

# **Indiana University Bloomington**

## **2016-2017 Fall Semester Ashton and Evermann**

### **Housing and Meal Plan Contract Terms and Conditions**

This contract is between you and the Division of Residential Programs & Services (RPS) on behalf of The Trustees of Indiana University. Your acceptance of the terms of this contract is indicated by electronic submission of this contract. If you are under 18 years of age, this contract will not be effective unless your parent or guardian agrees to its terms via electronic submission. If granted permission by the assistant director of assignments, a signed printed copy of the contract may be mailed to RPS.

You must agree to the contract terms before you can submit your housing preferences.

IU makes all assignments without regard to race, color, religion, sexual orientation, disability, or national origin.

#### **Definitions**

1. "Start Date" means the earlier of the date you move in, if you have arranged for early arrival, or August 17, 2016.
2. "End Date" means the earlier of December 16, 2016, or the "Cancellation Date" as defined below.
3. "Contract Term" means the period including the Start Date and through the End Date of this contract.
4. "Unit" means the particular residential space to which you are assigned.
5. "Checkout" means the published checkout process for your particular residence hall or apartment.
6. "Checklist" means being blocked from enrolling for classes or obtaining a transcript until you address identified academic or financial deficiencies. Failure to make payments required by this contract will result in being placed on the checklist.
7. "Cancellation Date" means:
  - A. The date you turn in your unit key(s) or key card and complete Checkout, or
  - B. If you never occupy your unit, or if you vacate your unit and do not notify the Assignment Office or Apartment Assignment Office in writing, or if you vacate and do not complete Checkout, the day the Assignment Office or Apartment Assignment Office learns that your assigned unit is vacant.AND
  - C. This Cancellation Date will also be used to determine the cancellation fees for your meal plan.
8. "Occupant" means a family member, dependent, or domestic partner identified in your contract who will be living with you in your assigned unit who is not a contract holder. You must get approval from the manager of assignments to have anyone live in the unit with you other than a roommate who also has a contract for the unit or an Occupant as defined in this Paragraph.
9. "Operational costs" means overhead expenses associated with meal plans including but not limited to materials, labor, utilities, etc. and are identified on our website at <http://www.rps.indiana.edu/costs.cfml>. If you cancel your meal plan, operational costs are part of the cancellation fee.

#### **Charges and Fees**

10. Specific housing and meal plan costs for the previous academic year are available online at <http://www.rps.indiana.edu/costs.cfml> and final costs for the coming year are posted after Trustee approval in the Spring semester. Residency in Ashton may require a meal plan. No meal plan is required for Evermann.
11. There is a \$12 per semester residence hall student government fee for Ashton and a \$6 per semester family council activity fee for Evermann. All first-time RPS residents are required to pay a non-refundable \$200 application fee at the time of contract submission.
12. Charges for housing at Ashton and I-BUCKS 60 and 25 meal plans are based on an academic year structure and are billed by semester. Charges for housing services at Evermann are billed monthly.
13. Students who have left RPS housing for two consecutive semesters (excluding summer term) or more must pay a non-refundable \$100 processing fee.

#### **Term and Cancellation**

14. RPS may cancel this contract if:

- A. you fail to maintain eligibility requirements, or
  - B. you fail to make timely housing payments, or
  - C. you fail to comply with behavioral standards (Paragraphs 43 -46), or
  - D. you are dismissed from IU.
15. Cancellation terms and associated fees differ between housing (Paragraphs 33 - 35) and dining services (Paragraph 41 & 42). These fees will be billed to your bursar account. Before you make a decision to cancel, make sure you calculate the charges that will be assessed.
16. If this contract is cancelled prior to the end of its term, you must follow the cancellation procedures, pay the cancellation fees, and complete Checkout.
17. Renewal of the contract at the end of the Contract Term is not guaranteed.

