Indiana University Bloomington
2015-2016 Residence Hall
Housing and Dining 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 manager 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.

Charges and Fees
1. The residence halls covered by this contract require a meal plan. RPS offers three levels of housing options: Economy, Standard and Enhanced, and three meal plan programs. Specific housing and dining service costs for the previous academic year are available online at [www.rps.indiana.edu/costs.cfm](http://www.rps.indiana.edu/costs.cfm), and final costs for the coming year are posted after Trustee approval in the spring semester.

2. There is a $12 per semester residence hall student government fee and, depending on your particular learning community, an activity fee of $50 or $100 per semester.

3. Charges for housing and meal plans are based on an academic year structure and are billed each semester. All first-time RPS residents are required to make a $300 payment at the time of contract submission. This payment represents a non-refundable $100 processing fee, a one-time Repair & Renovation (“R&R”) fee of $100, and a $100 deposit. Your $100 deposit will be credited automatically to your spring semester housing charges.

4. Students who have left RPS housing for two consecutive semesters (excluding summer term) or more must pay a $100 processing fee.

5. IU Bloomington’s enrollment deposit of $100 for all new students is due by May 1, 2015. This is not an RPS fee, but it must be paid before your housing assignment will be made.

6. First-year, undergraduate RPS residents are required to open and have a beginning balance in your CampusAccess account. $50 per semester will be deposited into your CampusAccess account, and this charge will appear as “RPS CampusCard Starter Deposit” on your bursar bill. RPS Dining Services offers a ten percent (10%) discount off cash prices when students use their CampusAccess account for payment. Deposits into CampusAccess accounts are subject to all terms and conditions for CampusAccess accounts. See [http://www.cacard.indiana.edu/cacard/](http://www.cacard.indiana.edu/cacard/) for details. Additional deposits may be made into the CampusAccess account above and beyond these semester deposits.

Term and Cancellation

7. The term of this contract is from the earlier of the date you move in, if you arrange for early arrival, or from August 19, 2015 (“Start Date”), through May 6, 2016 or, if earlier, the “Cancellation Date.” Adjustments to contract rate charges for early or late arrival will be made on a prorated basis.

8. RPS may cancel this contract if you fail to: a) pay the IU Bloomington enrollment deposit by May 1, 2015, b) maintain eligibility requirements, c) make timely housing and/or meal plan payments, d) comply with behavioral standards (Paragraphs 47 - 50), or e) if you are dismissed from IU.

9. Cancellation terms and associated fees differ between housing (Paragraphs 34 & 35) and dining services (Paragraph 46). These cancellation fees are billed to your bursar account. Before you make a decision to cancel, make sure you calculate the charges that will be assessed.

10. 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 (Paragraph 13). Note: Canceling this contract to move into a fraternity or sorority house does not release you from the cancellation fees.

11. Renewal of the contract at the end of the contract term is not guaranteed.
Definitions
12. "Unit" means the particular residential space to which you are assigned.

13. “Checkout” means the published checkout process for your particular residence hall.

14. “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.

15. “Cancellation Date” means:
   A. The date you turn in your unit key(s) or key card and complete Checkout.
   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.
   C. This Cancellation Date will also be used to determine the cancellation fees for your meal plan, if any.

16. “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 www.rps.indiana.edu/costs.cfml. If you cancel your meal plan, operational costs are part of the cancellation fee.

Housing
Eligibility
17. To be eligible to reside in the residence halls, you must be:
   • a registered, full-time IU student enrolled in at least 12 credit hours as an undergraduate student or enrolled in the number of credit hours defined as full time by your academic program as a graduate student
   • a student who is enrolled in Hoosier Link and who has been approved by RPS for residency
   • deemed eligible by the manager of assignments.

18. 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
19. 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 1 – 6 that are applicable to you. Although assignment to preferred or requested learning communities, neighborhood, room type, and/or roommate cannot be guaranteed, we will do so whenever possible. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.

20. 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.

21. 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 the facility, consolidation of vacancies, or irresolvable incompatibility of roommates. If you are a member of a specific learning community, your assignment may also be changed if you violate the guidelines or requirements of your community.

22. RPS may make temporary assignments due to space shortages and, if you are assigned to temporary overflow accommodations, such as a floor lounge, at the beginning of a contract term, you agree to move when a permanent unit becomes available. Charges for assignment to temporary overflow accommodations will be adjusted from regular contract rates.

23. If vacancies occur in a double or larger unit that you occupy, RPS may assign another student to the vacant space(s) without prior notice to you, or may reassign you to other accommodations of equal value. When a vacancy occurs, and prior to the assignment of another person to the unit by RPS, you may request to occupy the double or larger unit as a single. If your request is granted, you agree to pay any associated adjustment in contract rates.

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. 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.

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.

