



Concordia University Wisconsin

Residence Hall and Food Service Agreement

- PAYMENT.** Student accepts responsibility for the payment at the rates established by the University, which shall be available from the Office of Residence Life and/or the Cashiers Office. A housing security deposit of \$300 is payable with this Agreement for CUW students. Applications will not be processed without the deposit. The security deposit may be used by the University for room and/or hall damage and/or unpaid discipline fines. The **security deposit is NOT REFUNDABLE** if the student does not assume occupancy of the room as specified in #5 Cancellation/Termination. Security deposit checks are to be made payable to Concordia University Wisconsin.
- TERM.** The effective dates for this Agreement shall be the Fall and Spring terms, or remaining portions thereof, beginning the first day of classes during the Fall term. This Agreement shall terminate 24 hours after the student's last Spring term examination, unless such student is participating in graduation ceremonies and notifies the Office of Residence Life. It is understood that housing is not included during the period between the end of Fall term and the start of Spring term, unless the student is given approval by the Office of Residence Life and meets the terms established in the Extended Housing Request form. The student understands that during Christmas and Spring Break periods all halls are closed, and the students may not occupy or enter their rooms during these periods. Only students who have approval from the Director of Residence Life, according to the terms of the Extended Housing form, may remain on campus during these periods. Upon moving into the assigned room/suite, the student must complete, sign and return the Room Condition Report to the Resident Assistant.
- INCORPORATED CONDITIONS.** All the conditions specified in this Agreement and the Student Handbook and the *Code of Student Conduct* constitute the full and complete terms and conditions. Residents must abide by all University rules and policies, which may be promulgated from time to time by the Vice President of Student Life in the interest of health, safety, the proper conduct of residents, and the orderly and effective operations of resident facilities. The University has the right to modify the Student Handbook and the Code of Student Conduct at its discretion. The student's signature below acknowledges that his/her name and contact information can be released to his/her assigned roommates. Falsification of any information on this Agreement may result in immediate termination of the Agreement, no matter when discovered. Changes of information can be made to the Director of Residence Life and Student Conduct.
- LEGAL AND BINDING.** This Agreement requires full payment for the term per semester of this agreement (or remaining portion from the effective date). If the student does not check-in an assigned space by the first day of classes for the first term in which this Agreement shall be in effect, the student may be reassigned to another space but remains obligated for full room and board payment. (see #5) Students who must arrive late may hold the original space by notifying the Office of Residence Life in writing prior to the effective date of this Agreement.
- CANCELLATION/ TERMINATION.** All cancellation requests must be made in writing to the Office of Residence Life, and are subject to pro-rated weekly board charges as proscribed in the University Catalog; a student who withdraws from a room after the start of a semester will not receive any refund of the semester room fee. **The \$300 security deposit will be forfeited in addition to any damages assessed and/or any outstanding balanced owed to CUW if the student cancels prior to the midpoint of Spring semester. Full room and board charges will continue until the student has completed the Express Check-out process. The University reserves the right to revoke any and all residential privileges at any time during this agreement. If the University terminates a student's Agreement for student conduct reasons, the student will forfeit the \$300 security deposit in addition to any damages or fines assessed and/or any outstanding balance owed to CUW.**
- ELIGIBILITY. On-campus housing is not guaranteed for any student.** Additionally, neither the University nor the student has ANY obligation to renew this Agreement. Concordia residence halls are for exclusive use of single, full-time, undergraduate students who will live in the University housing for the entire term of this Agreement. However, part-time, non-undergraduate students and students seeking housing for one semester may be accommodated as space permits. Applicants or residents who lose their academic eligibility must inform the Office of Residence Life within two business days and are subjected for removal from the residence halls and cancellation charges. Students may petition in writing to the Director of Residence Life and Student Conduct for an exception to this policy.
- MEAL PLANS.** Meals are assigned to each student and are not transferable to another person. A week of meals begins on Sunday and ends Saturday. Meals missed in one week may not be carried over into the next week. Failure to select a meal plan will result in the default Meal Plan of 15.
FALCON POINTS: Falcon Points are a way to add purchasing power to the selected Meal Plan. Falcon Points are used exclusively for food purchases on-campus. Falcon Points not spent by the last day of classes each semester will not be refunded. Fall Falcon Points may be used during Winterim but will expire at the end of Winterim. One Falcon Point is equivalent to one dollar.
MEAL PLAN CHANGES: Students may make Meal Plan changes prior to or during the first week of the semester.
- ASSIGNMENTS.** Placements are made by the Office of Residence Life based on full occupancy of each room/suite, depending upon designated capacity of that space. Residents who occupy space at below the designated capacity shall be assigned additional roommates if available, or must move to fill other vacancies. The University reserves the right to assign roommates, to change room or hall assignments, and/or consolidate vacancies by requiring students to move from one accommodation to another. The University may move one to all residents of a room if that room is needed to accommodate a resident with a disability. The University will not discriminate in room and hall placement on the basis of race, color, religion, national origin, or ancestry. The University will attempt to honor, whenever possible, request for particular accommodation. Failure by the University to honor assignment preferences will not void this agreement. Any and all requests, for room changes must be approved by Residence Life staff and must follow all policies, which includes freeze periods.
- EXPANDED HOUSING.** If demand for University housing exceeds supply, some confirmed and/or waitlisted applicants may be temporarily assigned to overflow or expanded housing spaces. Some campus rooms, including study lounges, may be used as temporary housing for additional students.
- ACCESS.** The University reserves the right to enter the student housing space: for regular inspections; to make necessary repairs, alterations or improvements; supply necessary services; when reasonable cause to believe a violation of University policy is in progress; exhibit the premises to service personnel or contractors; or as in otherwise necessary in the operation and protection of the premises or occupants therein. In case of apparent or actual emergency or violation of University policy, the University may enter the student's housing space at any time without prior notice. For non-emergency situations, entry shall be by arrangement with or invitation by one or more occupants of the room, suite or apartment, or if reasonable arrangements are impractical or refused, entry shall be made upon prior 24-hour notice.
- CARE OF FACILITIES.** The student shall maintain the housing space in a clean and orderly condition and make no alternations to the premises, such as, but not limited to, installing locks, erecting partitions, painting any surface in his/her room/hall, wall, ceiling, or University owned furniture, or attaching anything to ceilings, walls, floors or exteriors without prior consent of the Office of Residence Life. Student agree to pay for any damage and cleaning charges, as well as missing items in their rooms, suites or apartments (less reasonable wear and tear). Failure by the student to uphold this agreement will result in financial liability, loss of security deposit, disciplinary action and/or temporary/permanent loss of living privileges in resident halls and/or food