## Housing

### Eligibility

18. To be eligible to reside at Ashton or Evermann for the Fall semester only, you:
- must be a registered IU student, as defined in the *Code of Student Rights, Responsibilities, and Conduct* at [www.iu.edu/~code/](http://www.iu.edu/~code/), and
  - must be at least nineteen (19) years of age, and
  - cannot be a freshman, and
  - must have either lived in an IU residence hall or apartment for two semesters or completed two semesters at another college or university, and
  - must be either graduating at the end of Fall semester or participating in an IU-sponsored academic program such as an internship, student teaching, or overseas study during Spring semester
- OR
- must be deemed eligible by the assistant director or manager of assignments.
19. Convicted sex offenders are not eligible to reside in university housing. If RPS learns that a current or pending resident is a convicted sex offender, this contract will be cancelled.

### Assignments

20. Your priority for requested assignment is based on the date of electronic submission of this contract and confirmation by RPS of the fees identified in Paragraphs 10 – 13 that are applicable to you. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.
21. RPS will make a preliminary unit assignment; however, if RPS is unable to deliver possession of the unit preliminarily assigned, you agree to accept assignment to another unit.
22. RPS reserves the right to change your assignment in appropriate circumstances, including but not limited to Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of part or all of an RPS facility, consolidation of vacancies, or irresolvable incompatibility of roommates.
23. Your assignment will be in either Ashton or Evermann, which will be in operation for the Fall semester only. If your academic plans change and you need on-campus housing for the Spring semester, please contact the Assignment Office or the Apartment Assignment Office to discuss available options for relocating to another RPS facility. You will be required to sign a new contract.
24. Federal and state laws require that RPS notify you of the possibility that lead paint may have been used in the construction of some of our buildings. If applicable to your unit, you will be provided a link to the *Lead-Based Paint Disclosure* online, and you must electronically verify that you have read it before you will be allowed to occupy the unit.

### Conditions of Occupancy

25. At Ashton, your assigned unit shall be occupied only by you. Occupancy for more than four (4) consecutive days, more than once a semester, by any other person shall constitute a breach of this contract unless prior written consent is obtained from your residence manager. At Evermann, your assigned unit may be occupied by you, other Occupants, or a roommate who also has a contract for the unit. You may host overnight guests for three (3) consecutive nights.
26. You are responsible for keeping your assigned unit sanitary and safe. You agree to report any deteriorated conditions of your unit or its furnishings to your residence manager. You agree to pay for damaged or missing furnishings and damages to the unit and those charges will be billed to your bursar account.

27. When you vacate your unit, you agree to return the furniture to its original position; to leave the unit in a clean, orderly condition, reasonable wear and tear excepted; and complete Checkout.

### **Room Entry**

28. IU reserves the right to enter your unit according to the procedures set forth in *The A to Z Guide to Residence Hall and Furnished Apartment Living* (Ashton) at <http://www.rps.indiana.edu/atozguide.cfm> or *The Guide to Unfurnished Apartment Living* (Evermann) at <http://www.rps.indiana.edu/aptguide.cfm> for law enforcement purposes, as well as for custodial services, safety inspections, unit repair and maintenance, pest control, and emergency situations. In general, in non-law enforcement and non-emergency situations, twenty-four (24) hour notice will be given prior to entry.

### **Keys/Key Cards**

29. Depending on your particular residence hall or apartment, your key may be programmed access on your university ID or key. If you misplace your ID or unit key, RPS staff may issue you a temporary key or card to allow access while you obtain a replacement. All residence hall and apartment unit keys and key cards, including university IDs, are the property of Indiana University and may not be loaned or duplicated by residents. Programmed access is terminated on your university ID within twenty-four (24) hours of Checkout as defined in Paragraph 5. Residents must return unit keys and loaned keys or cards at Checkout; a fee will be charged to your bursar account if unit keys or loaned key cards are not turned in.