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 Your A to Z Guide to Residence Hall and Furnished Apartment Living at http://www.rps.indiana.edu/housing.cfml 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, your key may be programmed access on your university ID or “hard” keys. If you misplace your ID or unit key, RPS staff may issue you 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 24 hours of Checkout. Residents must return unit keys and loaned key cards upon checking out of the unit; a fee will be charged to your bursar bill if unit keys or loaned keys or cards are not turned in.

Housing During University Breaks
30. The residence halls are closed during Thanksgiving, semester, and spring breaks. You agree to vacate your unit during these break periods.

31. Temporary housing will be made available for residence hall students who must remain on campus during breaks. The location of temporary housing will be determined by RPS, and is contingent upon availability of space in RPS facilities. If you request temporary housing, you agree to pay any additional charges for preparation of the accommodations, such as cleaning, and to pay for any damages.

Obligation to Vacate the Unit; Abandoned Personal Property
32. You agree to vacate your unit at the end of your contract, or within three (3) calendar days of losing eligibility for housing. In addition, you agree to vacate your unit within twenty-four (24) hours of your last final examination each semester or by 10 a.m. on December 19, 2015 and May 7, 2016. In exigent circumstances, you may be directed to vacate immediately, and you agree to do so. You agree to pay the daily rental amount for any period that you hold over.

33. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by RPS after 15 days. You will be billed for any cost associated with such disposal.

Fees for Cancellation of Housing
34. 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 remember your username and/or passphrase you may submit a written request for cancellation by email to housing@indiana.edu or by mail to: RPS Assignments, 801 North Jordan Avenue, Bloomington, IN 47405. All email and written requests to cancel must include your full name and ten-digit IU ID number.

35. The $100 processing fee is non-refundable. Cancellation fees will be assessed as follows:
   A. For cancellations prior to the Start Date
      If you are a first-time resident:

<table>
<thead>
<tr>
<th>For contracts beginning</th>
<th>and your written cancellation request is made</th>
<th>the Cancellation Fee will be</th>
<th>and the $200 R&amp;R fee and deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 19, 2015</td>
<td>by July 1, 2015</td>
<td>$0</td>
<td>will be refunded</td>
</tr>
<tr>
<td></td>
<td>between July 2 – 31, 2015</td>
<td>$0</td>
<td>will not be refunded</td>
</tr>
<tr>
<td></td>
<td>between August 1 – 18, 2015</td>
<td>$400</td>
<td>will not be refunded</td>
</tr>
<tr>
<td>January 6, 2016</td>
<td>by December 1, 2015</td>
<td>$0</td>
<td>will be refunded</td>
</tr>
<tr>
<td></td>
<td>between December 2, 2015 – January 5, 2016</td>
<td>$0</td>
<td>will not be refunded</td>
</tr>
</tbody>
</table>
If you are a continuing resident:

<table>
<thead>
<tr>
<th>For contracts beginning</th>
<th>and your written cancellation request is made</th>
<th>the Cancellation Fee will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 19, 2015</td>
<td>after the sign-up period for continuing residents has closed - May 1, 2015</td>
<td>$200</td>
</tr>
<tr>
<td></td>
<td>between May 2 – July 31, 2015</td>
<td>$400</td>
</tr>
<tr>
<td></td>
<td>between August 1 – 18, 2015</td>
<td>$600</td>
</tr>
</tbody>
</table>

If you are a continuing resident at the time of sign up who subsequently withdraws from IUB:

<table>
<thead>
<tr>
<th>after the sign-up period for continuing residents has closed – August 1, 2015</th>
<th>continuing resident at time of sign up who withdraws from IUB and does not re-enroll for fall semester</th>
<th>the cancellation fee will be $0</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2 – 18, 2015</td>
<td>continuing resident at time of sign up who withdraws from the university and does not re-enroll for fall semester</td>
<td>the cancellation fee will be $400</td>
</tr>
</tbody>
</table>

B. For cancellations occurring on or after the Start Date

<table>
<thead>
<tr>
<th>If you</th>
<th>you will be charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>• are a no-show</td>
<td>the daily rental amount through the Cancellation Date and a $600 cancellation fee</td>
</tr>
<tr>
<td>• withdraw from IUB for the remainder of the academic year*</td>
<td></td>
</tr>
<tr>
<td>• withdraw for medical reasons</td>
<td></td>
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<tr>
<td>• withdraw for military service, an internship, student teaching, or overseas study experience</td>
<td></td>
</tr>
<tr>
<td>• graduate</td>
<td></td>
</tr>
<tr>
<td>• are suspended, expelled, or academically dismissed</td>
<td></td>
</tr>
<tr>
<td>• move into a fraternity/sorority house</td>
<td>the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract</td>
</tr>
<tr>
<td>• move into an off-campus residence</td>
<td></td>
</tr>
<tr>
<td>• are suspended or expelled from university housing</td>
<td></td>
</tr>
</tbody>
</table>

*If you re-enroll for spring semester after cancellation of this contract because you have withdrawn from IUB or could not enroll because you were check-listed, the cancellation fee is the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract. RPS checks the spring enrollment roster, and your bursar bill will be adjusted to reflect the correct cancellation fee.

