

University Residence Halls Contract

FOR HOUSING AND DINING SERVICE

TERMS AND CONDITIONS: 2009–10 ACADEMIC YEAR

Underlined text = link
to further explanation
of contract term

This document and those referred to within it constitute the University of Wisconsin–Madison housing services contract for single student housing. The housing services described are being offered under the terms and conditions stated herein. Nothing in this contract constitutes a landlord tenant relationship as described in Chapter 704, Wisconsin Statutes.

If you agree to the terms and conditions of this contract and accept the offer of University Housing services, sign and submit the Contract Acceptance with the required deposit amount.

This contract will become legally binding on both parties if the signed Contract Acceptance and deposit are submitted to the Division of University Housing on or before the due date, or after the due date if an extension is granted by the Division.

1. ELIGIBILITY—You must be an enrolled student at the University of Wisconsin–Madison or otherwise determined eligible by the Director of Housing. The Division of University Housing reserves the right to terminate your contract if you are registered for, or your credit load is reduced to, five credits or less unless continued residency is determined warranted by the Director.

2. CONTRACT TERM—This contract is for the academic year and cannot be terminated except under the conditions stated under Item 11, TERMINATION OF CONTRACT, and Item 18, VACATING. Occupancy periods will be limited from August 28, 2009, to building closing time on December 24, 2009, and from January 16, 2010, to building closing time on May 16, 2010; winter break housing from January 2–12, 2010 is optional for an additional fee. For new residents, the spring semester begins Saturday, January 16, 2010.

If entered into after August 28, 2009, this contract applies only to the balance of Academic Year 2009–10. If the dates of the academic year are revised by the University, the revised dates will apply and will not change the financial obligations of this contract. The Division further reserves the right to adjust opening dates each semester in order to adapt to the registration calendar of the University without any adjustment to rates.

3. UNIVERSITY AGREES—The Division of University Housing, hereinafter called “the Division,” an agent of the University of Wisconsin–Madison, agrees to furnish housing and dining service in the residence halls under the terms

and conditions stated herein and in the 2009-10 viewbook accompanying this contract, which are by reference made a part of this contract.

4. RESIDENT AGREES—You agree to make payment of all housing and dining service fees established by the Board of Regents according to the 2009–10 payment schedule; to observe all rules and regulations of the Division and University of Wisconsin–Madison, which are by reference made a part of this contract; and to honor the terms and conditions stated in this contract. University regulations are presented on the UW–Madison Web site.

5. RATES—A copy of projected 2009–10 rates and the 2009–10 payment schedule is provided in the 2009-10 viewbook. (The Board of Regents makes final approval of 2009–10 rates by Summer 2009). Rates include a fee for use by resident student organizations to provide social, cultural, and educational services to residents. The Division reserves the right to adjust contract rates during the term of this contract and you agree to pay the rates and prices as adjusted. Adjustment in rates will not be greater than \$50 for the academic year. Individual food item prices may be adjusted to meet unforeseen cost changes.

6. PAYMENT—Payment will be made in accordance with the 2009–10 payment schedule. The Division reserves the right to make a charge of \$50 for each quarter that payment is not made by the due date.

7. INDEBTEDNESS—Failure to satisfy in a timely manner the financial obligations accrued under this contract may result in the denial of issuance/transfer of grade transcripts and/or enrollment; denial of reassignment; and/or eviction, pursuant to University rules and regulations governing the imposition of these sanctions.

8. ASSIGNMENT POLICY—The Division will not discriminate in assignment to University Housing on the basis of race, color, sex, sexual orientation, religion, disability, national origin, or ancestry. New residents who submit housing contracts by the deadline listed on their Contract Acceptance will be placed at random on a priority list for residence hall assignments. Most students are assigned to double rooms and share same-gender bathroom facilities located on each residence hall floor. Failure to honor assignment preferences will not void the contract. If you receive a temporary Expanded Housing room assignment, you may not later request termination of your

contract for that reason and you must accept a permanent assignment when offered. The Division reserves the right to change room or hall assignments, to assign roommates, or to consolidate vacancies by requiring you to move from single occupancy of a double room to double occupancy of a double room in the same hall.