### **Obligation to Vacate the Unit; Abandoned Personal Property**

30. You agree to vacate your unit:
- immediately if directed to do so in exigent circumstances, or
  - within three (3) calendar days of losing eligibility for housing, or
  - at Ashton, within twenty-four (24) hours after completing your last final examination Fall semester or by 10 a.m. on December 17, 2016,  
OR
  - at the end of the Contract Term.
31. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by RPS after fifteen (15) days. Your bursar account will be charged the daily rental rate and any cost associated with disposal.

### **Fees for Cancellation of Housing**

32. To request to cancel this contract, go to [one.iu.edu/store/iub](http://one.iu.edu/store/iub) and select the "Cancel Housing Contract" button and log in. Complete the form and submit. If you are unable to complete this process online, contact the assignment office (Ashton) at [housing@indiana.edu](mailto:housing@indiana.edu) or call 812-855-5601, or contact the apartment assignment office (Evermann) at [apthouse@indiana.edu](mailto:apthouse@indiana.edu) or call 812-855-6600 for assistance. All requests to cancel must include your full name, and ten-digit IU ID number.
33. Cancellation fees will be assessed in the following manner:
- First-time residents will be charged a \$600 cancellation fee for cancellations after July 15, 2016 and prior to the Start Date.
  - Continuing residents will be charged a \$600 cancellation fee for cancellations prior to the Start Date.
  - For cancellations occurring on or after the Start Date:
    - You will be charged the daily rental amount through the Cancellation Date and a \$600 cancellation fee if you:
      - are a no-show, or
      - withdraw from IUB for the remainder of the academic year, or
      - withdraw for medical reasons, military service, an internship, student teaching, or overseas study experience, or
      - are suspended, expelled, or academically dismissed from the university.
    - You will be charged the daily rental amount through the Cancellation Date and sixty (60) percent of the remaining balance of the contract if you:
      - move into an off-campus residence, or
      - are suspended or expelled from university housing, but remain enrolled at IUB.
34. If you remain enrolled at IUB and choose to retain your meal plan after cancelling the housing portion of this contract, you may continue to utilize your I-BUCKS on the terms and conditions set forth in this contract.

### **Meal Service**

#### **Options**

35. Undergraduate RPS residents have the following options for meal plans:

	I-BUCKS 60 Plans				I-BUCKS 25	Flex Bucks	No Plan Required
	Max	Plus	Standard	Mini			
Second-Year RPS Residents (Ashton)	X	X	X	X			
Third-Year or More RPS Residents (Ashton) and All Evermann Residents	X	X	X	X	X	X	X

Prior to August 1, 2016, you may change your Fall semester meal plan to another plan for which you are eligible. These changes can be made online at <http://go.iu.edu/AW>. Meal plans cannot be changed if a negative I-BUCKS balance results.

### Dates of Service

36. RPS dining services are available during academic sessions. RPS does not provide meals under this contract during Thanksgiving break.

### I-BUCKS Plan

37. The purchase price of all meal plans includes the payment of Operational Costs and I-BUCKS. I-BUCKS may be used at any RPS dining facility and the RPS online dining service. I-BUCKS 60 plans provide a sixty (60) percent discount off retail prices. I-BUCKS 25 plans provide a twenty-five (25) percent discount off retail prices.

38. I-Bucks 60 and I-Bucks 25 plans are accepted and provide a twenty-five (25) percent discount at the Bookmark[et] Eatery. I-BUCKS are not accepted at the Indiana Memorial Union.

39. I-BUCKs roll over as follows:

- A. I-BUCKS roll over from Fall semester to the Spring semester of the Contract Term.
- B. Any I-BUCKs remaining at the end of the Contract Term roll over at the sixty (60) percent discount rate if you purchase an I-BUCKS 60 plan for the 2017-18 academic year.
- C. Any I-BUCKS remaining at the end of the Contract Term roll over at a twenty-five (25) percent discount rate if you purchase an I-BUCKS 25 Plan for the 2017-18 academic year.
- D. Any I-BUCKS remaining at the end of the Contract Term roll over at a twenty-five (25) percent discount rate and may be used through December 17, 2017 if you do not buy any I-BUCKS plan for the 2017-18 academic year.
- E. Rollover I-Bucks are not accepted at the Bookmark[et] Eatery or at the Indiana Memorial Union.

