



# AGREEMENT FOR HOUSING AND DINING

## Terms and Conditions for the 2023-2024 Academic Year

August 17, 2023 – May 3, 2024

### 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.

The term "residence halls" refers to all residential buildings operated by Winona State University (Alumni House, Conway, East Lake, Haake, Kirkland, Lucas, Prentiss, Morey-Shepard, Richards, Sheehan, and the Sustainability House), except where noted.

The term "room" refers to rooms, suites, and apartments, except where noted.

**Providing an electronic signature within the online housing application constitutes acceptance of the terms of the Agreement.** 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. Your signature (or proxy, if under 18) on the Agreement for Housing and Dining form indicates that you have read the Agreement, understand it, and agree to all the terms and conditions included in it. 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 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).**

### 2. ELIGIBILITY

To be eligible to live in university housing you must be formally accepted and enrolled in at least 12 undergraduate credits per semester, or 6 graduate credits, at Winona State University or Minnesota State College Southeast. To be eligible to live in the East Lake Apartments or Sustainability House, you must have a minimum of 24 earned credits. If you lose your status as an enrolled student at any time during the agreement period, or if you fail to register for academic coursework by the end of the 10<sup>th</sup> class day of the semester, or withdraw from classes, you will be required to vacate your 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. You may be asked to provide documentation that you are actively working toward a resolution.

WSU reserves the right to deny an application or cancel a housing agreement to an individual whose conduct and/or criminal record indicates an actual or perceived threat or danger to the University community, including students, faculty, staff, and guests.

### 3. AGREEMENT TERMS

This Agreement is binding for one 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. If you arrive early or stay late, you will be subject to additional charges. If you enter into an Agreement after the academic year has commenced, your Agreement is binding from the date you sign your Agreement. You are responsible for the room, meals, and payments until you and your belongings vacate the premises, check out properly, and end the agreement per its conditions (**See Housing and Dining Cancellation Policy**).

The Agreement terms become binding at the time you have submitted it to WSU with your signature.

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

**STUDENT'S OBLIGATION** – The student agrees to:

- pay all specified fees;
- become familiar with and observe all rules and regulations of the WSU Student Conduct Code, the Housing and Residence Life Policies and Procedures, found online at <https://www.winona.edu/housing/policies.asp> and to abide by Agreement terms;
- conduct yourself in a manner which is in the best interest of the health and general welfare of the WSU residence halls, other residents, or yourself;
- be responsible for payment of any damages assessed to your 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;
- be financially responsible, individually, or collectively, for any damage or required cleaning to common areas of your living community and its furnishings.

**You may not:**

- Sell, trade, give away, or transfer your room or meal plan agreement.
- Remove University property from your assigned room.
- Duplicate the room key.
- Loan or share your door access card
- Keep pets at any time (except for fish in an aquarium of less than 10 gallons).

### 4. RIGHT OF ENTRY

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

## 5. CAMPUS DINING

All students living in the residence halls (except the East Lake Apartments) are required to be on a meal plan. If a meal plan is not selected during the room and meal plan selection process, the Warrior Anytime plan will be assigned. Students living in the East Lake Apartments, who want a meal plan, can sign up for a meal plan on their Housing Portal.

- Meal plans can be **decreased** ONLY within the first 10 class days of fall semester and the first 10 class days of spring semester for the Warrior Anytime and 14 meals per week plans.
- Meal plans may be **increased** at any time.
- Dining Dollars are non-refundable.
- Dining Services has a dietician available to support students with dietary restrictions.
- Dining Services reserves the right to adjust meal hours and service locations.
- Dining services are not provided during breaks or Summer Session.

## 6. RESERVATION ADVANCE PAYMENT

A \$250 payment (\$200 is a pre-payment and \$50 is a non-refundable application processing fee) is required at the time you sign and complete your Housing Application/Agreement. The \$200 pre-payment will be applied to your student account for your first semester.

## 7. RATES AND PAYMENT

Room rates include utilities, laundry, and wireless internet access. Room and meal plan rates are determined annually and are subject to change. You agree to pay the rates established. Payment of your room and meal plan charges may occur any time prior to the beginning of a semester. 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. 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. If there is a default of payment, the student is liable for all legal and collection costs.

## 8. CANCELLATION OF AGREEMENT

### A. Submitting a Cancellation Request

- Cancellation requests must be made by the student unless they are physically incapacitated. Requests made by anyone other than the student is considered invalid and could delay processing time.
- Cancellation requests of this Agreement must be submitted online through the student's Housing Portal or via email to [housing@winona.edu](mailto:housing@winona.edu).

### B. Cancellation Prior to the Agreement Start Date for NEW first year and transfer students.

#### If beginning fall semester:

- Agreement cancellations received on or before July 1 will be refunded the \$200 pre-payment.
- Agreement cancellations received after July 1 will forfeit the \$200 pre-payment.

#### If beginning spring semester:

- Agreement cancellations received on or before January 1 will be refunded the \$200 pre-payment.
- Agreement cancellations received after January 1 will forfeit the \$200 pre-payment.