To reside in University Housing, Wisconsin law [SS36.25(46)] requires students assigned to University Residence Halls to affirm whether they have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination if any.

To reside in University Housing, you must be able to perform your own independent tasks or have an attendant to assist you.

Smoking is not permitted anywhere in the University Residence Halls including student rooms and public areas such as dens, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any University Residence Hall and/or dining facility.

Although all residents are prohibited from using illegal drugs, and residents under 21 years of age are prohibited from using alcohol, if you request or are assigned to a substance-free house, you or your guests have made a commitment to refrain from using tobacco products (cigarettes, cigars, pipes, and chewing tobacco), illegal drugs, and/or alcohol in the house and from being under the influence of alcohol and illegal substances while in the house.

The Division reserves the right to temporarily assign additional residents above the design capacity of designated rooms until permanent space becomes available.

9. ROOM CHANGES—You may change rooms only with prior written authorization from the Division Assignment Office. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to your authorized assignment, a service charge of \$25, and/or disciplinary action.

10. DEPOSIT—The deposit submitted with the signed Contract Acceptance will be credited to your fourth quarter bill unless it becomes necessary to withhold the credit to cover other obligations incurred by you or arising under the terms of this contract. (See also Item 11, TERMINATION OF CONTRACT, Item 12, RELEASE, REFUND AND FORFEITURE POLICIES, and Item 15, DAMAGES AND COSTS.)

University Residence Halls Contract continued from previous page

11. TERMINATION OF CONTRACT

A. Mandatory Termination—Termination of this contract is mandatory if you lose eligibility as defined in this contract under Item 1, ELIGIBILITY.

B. You may apply to the Division for a release from your contractual obligation, however, the Division retains the right to grant or deny any release. A request for a contract release must be in writing to the Division. See Item 12, RELEASE, REFUND AND FORFEITURE POLICIES.

C. Termination by the University—The Division may terminate this contract under the following circumstances:

- (1) Exigency—The Division may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation for student housing not feasible or when the Division believes a resident of a temporary assignment cannot be placed in a permanent assignment within a reasonable time period.
- (2) Violation of Rules and Regulations—Once you sign and submit the Contract Acceptance, the Division may terminate this contract if you are found to have violated rules or regulations listed or referred to in this contract and/or the University of Wisconsin Administrative Code, chapters UWS 6: Complaints and Grievances; UWS 17: Student Nonacademic Disciplinary Procedures; and/or UWS 18: Conduct on University Lands. Disciplinary dismissal from the University or University Residence Halls will subject you to a forfeiture of \$300 in liquidated damages. See Item 12, RELEASE, REFUND, AND FORFEITURE POLICIES. If your contract is terminated any time during the academic year for disciplinary reasons, you may not return to the residence halls the following academic year.
- (3) The University reserves the right to deny or cancel a University Residence Halls Contract for University-provided housing to an individual whose conduct and/or proven criminal record indicates a potential threat or danger to the University community, including students, faculty, and staff.
- (4) Failure to Comply with Contract—If you fail to comply with any portion of this contract or a prior contract you held with the Division, the Division may terminate this contract with appropriate notice. The Division may also terminate this contract if you have unpaid charges from a previous Division contract.
- (5) Loss of student employment—you may lose your employment with the Division if your housing contract is terminated.

12. RELEASE, REFUND AND FORFEITURE POLICIES

A. Prior to Beginning of First Semester—You may apply in writing to the Division for a release from your contractual obligation, however, the Division retains the right to grant or deny any release.

- (1) The contract may be terminated upon payment of 85 percent of the financial obligation for housing and dining service fees remaining under the contract.