40. You are responsible for reporting a lost or stolen university card storing I-BUCKS to Campus Card Services at 812-855-8711 or <http://www.cacard.indiana.edu/cacard/>. You will be responsible for all purchases made with your I-BUCKS

### Fees for Cancellation of Meal Service

41. If you cancel the housing portion of this contract, you may also request to cancel your meal plan. You may submit your request at <https://one.iu.edu/store/iub> and select the “I-BUCKS Meal Plans” button and log in. Select the option “change plan” and the option to appeal. In the text box, explain your reason to cancel your meal plan and submit. If you are unable to complete this process online, contact dining services at [rpsdine@indiana.edu](mailto:rpsdine@indiana.edu) or call 812-855-1764. All requests to cancel must include your full name and ten-digit IU ID number.

42. If your request is granted, in addition to the fees associated with the housing portion of the contract, you will be charged the following fees:

A. You will be charged for I-BUCKS used, prorated operational costs through the Cancellation Date and a \$400 cancellation fee and will lose all rollover if you:

- are a no-show, or
- are placed on the Checklist, or
- lose eligibility for housing, or are suspended, expelled, or academically dismissed from the university.

B. You will be charged operational costs for the Contract Term as a cancellation fee and rollover I-BUCKS may be used at a twenty-five (25) percent through the end of the academic session in which you cancel if you:

- move into a fraternity/sorority house, or
- move into an off-campus residence, or
- are suspended or expelled from university housing, but remain enrolled at IUB.

## **Behavior and Conduct**

43. You agree to familiarize yourself with and comply with all rules and expectations for conduct set forth in *Code of Student Rights, Responsibilities and Conduct* at <http://www.iu.edu/~code/> (the "Code") and the *Indiana University Residence Hall Rules and Regulations* section of *The A to Z Guide to Residence Hall & Furnished Apartment Living* or *The Unfurnished Apartment Guide* at <http://www.rps.indiana.edu/housing.cfm>. Violations may result in assignment changes pursuant to the Assignments section of this contract, eviction proceedings, meal service cancellation, contract cancellation, and/or disciplinary action taken by IU.
44. RPS reserves the right to make a temporary reassignment to another unit or building if it is believed that you pose an imminent threat of physical or emotional harm to an individual, physical harm to property, or a significant threat to the stability of the community. This reassignment will be made pending referral to the Office of Student Ethics for appropriate action, which could result in your return to your original assignment, permanent reassignment, or cancellation of your contract.
45. RPS reserves the right to cancel your housing and dining contract and require you to leave university housing when you have exhibited behaviors that significantly disrupt the life of the residential community or pose a serious risk to any resident (including self), student, staff, faculty member, or visitor. Depending on the circumstances, the conduct underlying the university's decision to cancel this contract may also be referred to the Office of Student Ethics for appropriate action.
46. You are responsible for your own actions and the actions of your Occupants or guests while on university property. This contract may be cancelled if you, your Occupants or guests violate contract provisions, state law, federal law, university policies, or RPS policies.

## **Liability and Insurance**

47. The university does not assume responsibility for any loss to person(s) or personal property. It is recommended that you maintain adequate public liability insurance coverage and renter's insurance coverage for your personal property.

## **Payments; Late Fees; Other Remedies**

48. You agree to make your payments to the Office of the Bursar for your housing and meal plan according to the bursar's posted schedule. You agree that failure to make required payments does not relieve you of the obligations and duties of the contract. Past due balances on any part of your bursar account, including charges associated with this contract, are subject to the bursar's posted late fees.
49. You agree to pay all reasonable costs and expenses, including attorneys' fees, court filing fees, collection agency fees, etc., incurred by the university in enforcing this contract.
50. The failure of IU to exercise its options under this contract does not constitute a waiver or relieve you from your remaining obligations and duties under this contract.