### Cancellation Prior to the Agreement Start Date for RETURNING students:

- Agreement cancellations received on or before May 1 will be refunded the \$200 pre-payment.
- Agreement cancellations after May 1 will forfeit the \$200 pre-payment

If a housing application is submitted after the cancellation deadline as noted above, the student will have 10 calendar days to submit a cancellation request to be refunded the \$200 pre-payment.

### C. Cancellation After the Agreement Start Date for New and Returning Students:

Proper cancellation of this Agreement will be defined as: submitting a cancellation request via the Housing Portal or emailing [housing@winona.edu](mailto:housing@winona.edu) within the guidelines stated below, proper completion of the check-out process, returning the room key, and physical check out of the room.

#### (Refer to the Housing and Meal Plan Cancellation Policy).

- Students who do not to return to the residence halls for spring semester, must move their belongings and properly check-out with any staff member. Failure to do so will result in a charge of \$30 per day over the Winter Break period until all possessions are removed and all check out procedures are properly followed. Students will also be held responsible for any fees associated with an improper check-out, including key replacement.
- Students who fail to arrive and are not enrolled in courses will forfeit the \$200 pre-payment and the \$50 application fee is non-refundable.
- Students who physically leave the residence halls during the semester for any of the following circumstances, with supporting documentation, are still financially responsible for all portions of this Agreement and will be charged a \$50 administrative fee for breaking their Agreement:
  - a. non-admission, official approved withdrawal, or dismissal from the University by academic suspension.
  - b. experience a serious medical problem requiring withdrawal;
  - c. extreme, unanticipated financial hardship arising after the beginning of academic semester;
  - d. Marriage;
  - e. Parental responsibilities.
- Students who move out of the residence halls while remaining an enrolled student at WSU or MSC-SE, will be charged an \$800 agreement cancellation fee.
- WSU may immediately cancel this Agreement and enter and retake possession thereof for the following reasons:
  - a. failure to make payment;
  - b. damage from fire, smoke, water or other causes natural and unnatural;

- c. noncompliance with the rules and regulations of the residence halls, University policies, local laws, or federal and state laws. If the cancellation of this Agreement is based upon a disciplinary action, the student may be required to vacate immediately, and is subject to all meal plan stipulations. No previously paid charges or deposits shall be refunded to the student in such cases;
  - d. noncompliance with and/or breach of this Agreement;
  - e. loss of student status;
  - f. for conduct violations: appropriate appeal procedures are provided upon presentation of the written notice to vacate and can be found in the WSU Housing and Residence Life Policies and Procedures Handbook;
- Students will be charged a daily room rate for each night they remain in the room until they vacate and complete the residence hall check-out procedure.
  - If through an appeal process the student is reinstated after a required withdrawal, the student will fulfill the balance of this Agreement as though a removal had not occurred.

**REFUNDS:** Students who leave the residence halls after the Agreement start date may be subject to a refund of charges:

- Charges are pro-rated from the date you return your key to cover the cost of your occupancy and meals.
- Room is charged on a daily basis.
- Meals are charged on a weekly basis.
- For the Warrior Anytime, 14, and 10 meal plans, a week begins on Friday and ends on Thursday.
- Dining Dollars are non-refundable under any circumstances.
- Block Plans are non-refundable if it has been used.

## 9. ROOM ASSIGNMENT/SELECTION

WSU agrees to provide students a space in a residence hall and contracted meals under the following terms and as described in this Agreement. The \$250 pre-payment and a signed Agreement need to be received to select (or be assigned) a room. New student is defined as someone who has never lived in WSU residence halls. Returning Student is defined as someone who has lived in WSU residence halls and would like to apply to live on campus again.

### New Student Room Selection

Room selection for new students will be determined by the date the Housing Agreement and \$250 pre-payment are submitted to WSU, whichever date is later. Students who submit their signed Housing Agreement and \$250 pre-payment by May 1 will get to select their room on their Housing Portal during the room and meal plan selection process in May. Students who apply after May 1, or do not pick a room during room selection, will be assigned a room by the Housing Office after the initial room selection period has ended. No specific assignment based on a student's preference is guaranteed. Failure to honor such requests is not a breach of this Agreement and will not void the Agreement.

### New Student Roommate Groups

For specific roommates, both students must have a signed Agreement and have made the \$250 pre-payment to create a roommate group. Roommate groups must be created and verified by May 1 in their Housing Portal. Students in a roommate group will receive the same time slot for room selection. Time slots for roommate groups are based on the average of the two students signed Agreement dates. The \$250 pre-payment and signed Agreement need to be received by both students to select a room. Roommate groups are a maximum of two students.

### Returning Student Room Selection

Priority room selection for returning students begins early October for students wanting to return the residence halls for the following year. Students can refer to the returning student room selection process outlined on the website.