(2) If attending the University, a release to live off-campus is not guaranteed; however, if granted, you will be subject to the forfeiture listed below as liquidated damages whether or not a waiting list exists.

(3) If not attending the University and a contract release is granted for a reason not listed under item 12-C, you will be subject to the forfeiture listed below as liquidated damages whether or not a waiting list exists.

In all buildings:

release granted between May 2 and May 31:

forfeit \$50

release granted between June 1 and June 30:

forfeit \$150

release granted between July 1 and August 27:

forfeit \$250

B. Prior to Beginning of Second Semester—If your contract is for second semester only, and you are granted a release from your contractual obligation for a reason not listed under Item 12-C, you will be subject to a \$300 forfeiture as liquidated damages whether or not a waiting list exists. If attending the University, a release will not be granted to live off-campus. The contract may be terminated upon payment of 85 percent of the financial obligation for housing and dining service fees remaining under the contract.

C. Prior to Beginning of or During Contract Term—A contract release granted for any of the following reasons will not require a forfeiture: written notification to the Division of non-attendance at the University by May 1; denial of admission to the University with written notification of cancellation of housing contract to Division prior to beginning of contract term; being officially dropped from the University for academic reasons; inaccessibility to courses offered by the University and required for a major or minor course of study; substantial and unanticipated financial hardship; serious illness or injury to you or a member of your family or a death in your family that prevents attendance at the University of Wisconsin—Madison; enrollment in or transfer to another University of Wisconsin campus (excludes transfers for purposes of abroad experience) and contracting to live in the university residence halls on that campus for the term of this contract (contract termination requests for such enrollment or transfer must be received 15 days prior to the first day of classes for the semester to which they apply); terminations made under Item 11-C(1), TERMINATION OF CONTRACT.

D. During Contract Term—A contract release granted for any reason not listed in Item 12-C will subject you to forfeiture of \$300 as liquidated damages unless value remaining on your contract is less than \$300. These reasons include but are not limited to: Failure to register; denial of admission to the University with written notification to the Division of cancellation of housing contract to Division after beginning of contract term; withdrawal from the University; graduation in midyear; course completion; assignment to or participation in an internship, research, or exchange that requires living away from Madison; loss of eligibility as defined under Item 1, ELIGIBILITY; serious extenuating

circumstances when, in the Division's judgment, living elsewhere is warranted; disciplinary dismissal from the University or University Residence Halls.

E. Buyout Provision—If attending the University, a release will not be granted to live off-campus. The contract may be terminated upon payment of 85 percent of the financial obligation for housing and dining service fees remaining under the contract.

F. If you are granted a contract release under Item 11, TERMINATION OF CONTRACT, you will be refunded any unused housing fee payments on a prorated basis according to Division refund policies, provided appropriate check-out procedures under Item 19, CHECK-IN AND CHECK-OUT, have been followed. Refunds of housing and dining service fee payments will not be made for departures during the last fifteen nights of the first or second semester.

G. A portion or all of your contract payments may be applied to cover unpaid charges from a previous contract or the cost of repairs, replacement, or labor caused by you.

13. CONTRACT ASSIGNMENT—This contract cannot be assigned by you to another person. You may not sublet any part of the premises.

14. LIABILITY—The Board of Regents of the University of Wisconsin System, its officers, employees and agents has no legal obligation, nor any ability to provide reimbursement for your personal property resulting from loss, theft, water damage, vandalism, or any other perils, unless damage results from the negligence of a specific University employee.

Accordingly, you agree to hold harmless and indemnify the Board of Regents of the University of Wisconsin System, the Division and its officers, employees and agents, for damages sustained by you or others, as a result of your acts or omissions, relating to any changes or modifications made by you to your room or furnishings, such as the construction of loft beds, bunk beds, bookshelves, partitions, or other structures. This means that you are financially responsible for injury to another party, or damage to their property, as a result of any equipment or items you have constructed, created, purchased or used improperly, and that you will pay any resulting claims on behalf of the University.

