

Lakeland University Housing Contract

The Parties to this Housing Contract Terms and Conditions for Fall 2024 are Lakeland University, Inc. (hereinafter "Lakeland" and Lenora Stuckmann (hereinafter "Student"). 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, or other relevant Wisconsin Statutes and regulations. Please read all terms and conditions in this contract carefully.

Eligibility. The Lakeland University Housing Contract is binding for the 2024-2025 academic year. A separate housing and dining application must be completed for summer terms. Students who move off-campus during any part of the academic year without approval may be charged for the entire academic year.

Contract Term. This contract is for the entire term and cannot be terminated at any other time. There are separate housing applications for the academic term (fall/spring), winter break, and summer break. This contract cannot be terminated at any other time unless first approved by the director for residence life. This contract becomes effective when the applicant has been notified of their housing assignment. This contract cannot be terminated without the expressed written consent of Lakeland and only after conditions have been met stated in this contract.

University Agrees. Lakeland agrees to provide housing in the residence halls under the conditions of this contract and the Lakeland Student Handbook.

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 and Residential Handbooks, and other Lakeland publications on the Lakeland student portal.

Financial Obligations

- Upon confirmation of housing, the student applicant becomes financially liable for housing rental fees for all semesters covered in this contract.
- 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.

- Applicants for fall housing must cancel this contract in writing prior to July 1, 2024 in order to receive a refund of their deposit. Students who are confirmed in housing but cancel their housing contract after July 1, 2024 or fail to check-in to housing during the official dates of housing check-in and/or check-in to housing but withdraw from will not be issued a refund.
- Students who withdraw from Lakeland after the add/drop period will forfeit the housing fee and will not receive a prorated charge.
- New students who do not check-in may be assessed the housing charge for fall.

Payment/Fees. The student will pay the university the prescribed room rate for the term of the contract. The initial rates are guaranteed for the fall, barring extraordinary economic changes. Charges will begin the first day the contract. Room charges will be billed to the student's university account according to the signed Student Fall Housing Contract. If a student is working on campus during the fall, payments can be taken out of their paychecks according to dates indicated on the contract. If a student is not working on campus, they must make the payments to the Business Office on or before the indicated dates on the contract. **Housing agreements are binding for the entire fall.** Failure to complete the agreement for any reason, including suspension or dismissal from the university 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.

Non-refundable Deposit. All resident students are required to pay a \$200 housing non-refundable deposit and must be submitted with this signed contract unless paid in a prior semester. Residents are required to be current with their deposit at the start of each contract period.

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 Department for Residence Life. Lakeland reserves the right to increase the occupancy of rooms in order to accommodate all students.
- Fees paid in accordance with this contract apply to housing occupancy within the published housing opening and closing dates for the summer contract period. 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 the end of the contract period. Special occupancy status as deemed appropriate and approved by the Department for Residence Life, 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 Department for Residence Life are entitled to all services provided as stated in Lakeland’s publications. Students assigned to housing are entitled to occupy their assigned room for the term of this contract or until such time as removal or relocation is deemed necessary by the Department for Residence Life. The Department for Residence Life 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 September 1, 2024 unless the student has submitted a written request to the Department for Residence Life 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 Department for Residence Life.
- While every reasonable attempt is made to honor special housing needs, no guarantees can be made.

Room Entry. The university 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; Lakeland University Campus Safety officers may enter on the basis of “Probable Cause” or “Reasonable Suspicion” for investigating information that a crime is being or has been committed; and/or responding to reasonable evidence that a university regulation is being or has been violated.

Room Search policy. Please see Lakeland University Student Handbook.

Contract Termination. Housing agreements are binding for the entire academic year or winter and summer housing terms. The university may 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 university rules/regulations or for reasons of health or safety.

Liability. Lakeland assumes no liability nor legal obligation for any damages to 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 university-owned furniture or belongings, including fire damage, caused by that resident's negligent actions or intentions. Where responsibility for damage to a common area cannot be ascertained by the Department for 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 university to assume the room and belongings are in satisfactory condition.

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 university, students wishing to arrive on campus before the prescribed move-in date for the fall or wanting to stay on campus past the last day of the contracted semester will be required to pay the per day rental fee and may be relocated to another hall or room. All residents wanting to move into their residence halls early or leave late must have approval from the director or assistant director for 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.

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 and the housing daily rate will be charged for all days that the student was assigned to housing during that term.

Responsibilities

- Smoking, including vaping, is prohibited within 25 feet of all residence hall 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 for 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 can 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.