### Room Changes

- WSU reserves the right to change your assignment for reasons of health, safety, need for repair services, vacancy consolidation, disciplinary sanctions, or unresolvable incompatibility of roommates. WSU will determine if you, your roommate, or both, will be reassigned.
- Room change requests can be submitted on your Housing Portal during specified times
- Requests can be submitted June 1 – July 15 and will be accommodated prior to the start of the Fall term, if possible.
- After the Agreement start date, you may request a room change after the 10<sup>th</sup> class day of the semester in accordance with our published procedures.
- Unapproved room changes, failure to follow proper room change procedures, or failure to properly complete a room change request will result in a \$50 administrative fee, you will be required to return to your assigned space (if you moved improperly) and may result in the forfeiture of any future room change privileges.

## 10. LOFTS/BUNK BEDS

Loft extension kits may be rented through the Housing and Residence Life Department at a rate of \$50.00 per semester, per loft (or \$100.00 per academic year). You agree to return the loft in the condition it was received and to reimburse WSU for repair/replacement cost of loft for all damage more than normal wear and tear. Students in a super single room can choose to loft both beds for \$50.00 per loft per semester.

The following outlines the required proper use when you rent and use a loft/bunk beds:

- Safety bar use is required for all loft/bunk beds.
- Student will assemble and use all the rented items only in accordance with the instructions provided.
- Student will make no alterations, additions, or changes to the bunk bed/loft.
- All extra bed parts must be stored in the student's room.
- Student is responsible for disassembling and returning the loft to the predetermined location.
- If the loft is not returned at the appropriate location and time, an improper return fee will be assessed to the student.
- If the loft is damaged beyond ordinary wear and tear due to student's own negligence, misuse or for any other reason, student will pay to repair such damage.

- The use of the loft/bunk bed will be at the sole risk of the student. The student hereby releases Winona State University from all liability resulting from any use of the loft/bunk bed.
- All charges will be billed to the student's account.
- If the student wishes to return their loft for a refund, the return must take place within the first 10 days of the semester.

#### **11. MOVING IN AND OUT OF THE RESIDENCE HALLS**

You are responsible for complying with check-in and check-out procedures as stated in the WSU Housing and Residence Life Policies and Procedures Handbook as well as related memos sent out by the Housing and Residence Life Office.

- You agree to check in and occupy your assigned room by the tenth-class day or the tenth day of your agreement period —if beginning during the semester— to maintain a claim to your assigned space.
- If you are not registered or checked in by the tenth-class day, or tenth day of your agreement period of the semester, you will forfeit your room assignment and the \$250 pre-payment as well as incur a \$50.00 administrative fee.
- Acceptance of your room key confirms your status as a resident. You are responsible for completing your room inspection on your Housing Portal within 24 hours of accepting your room key. At check-out, damages found in your room and not indicated on your room inspection will be billed to you and/or your roommate(s).
- Mail and packages will be forwarded for 30 days to the permanent address on file. If an address is not provided, or if the 30 days has passed, all mail will be returned to sender.
- You must vacate your room and the WSU residence halls within 48 hours of withdrawing from the university or loss of student status.
- For fall semester, you must vacate your room and the residence hall within 24 hours of your last final examination or by the published hall closing time, whichever occurs first.
- For spring semester, you must vacate your room and the WSU residence hall within 24 hours of your last final examination.

#### **12. LIABILITY**

Winona State University is not responsible for damage or theft of your personal property, including money. We encourage you 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 you are 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.

#### **13. VISITORS**

- All visitors must be agreed upon by all occupants of the assigned room. If a roommate(s) objects to the presence of a visitor or their behavior, the visitor must leave the premise. Students are responsible for the behavior and actions of their visitor(s) and their compliance with campus policies. Students who host a visitor in the residence halls will be held financially responsible for any damage caused by their visitor(s). Violation of any visitor policy places the student's Housing Agreement status in jeopardy.
- Students must register their visitor(s) at their residence hall front desk.
- Visitors, under the age of 18, who are not a WSU student, must provide a signed "Minor Guest Form" upon entering the residence halls.

#### **14. BREAK PERIODS**

WSU residence halls are open during the agreement period. The residence halls close for Thanksgiving, Winter, and Spring Breaks. Students wishing to remain in the halls during the breaks must submit a request on their Housing Portal and gain approval by their Area Coordinator/Hall Director. Students wishing to remain in the halls during Winter Break, however, must pay an additional fee. Student must abide by all published policies and procedures for staying during a break period. There is no dining service or shuttle service during break periods.

#### **15. 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 you or we will have the right to immediately cancel this Agreement. We will not be financially responsible to you for any damage which results from such a cancellation.

#### **16. CLOSING CLAUSE**

This Agreement, the Housing and Meal Plan Cancellation Policy, and the Housing and Residence Life Policies and Procedures Handbook represent the entire agreement between the parties and no oral promises between the University and the resident are binding. Upon signing this Agreement, you agree to become aware of and comply with all State, University, Housing and Residence Life rules, policies, regulations, and procedures as published in the Housing and Residence Life Policies and Procedures Handbook 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.