15. DAMAGES AND COSTS—You agree to pay for any damages to the building, including fire damage, and for damaged or missing furniture, lost property, or service costs caused by you to University Residence Halls because of your negligent actions or intentions. Where two or more residents occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the Division, the cost of damage or loss will be divided and assessed equally between or among the residents of the room. The Division reserves the right to assess common area damage between residents of the house and/or hall.

University Residence Halls Contract continued from previous page

16. VACATION PERIODS—Students may not occupy their rooms later than 24 hours after their last summary instructional period of the semester. All residence halls will be closed beginning at noon on December 24, 2009 through January 1, 2010, and all services normally provided will be discontinued. Residents who opt for winter break housing and pay an additional fee in advance may reside in their residence hall from January 2, 2010 until the building opens again for the spring semester. All halls remain open during Thanksgiving and spring recesses.

17. DINING SERVICE—Dining service will be provided as described in the 2009-10 viewbook. Service hours and locations may be adjusted by the Division seven days after residents have been notified of the change. Dining service will not be provided during Thanksgiving and winter recesses including during the optional winter break housing period. The last day of dining service each semester will be the last day of exams.

Food or beverages obtained elsewhere may not be brought into Division dining areas. Only authorized student IDs or cash may be used. Altering, falsely producing, or falsely using student IDs or the Housing Food Account system in any way in an attempt to defraud the Division will result in University disciplinary charges and referral to the District Attorney for prosecution. Altered student IDs will be confiscated and a refund for the balance will not be made.

18. VACATING—You will vacate the premises within 24 hours after termination of this contract, discontinuance as a student, or your last summary instructional period of the semester, whichever occurs earliest. If you are graduating from the University, you may remain in your room until Commencement Day. Under no circumstances may you remain in your room later than building closing time on the last day of the contract term.

19. CHECK-IN AND CHECK-OUT—Upon moving into your assigned room, you should complete a Room Accountability Record online, which will be an accurate and complete record of the contents and condition of your room. When vacating the room, you must check out at the Hall Desk by returning your room key. The Check-Out Record, Room Accountability Record, plus a room inspection by your Building Supervisor, will serve as the basis for check-out charges or refunds as appropriate.

You agree to follow the proper check-out procedures when vacating the premises, which include returning your ekeys/fobs to the Hall Desk, removing personally owned or rented furniture and equipment, waste and debris, and leaving the room in an acceptable, clean condition. Should extra cleaning by Division personnel be required because of poor housekeeping by you and/or abandoned property require storage until disposal, a service charge will be made.

You agree to return all lofted furniture to its original layout before you move out.

20. ROOM ENTRY—Authorized personnel may enter your room for serious life- or health-threatening emergencies at any time including over break periods. Authorized personnel may enter your room to perform requested, preventive, prescheduled, or emergency maintenance, or, in the absence of occupants of the room, to silence a disruptive noise. When possible, advance notice of room entry will be given. Division employees are required to report any violations of the terms of this contract they may observe when in your room.

Room inspections will be limited to times when you have given your permission or when staff have reasonable evidence to believe a search is necessary to resolve a serious life- or health-threatening situation.

Property can be seized and removed from your room when it constitutes an imminent danger, when it is University-owned property, or when staff have evidence that an unauthorized pet is in the room.

21. RULES AND REGULATIONS

A. The following are requirements of state law or are University or Division regulations designed to maintain an appropriate physical and community environment for the mutual benefit of all residents. Violation of these rules and regulations will likely result in disciplinary action. All residents must comply with disciplinary sanctions issued through disciplinary hearings and meetings. Rules and regulations are explained in more depth on the University Residence Halls Web site.

(1) Safety and Security

(a) You are required to comply with safety and security procedures in University Residence Halls. Specifically, you may not tamper with security cameras, locked doors, admit unauthorized people into the residence halls, allow guests to be unescorted, lend or give your room key or Wiscard to anyone else, and interfere with fire fighters and/or equipment designed to prevent, detect, and fight fires. Residents may not tamper with student room smoke detectors. Doors meant to be locked and/or closed must not be propped open.

