

Indiana University Bloomington

2017 Summer Residence Hall

Housing 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.

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 one (1) day before the beginning of the four (4), six (6), eight (8) or twelve (12) week academic session you attend. Academic session dates are set by the Office of the Registrar at <http://registrar.indiana.edu/official-calendar/index.shtml>.
2. "End Date" means the earlier of July 28, 2017, or the last day of your academic session as defined by the Office of the Registrar, or the "Cancellation Date" as defined below.
3. "Contract Term" means the period between the Start Date and 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.
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 in writing, or if you vacate and do not complete Checkout, the Cancellation Date is the day the Assignment Office learns that your assigned unit is vacant.

Charges and Fees

8. IU Bloomington's enrollment deposit of \$100 for all new students is due by May 1, 2017. This is not an RPS fee, but it must be paid before your housing assignment will be made.
9. Charges for housing are billed one time according to the schedule of the Office of the Bursar. All first-time residents are required to pay a non-refundable \$200 application fee payment at the time of contract submission.
10. There is a \$5 residence hall student government fee.

Term and Cancellation

11. RPS may cancel this contract prior to the end of the Contract Term if you:
 - A. fail to pay the IU Bloomington enrollment deposit by May 1, 2017, or
 - B. fail to maintain eligibility requirements, or
 - C. fail to make timely housing payments, or
 - D. fail to comply with behavioral standards (Paragraphs 29 – 32),OR
 - E. are dismissed from IU.
12. If you are a student subject to the IUB residency requirement, you may cancel your contract only if you receive a written exemption for the requirement from RPS. You must then follow the cancellation procedures, pay the cancellation fees, and complete Checkout.
13. Renewal of the contract at the end of the contract term is not guaranteed.

Housing

Eligibility

14. To be eligible for a summer residence hall contract, you must be:
 - a registered IU student enrolled in at least one (1) summer session course, or
 - deemed eligible by the assistant director of assignments
15. 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

16. Your priority for requested assignment is based on the date of electronic submission of this contract and confirmation by RPS of payment of the fees identified in Paragraphs 8 - 10 that are applicable to you. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.
17. 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.
18. RPS reserves the right to change your assignment in appropriate circumstances, including, but not limited to Americans with Disabilities (ADA) Act compliance, disciplinary reasons, catastrophe, renovation or closing of part or all of the facility, consolidation of vacancies, or irresolvable incompatibility of roommates.
19. 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

20. Your assigned unit shall be occupied only by you. Occupancy for more than four (4) consecutive days, more than once during the academic session, by any other person shall constitute a breach of this contract unless prior written consent is obtained from your residence manager.
21. 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.
22. 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

23. IU reserves the right to enter your unit according to the procedures set forth in *The A-Z Guide to Residence Hall & Furnished Apartments* at <http://www.rps.indiana.edu/atozguide.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

24. Depending on your particular residence hall, your key may be programmed access on your university ID or a 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 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. Residents must return unit keys and loaned key cards at Checkout; a fee will be charged to your bursar bill if unit keys or loaned keys or cards are not turned in.

Obligation to Vacate the Unit; Abandoned Personal Property

25. You agree to vacate your unit:
 - A. immediately if directed to do so in exigent circumstances, or
 - B. within three (3) calendar days of losing eligibility for housing, or
 - C. within twenty-four (24) hours after completing your last final examination each academic sessionOR
 - D. at the end of the Contract Term

26. 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 for any cost associated with such disposal.

Fees for Cancellation of Housing

27. To request to cancel the housing portion of this contract, go to 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 at housing@indiana.edu or call 812-855-5601 for assistance. All requests to cancel must include your full name and ten-digit IU ID number. If you are cancelling your contract because you are withdrawing from IUB for medical reasons or are called to active military duty, you will be required to provide documentation along with your cancellation request.
28. Cancellation fees are set forth below. Before you make a decision to cancel, make sure you calculate the fees that will be assessed.
- A cancellation fee of \$200 will be assessed if you cancel prior to May 1, 2017. A cancellation fee of \$600 will be assessed if you cancel on or after May 1, 2017.
 - For cancellations occurring on or after the Start Date:
 - You will be charged the daily room rate 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 session, or
 - withdraw for an internship, student teaching, or overseas study experience, or
 - lose eligibility for housing, or are suspended, expelled, or academically dismissed from the university, or
 - graduate.
 - You will be charged the daily room rate through the Cancellation Date and sixty (60) percent of the remaining balance of the contract 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.
 - You will not be charged a cancellation fee if you withdraw from IUB for medical reasons or are called to active military duty and your supporting documentation is approved.

Behavior and Conduct

29. 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 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* at <http://www.rps.indiana.edu/housing.cfm> . Violations may result in assignment changes pursuant to the Assignments section of this contract, contract cancellation, and/or disciplinary action taken by IU.
30. 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.
31. RPS reserves the right to cancel this housing 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.
32. You are responsible for your own actions and the actions of your guests while on university property. This contract may be cancelled if you or your guests violate contract provisions, state law, federal law, university policies, or RPS policies.

Liability and Insurance

33. 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

34. You agree to make your payments to the Office of the Bursar for your housing charges 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 and will be charged to your bursar account.

35. 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.
36. 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.