violation of housing policies, violation of college rules/regulations or for reasons of health or safety.

Liability. Lakeland assumes no liability nor legal obligation to provide reimbursement for a resident's personal property resulting from loss, theft, damage or other perils. Residents are encouraged to carry personal property insurance.

Damages. Each resident agrees to pay for any damage to the building, room, common area(s) or college-owned furniture or belongings, including fire damage, caused by that resident's negligent actions or intentions. Where damage to a common area cannot be ascertained by the Department of Residence Life, the costs will be split evenly between assigned occupants. At the beginning of each contract period, each resident is required to fill out a Room Condition Report and return it to hall staff. Failure to do so will prompt the college to assume the room and belongings are in satisfactory condition.

Break Housing. Residents with valid reasons as determined by Residence Life staff may stay in their same room over break periods at no extra cost. Limited meals are available at a nominal cost. Residents must sign up with hall staff prior to break periods or they will not be allowed access to rooms. All residents are required to vacate their rooms within 24 hours of their final exam or at posted hall closing time, whichever comes first, unless previous arrangements have been made.

Check-out. Students who leave the residence communities must complete all checkout procedures, clean the room/unit, return all the furniture to its original site/condition and remove all belongings before 7:00 p.m. of the day the housing community closes at the end of the term. Failure to complete the aforementioned checkout on time may result in some combination of the following charges: a) cleaning fees; b) a \$50 improper checkout fee; c) reassembly fees; d) daily room and board rental fees; and e) possible assessment of storage fees.

Early Arrival/Late Move-out. Unless required by the college, students wishing to arrive on campus before the prescribed move-in date each semester or wanting to stay on campus past the last day of the contracted semester will be required to pay the per day rental fee. All residents wanting to move into their residence halls early or leave late must have approval from the director of residence life.

Personal Property. Residents are required to move all personal property from their living areas upon checking out of their room. Lakeland reserves the right, without liability, to discard any property left behind after 30 days of the termination of the contract period.

Dining Services. A food service plan is required for all resident

students. Dining service is available for resident students. Residents are required to show college identification and allow food service personnel to subtract the meal from their plan prior to eating. Dining service privileges are non-transferable. Additional meals may be purchased by contacting the Business Office. No refunds will be made for missed meals due to temporary absence from the residence communities.

Scanned or Digitally Imaged Signatures. The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

Contract Release Request Process. All obligations associated with this contract are binding. All requests for contract release must be made by the student in writing and must include appropriate supporting documentation. Upon receipt of the written request and supporting documentation, Lakeland will review the request and will respond in writing. Requests for contract release due to extreme extenuating circumstances (i.e., marriage during the contract term, physician-certified medical condition that cannot be accommodated by Lakeland, etc.) will be considered and may be approved at the discretion of Lakeland. In those rare cases in which a contract release is approved, the student's housing deposit, will be forfeited, the housing daily rate will be charged for all days that the student was assigned to housing during that term.

Responsibilities

- Smoking is prohibited within 25 feet of all resident halls entrances and in all interior areas including student rooms, lounges, lobbies and other residence hall common areas.
- Students must keep rooms clean and orderly at all times. The cleanliness of the residence facilities is the joint responsibility of the student and Lakeland's facilities staff. Charges may be assessed to students who fail to adhere to reasonable standards of cleanliness.
- Students are responsible for the care and proper use of all furnishings and equipment in the residence halls. Students may be charged for damage to, unauthorized use of or alterations to furnishings or equipment provided in rooms or common areas. Students are jointly responsible for the care and proper use of lounges and common or public areas. Vandalism or other improper care of rooms or public areas may result in fines and/or disciplinary action from Lakeland without refund. In addition, students found responsible for tampering with or altering fire protection devices or systems will be subject to federal and state laws, as well as Lakeland policies.
- Lakeland reserves the right to determine the use of all rooms, lounges, common and public areas in the residence hall and apartments. In addition, the Lakeland reserves the right to increase occupancy levels of rooms and/or buildings.

- Lakeland reserves the right to establish additional rules or policies necessitated by conditions or issues related to safety, care and cleanliness of facilities, to meet local, state, or federal laws or statutes and for the preservation of good order.
- Computer lines provided in each residence hall room/apartment are the property of Lakeland, which is solely responsible for designation of their use and selection of service vendors. Students may not install additional internet or telephone lines in any Lakeland owned facility. Students will be held responsible for any abuse of equipment, misuse of telephone and/or computer services. Students will be held liable for any telephone/computer charges incurred that are not specifically covered by the housing fee or use policy.
- The safekeeping of personal property is the responsibility of the student. Lakeland urges every student to exercise all appropriate care to avoid theft and other loss or damage. Lakeland and the Department of Residence Life are not liable for the loss of or damage to students' personal property, including but not limited to, acts of God, natural disasters, theft, mechanical failures, electrical surges, sprinkler discharge, accidents or natural disasters. Lakeland is not financially liable for temporary interruptions in service or utilities.
- Loss of personal property is not covered by Lakeland's insurance. Student should provide his/her own coverage either through family "homeowner's" policy or private renter's insurance, if this protection is desired.
- Authorized Lakeland personnel, including residence life, custodial, maintenance, and information technology employees may enter student rooms at any time to perform normal duties, make necessary repairs and/or to inspect rooms for damages and to assure Lakeland's policies are being adhered to.
- Students are responsible for knowing and observing all Lakeland rules, regulations, policies, and procedures as stated in Lakeland's publications and available on the student portal, including but not limited to the Student Handbook, the Catalog, etc. Students suspended from Lakeland housing for disciplinary reasons will forfeit their deposit and be liable for the semester's housing charges.
- Electronic Mail ("E-Mail") messages sent to student's Lakeland provided account are the primary and official method of communicating with students. Students are responsible for reviewing /responding to such correspondence.
- State and Federal laws, as well as Lakeland's policy, prohibit the possession and/or use of illegal drugs. Students found responsible for possession and/or use of any illegal substances in any Lakeland facility may be subject to immediate dismissal or suspension from Lakeland and housing without refund.
- Firearms, fireworks, explosives, combustible items or weapons of any kind are prohibited on campus including residence facilities. Possession and/or use of these items may result in dismissal or suspension from Lakeland without refund.