(b) Student ID cards may not be altered or used as false identification to impersonate another student. Residents must be able to produce appropriate identification when asked by a staff member.

(c) Parking of bicycles or motor vehicles except where authorized is prohibited. Bicycles and motor vehicles found in unauthorized areas may be removed. All bicycles and motor vehicles must be removed by the end of spring semester. Residence Hall rooms are considered unauthorized areas for motor vehicles. Bicycle storage is allowed in student rooms if the roommate agrees.

(d) Fireworks, firearms, weapons, chemicals such as but not limited to nitrous oxide, liquid nitrogen, turpentine, dry cleaning fluid, lighter fluid, gasoline, and other flammable chemicals that might create a hazard are prohibited.

(e) Burning candles and incense are prohibited.

(f) Individuals cannot be present in bathrooms intended for the opposite sex.

(g) Building evacuation is required when the fire alarm is sounding.

(h) Hypodermic needles must be disposed of in the special containers provided by University Housing.

(i) Tampering with electrical wires or outlets is prohibited. Rewiring any electrical source is prohibited.

(j) No ceiling fans may be installed in student rooms.

(k) The use of roller blades, roller skates, or skateboards is not allowed in, around, or adjacent to any University building, including University Residence Halls.

(l) Non-planted or dried vegetation is not permitted.

(2) Room Decoration and Care

(a) You are responsible for removing waste materials in accordance with recycling procedures, cleaning your room, and maintaining sanitation and safety conditions acceptable to the Division. Room arrangements and decorations which violate State Fire Code and/or pose a potential danger to yourself and others will not be permitted. Furniture attached to the floor or to walls may not be moved and furnishings in common areas may not be removed. Residents may not drill holes in or disassemble any furniture.

(b) Food preparation in an extensive and/or ongoing manner is not permitted in resident rooms. Microwaves (no more than one per room; 600–700 watts recommended), popcorn poppers, electric coffeepots, and other appliances without an exposed heating element are permitted if used safely.

(c) Appliances with open coils or exposed heating elements are prohibited. These include but are not limited to: convection ovens, toasters, toaster ovens, hot plates, electric frying pans, George Foreman grills, cup-type immersion heating coils, space heaters and other appliances with open coils or exposed heating elements, gas/propane powered appliances and charcoal cooking appliances. Stand-alone freezers and resident-provided air conditioners are also prohibited. Rooms have limited space and electrical capacity; residents may be required to remove appliances that cause electrical problems in the building. Only circuit breaker extension cords are permitted. University Housing is not liable for damage to electronic appliances and other items caused by power surges.

(d) The only pets permitted are fish in a 20 gallon or smaller tank.

(e) Windows and window screens may not be removed. Hanging items such as bird feeders outside your window is prohibited. Climbing out of a window onto the roof or window ledge is prohibited. Exiting your room via the window is prohibited except in a life-threatening situation.

