

# **Indiana University Bloomington**

## **2018-2019 Fall Semester Housing**

### **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. This contract is for housing only. Based on your class standing and housing assignment, you may be required to sign a separate dining contract.

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 15, 2018.
2. "End Date" means the earlier of December 14, 2018 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. "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.
7. "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.

### **Charges and Fees**

8. Specific housing 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.
9. There is a \$12 per semester residence hall student government fee for Ashton and Forest, and a \$6 per semester family council activity fee for Evermann.
10. All first-time RPS residents are required to pay a non-refundable \$200 application fee at the time of contract submission.
11. Charges for residence hall housing are based on an academic year structure and are billed each semester. Charges for apartment housing services are billed monthly.
12. Except for fees listed in Paragraph 10, all charges and fees referenced in this contract will be billed to your bursar account.

### **Term and Cancellation**

13. RPS may cancel this contract if you:
  - a. fail to pay the IU Bloomington enrollment deposit by May 1, 2018, or
  - b. fail to maintain eligibility requirements, or
  - c. fail to make timely housing and/or meal plan payments, or
  - d. fail to comply with behavioral standards (Paragraphs 35 - 38), or
  - e. are dismissed from IU.

14. 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.
15. Renewal of the contract at the end of the Contract Term is not guaranteed.

## Housing

### Eligibility

16. To be eligible to reside at Ashton, Forest 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 semesterOR
  - must be deemed eligible by the assistant director or manager of assignments.
17. 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

18. Your priority for requested assignment is based on the date of electronic submission of this contract. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.
19. 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.
20. 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.
21. Your assignment will be in Ashton, Willkie or Evermann for only the fall semester. If your academic plans change and you become an admitted student to IUB and would like on-campus housing, please contact the Assignment Office ([housing@indiana.edu](mailto:housing@indiana.edu)) or Apartment Assignment Office ([apthouse@indiana.edu](mailto:apthouse@indiana.edu)) to discuss your options. You will be required to sign a new contract.
22. 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

23. 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 person other than your assigned roommate 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.
24. 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.
25. 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

26. 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 or Willkie) 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

27. 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 if unit keys or loaned key cards are not turned in.

## Break Periods

28. All residence halls and furnished apartments are open during university breaks including fall, Thanksgiving, semester, and spring breaks. Please be aware that the building population will likely be very low during break periods as most residents will be away and services and staff available for students who stay are adjusted. In addition, your housing experience may be impacted by routine maintenance or renovation that may be undertaken during break periods. To be eligible to stay during break periods, you will be required to register to stay prior to each break. Guests will not be allowed to stay during break periods.

## Obligation to Vacate the Unit; Abandoned Personal Property

29. 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 and Forest within twenty-four hours after completing your last final examination,  
OR
  - at the end of the Contract Term at 10 a.m. December 14, 2018.
30. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by RPS after fifteen (15) days. You will be charged the daily rental rate and any cost associated with disposal.

## Fees for Cancellation of Housing

31. 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.
32. Cancellation fees are set forth below. Before you make a decision to cancel, make sure you calculate the fees that will be assessed.
- First-time residents will be charged a \$600 cancellation fee for cancellations after July 15, 2018 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 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 year, 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

33. 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/atozguide.cfml>. 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.

34. 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.
35. RPS reserves the right to cancel your 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.
36. 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**

37. 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**

38. 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.
39. 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.
40. 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.