service privileges. When damage in common areas occurs and Residence Life staff does not know who caused the damage, charges will be split among the hall community.

12. **HOLD HARMLESS.** The resident agrees to defend, indemnify, and hold harmless the Board of Regents of Concordia University Wisconsin and its officers, employees, and agents from any and all liability, including claims, demands, cost, damages, and expenses of every kind and description (including death) or damages to persons or property which may be lost, stolen and damaged in any way, wherever that may occur on the premises of the University. Additionally, the student understands that the University does not provide protection against lost, damage or stolen personal property, and has been advised to obtain appropriate renter's insurance should such protection be sought.
13. **STUDENT WELFARE.** The University, in its opinion, reserves the right to require a resident to seek physical or psychological evaluation if the resident demonstrates behaviors that put him/herself or others at risk. In such instances, as well as other potentially serious conditions affecting a dependent student's welfare, the University may advise the student's parents, legal guardian(s), spouse, and/or identified emergency contact of the situation.
14. **NON-DISCRIMINATION.** Concordia University Wisconsin is committed to Christian values. The University, therefore, seeks to provide a learning environment free of harassment, discrimination or assaulting behavior of any kind, against the person or group. It is understood that such discriminatory behavior shall be an example of material breach of this agreement.

Concordia University Wisconsin reserves the right to refuse admission or re-enrollment or to place conditions on admission or re-enrollment of applications and former students who Concordia University Wisconsin determines a safety risk to Concordia University Wisconsin students, employees or property. Applicants have the right to appeal any decisions to the Vice President of Student Life within seven calendar days of when the notice was received.