University Residence Halls Contract continued from previous page

- (f) You may not bring or build your own loft.
 - (g) University provided room furnishings may not be removed from the room and stored elsewhere.
 - (h) If the loft is placed parallel and up against the window, safety railings are required. The loft should not impede egress from the room.
 - (i) Furniture must be placed in a manner that allows the room door to open without obstruction.
 - (j) Radio and/or TV antennas may not be attached outside of windows.
 - (k) Weight lifting equipment other than hand weights used for jogging or aerobics is prohibited.
 - (l) Changes may not be made to the walls, ceiling, or floor. The level of the floor may not be raised. Wall coverings such as paneling or wallpaper may not be added. Items may not be affixed to or hung from the ceiling, including but not limited to: fishnet, flags, posters, clothesline, and ceiling fans.
 - (m) Residents may not paint resident rooms.
 - (n) Room doors must be able to open freely and without obstruction. Personal property on the outside of the room door must be attached to the door only, and not expand to the door frame or walls. No electrical lights may be hung on doors or door frames. Harassing or demeaning materials on the outside of your room door are prohibited.
- (3) Guests**
- (a) You are responsible for, and will be held accountable for, the behavior of your guests and visitors. A guest is defined as: any person who does not live in the hall whom you bring or let into the hall; any person who comes to visit you once you become aware of his/her presence; or any person who is in your room who does not live in your hall.
 - (b) Guests may not stay more than 3 consecutive nights in any hall.
 - (c) Guests are permitted only with the roommate's consent. No more than 3 people (residents or guests) in a double room and 2 people (residents or guests) in a single room may be sleeping at any given time. If you have a different room type, check with your Residence Life Coordinator for the maximum number of people who may sleep in your room.
 - (d) Overnight guests are not allowed during final exam periods.
 - (e) One overnight guest per night is generally allowed during break periods except during the optional winter break housing period from January 2–12, 2010.
 - (f) Guests and visitors may not be in possession of resident room keys, or ekeys/fobs. Guests and visitors must be escorted whenever they are outside of a host's room and must use bathroom facilities designated for use by their own sex. Guests are permitted regardless of the time of day, provided they are properly escorted and other policies relating to guests are followed.
 - (g) Guests are not permitted if they are under the influence of alcohol or other drugs.
 - (h) Due to the increased number of guests during certain time periods, halls may require guests of residents to be registered with Housing staff.
 - (i) Guests are not allowed during the designated days of Halloween.
- (4) Substance Use**
- (a) All state laws and the published University Housing and University policies pertaining to alcohol use will apply. All residents in possession of alcohol should have age-bearing and picture identification at all times.
 - 1. Student rooms where both residents are under the legal drinking age of 21 must be alcohol free at all times. Guests who are of legal drinking age may not consume alcohol in these rooms.
 - 2. Empty alcoholic beverage containers are not allowed in your room if you are under the age of 21.
 - 3. No person under the age of 21 may store, possess, or consume alcoholic beverages in the University Residence Halls or host a party where alcohol is present.
 - 4. Alcoholic beverages may only be consumed by residents who are at least 21 years of age in their room or by their guests who must also be at least 21 years of age.
 - 5. If you are 21 or older, but your roommate is underage, alcohol may not be possessed or consumed in your room and empty alcoholic beverage containers are not permitted in your room.
 - 6. No person may provide alcohol to anyone under 21 years of age.
 - 7. Any person in possession of alcohol can be expected to be asked for identification.
 - 8. Alcoholic beverages or empty alcoholic beverage containers are not allowed in common areas.
 - 9. Common sources of alcohol are not permitted and can result in dismissal from University Residence Halls on the 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 multiple people.
 - 10. In addition to the above policies, student rooms in the designated substance-free housing must be alcohol free at all times.
 - 11. Alcoholic beverages may not be brewed or distilled in residence hall facilities.
 - 12. Residents under the influence of alcohol or other drugs, regardless of age, will not be allowed to participate in University Housing sponsored programs.
 - 13. Alcoholic beverages may not be consumed by residents and their guests at University Housing sponsored events.
 - 14. If your guests are under the influence of alcohol or other drugs, they will be asked to leave the premises.
 - 15. Alcohol may not be consumed on grounds adjacent to the University Residence Halls.

16. Students who are transported to the hospital or detox can expect to have their parents/guardian contacted.

(b) The possession, use, or intent to deliver narcotics, dangerous drugs, or marijuana is prohibited. The possession, use or intent to deliver narcotics or drugs at a University Housing function or on grounds adjacent to the residence halls is prohibited. The possession of paraphernalia that is specific and unique to illegal drug use is prohibited. The misuse of prescription medication, including but not limited to sales and distribution is prohibited. The misuse of over-the-counter medication is also prohibited.

(c) Smoking is not permitted anywhere in the University Residence Halls including student rooms and public areas such as dens, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any University Residence Hall and/or dining facility.

- (5) Use of Information Technology. You are required to comply with University and University Housing policies for appropriate and fair use of University and University Housing computing and information technology resources.** You may not tamper with, alter, or otherwise change parts of the data, voice, or video network. Nothing may be hung from the ResNet cable raceway in rooms. You are not to operate servers or services that make high demands upon the available shared network bandwidth. If your bandwidth negatively impacts others, you will be expected to modify your content and/or cease the service. Unauthorized peer-to-peer file sharing of copyrighted works including but not limited to downloading of music and videos on the Internet is illegal, and a violation of U.S. Copyright law and the University's appropriate use policy. If you are notified of an alleged copyright infringement tied to your computer's IP address on the ResNet network, this violation will result in disciplinary action and/or possible loss of Internet access from the ResNet network for the remainder of the academic year.
- (6) Promotional Activities and Campaigning.** All forms of door-to-door canvassing and soliciting, whether for commercial or informational purposes, are prohibited. This includes a prohibition against materials placed under or on resident doors. Commercial activities, solicitation, or advertisement in or on the University Residence Halls premises including use of phones and information technology resources is prohibited. Door-to-door campaigning is prohibited. Only University agencies, residence hall student organizations/interest groups/committees and UW-Madison registered student organizations are permitted to engage in political campaigning with limitations in the residence halls. Further details are noted on the University Residence Halls Web site.
- (7) Community Atmosphere.** Disruptive, dangerous, excessively noisy behavior, or behavior which intimidates, or hazes other people, or interferes with the quiet enjoyment of the premises by residents is

University Residence Halls Contract continued from previous page

prohibited. You may be required to remove stereos or musical instruments from your room. Playing musical instruments such as but not limited to amplified musical instruments (including electric guitars and keyboards), drums, and brass instruments, is not allowed in resident rooms. During established quiet hours, it is expected that noise from you and/or your room should not be enough to disrupt residents of the community, including rooms on floors above and below. Yelling and/or playing music out of windows is prohibited.

(a) Sleeping or sexual activity is not permitted in common area space.

(b) Residents are required to abide by community decisions regarding use of common area space.

(c) Hallways, lobbies, and dens must not be used for storage of belongings for any length of time, even on a temporary basis.

(d) Housing-provided furniture in dens and lounges must not be removed.

(e) Common area spaces cannot be used to show or listen to pornographic material.

(f) Playing sports in common areas inside and/or using any type of bat, ball, stick, or other object is not allowed.

(8) Video/cell phones and other electronic devices.

Residents may not take images of a person without his/her permission within the residence halls. Transmission of such images electronically also requires permission from the person.

(9) Gambling.

State laws regarding gambling will be enforced. The exchange of money in gambling ventures is prohibited, including but not limited to penny poker, games of chance, betting on sports, and online gambling from the residence halls.

(10) Vandalism.

You may not damage, deface, and/or destroy University property or property belonging to another resident or guest either deliberately or through negligence.

B. Residents who engage in the behaviors listed below will be subjected to serious disciplinary action on a first offense, including dismissal from the halls, or suspension or expulsion from the University. UW Police will be notified in most instances and civil and criminal charges may be made in addition to University disciplinary action.

(1) Throwing or dropping objects out of windows. Violations of this rule include, but are not limited to, throwing objects such as water balloons, cans, or firecrackers out of windows.

(2) Possessing and/or hosting a party in which a keg, barrel, or common source of alcohol is present.

(3) Possessing, using or intending to deliver narcotics or dangerous drugs including the delivery of marijuana. The use or possession of controlled substances as

defined in Chapter 961 Wis. Stats. is prohibited on all University property. Wisconsin Administrative Code, UWS 18.10.

(4) Tampering with fire equipment (such as but not limited to alarms, sprinkler systems, extinguishers, common area smoke detectors, and pull station covers) and exit signs. Violations of this rule include, but are not limited to, removing the fire extinguisher from its prescribed location, fully or partially discharging a fire extinguisher for any purpose other than putting out a fire, setting off false fire alarms, breaking the glass covering pull stations, tampering with common area smoke/heat detectors and room sprinkler systems, and tampering with exit signs. Nothing may be hung from the room sprinkler system.

(5) Setting fires. Violations of this rule include setting fire to items on a room door or bulletin board or any other flammable material in the halls, and fires caused by a lit candle or cigarette.

(6) Assault/battery against another individual. Violations of this rule include, but are not limited to, threatening another person with physical harm verbally or physically, or touching another person, with or without a weapon, in a manner that is aggressive and threatening.

(7) Interfering with a staff member engaged in the performance of his/her duties; interference includes, but is not limited to: verbal abuse, physical intimidation or use of physical force, and the display of demeaning or humiliating visual materials.

(8) Interfering with the security system, tampering with locks in student rooms and other areas, tampering with elevators, altering, loaning, or duplicating University keys, and tampering with security cameras. Violations of this rule include, but are not limited to, jamming a door shut or tying doors shut; taping open locks on doors; duplicating your room key to give a copy to a friend or any other person; tampering with control panels on an elevator or dumping water in the elevator; forcing doors open or preventing them from opening.

(9) Shooting off firecrackers and/or fireworks. Violations of this rule include, but are not limited to, discharging or in any way attempting to discharge types of manufactured or homemade fireworks including cannons or bottle rockets in, out of, or adjacent to a residence hall. The size of the firecracker is irrelevant.

(10) Possessing and/or using firearms (guns — including pellet guns, BB guns, airsoft BB guns), bows and arrows, ninja stars, or any other dangerous weapons. Individuals may not display or portray as real any object that resembles a weapon.

(11) Inappropriate use of pepper spray/mace.

(12) Hacking or attempting to disrupt computer networks at the University or University Housing.

(13) Theft from roommate or community property.

Tampering with washing machines, game machines, and/or vending machines in order to avoid paying is prohibited. Taking food/beverage from Food Service dining rooms/stores without paying for it and/or consuming food/beverage in Food Service dining rooms/stores before paying for it is prohibited. The removal of personal property belonging to your roommate or another community member without consent is prohibited and will be treated as theft.

(14) Harassment is prohibited. Harassment is defined as verbal threats, intimidation, or conduct which: tend to cause or incite a breach of the peace; or are severe or pervasive enough to substantially interfere with a reasonable student's educational performance, opportunities or benefits, or mental, emotional or physical well-being and which actually do so interfere. The presentation of any idea, regardless of the idea's nature or perceived value, may not be considered harassment unless it is accompanied with verbal threats, intimidation, or conduct as previously defined.

(15) Vomiting, urinating, or defecating in public areas outside of the bathrooms is a health hazard and is prohibited.

C. Changes in the rules and regulations may be made by the Division during the term of this contract by placing notices on house bulletin boards one week before the changes become effective. If the health or safety of persons using the facilities may be adversely affected by the delay, implementation may be immediate.

22. DISCIPLINARY ACTION—If you are involved in disciplinary action for a violation of the rules and regulations that could cause a room change or dismissal from University Residence Halls, you will be accorded the following:

- A written notice of the allegations against you.
- Sufficient time to prepare a response to the allegations.
- A hearing.
- An opportunity to appeal to higher administrative authority.

23. PERSONAL PROPERTY—Residents are responsible for removing all personal property from the University Residence Halls when they move out. The University has the right, without liability, to dispose of all personal property left or abandoned on the premises 30 days after the expiration or termination of the current contract. During such 30-day period, the University of Wisconsin Board of Regents, the Division, and its officers, employees, and agents will not be responsible for loss, damage, or theft of the property.

24. CONTRACT CHANGES—Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Housing.

25. FACILITY REPAIRS/IMPROVEMENTS—The Division reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy periods.