C. Reduction in Cancellation Fees

Residents who have continuously lived in an RPS facility for five or more semesters and who are cancelling this contract in order to participate in an IU-sponsored academic program such as an internship, student teaching or overseas study or who will be graduating at the end of fall semester may be eligible for a reduction in cancellation fees. Please refer to our website [http://www.rps.indiana.edu/contracts.cfm](http://www.rps.indiana.edu/contracts.cfm) for requirements and the amount of reduction for which you may be eligible.

D. Retention of Meal Plan after Cancellation of Housing Contract

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

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

<table>
<thead>
<tr>
<th>Plans for Undergraduate RPS Residents</th>
<th>I-BUCKS 60 Plans</th>
<th>I-BUCKS 25</th>
<th>Flex Bucks</th>
<th>No Plan Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Max</td>
<td>Plus</td>
<td>Standard</td>
<td>Mini</td>
</tr>
<tr>
<td>First-Year RPS Residents</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Second-Year RPS Residents</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Third-Year + RPS Residents</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Prior to August 1, 2015, you may change your fall semester meal plan to another plan for which you are eligible. Prior to December 1, 2015, you may change your spring 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

37. RPS dining services are available during academic sessions. RPS does not provide meals under this contract during Thanksgiving, semester, and spring breaks.

I-BUCKS Plan

38. 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 on the RPS online dining service. I-BUCKS provide a sixty percent (60%) or twenty-five percent (25%) discount off retail prices. I-BUCKS remaining at the end of the fall semester carry over to spring semester.

39. I-BUCKS are not accepted at the Indiana Memorial Union.

40. RPS offers the following incentive for 2015-16 residents who sign an RPS contract for the 2016–17 academic year and select an RPS I-BUCKS 60 meal plan: All I-BUCKS you purchase during the 2015-16 academic year and 2016 summer session roll over and remain available for use at the full 60% discount off retail prices through the end of your 2016-17 RPS contract.

41. I-BUCKS remaining at the end of the 2015-16 academic year roll over and remain available for students enrolled at IUB for use through December 17, 2016 with a 25% discount off retail prices if you sign an RPS contract for the 2016–17 academic year but do not select an RPS meal plan; or b) if you do not sign an RPS contract for the 2016-17 academic year.

42. I-BUCKS remaining at the end of the 2015-16 academic year will not roll over if you do not enroll for classes at IUB for the 2016-17 academic year.

43. You are responsible for reporting a lost or stolen university card storing I-BUCKS to Campus Card Services at 812-855-8711 or www.cacard.indiana.edu/cacard. You will be responsible for all purchases made with your I-BUCKS with the following exceptions for unauthorized purchases made with your card as follows:

A. up to 40 I-BUCKS if the card is suspended or reported lost within forty-eight (48) hours after you learn of the loss or theft of the card.

B. up to 200 I-BUCKS if the card is suspended or reported lost within 10 days.

C. all I-BUCKS if you suspend use of the card or report an unauthorized charge or the loss or theft of the card after 10 days.
**Flex Bucks Plan**

44. The Flex Bucks meal plan, which is an option only if you are at least a third-year resident of RPS, must be purchased separately from this contract at [http://go.iu.edu/7ls](http://go.iu.edu/7ls).

45. Flex Bucks are not accepted at the Indiana Memorial Union.

**Fees for Cancellation of Meal Service**

46. 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](https://one.iu.edu/store/iub) and select the “I-BUCKS Meal Plan” 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 your request is granted, in addition to the fees associated with the housing portion of the contract, you will be charged the following fees for the cancellation of your meal plan:

<table>
<thead>
<tr>
<th>If you are</th>
<th>you will be charged</th>
<th>and</th>
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<tbody>
<tr>
<td>not enrolled* on the Cancellation Date</td>
<td>I-BUCKS used through the Cancellation Date, the prorated semester operation costs through the Cancellation Date, plus a cancellation fee of $400</td>
<td>any I-BUCKS rolled over from a previous contract will expire</td>
</tr>
<tr>
<td>enrolled** on the Cancellation Date</td>
<td>the term operational costs as a cancellation fee</td>
<td>any rolled over I-BUCKS from previous contracts may be used through the end of the term that you cancel at a 25% discount.</td>
</tr>
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</table>

*“Not enrolled” includes persons who are no-shows, students who have been suspended or expelled from IUB, and students who lose eligibility for housing based on academic dismissal or who are placed on the Checklist.

**“Enrolled” includes persons who break this contract to move into a fraternity/sorority house or who are leaving for military service or to participate in an IU-sponsored academic program such as an internship, student teaching or overseas study, or because you will be graduating at the end of fall semester, or are suspended or expelled from housing.

**Behavior and Conduct**

47. 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](http://www.iu.edu/~code/) (the "Code") and the Indiana University Residence Hall Rules and Regulations section of Your A to Z Guide to Residence Hall & Furnished Apartment Living at [http://www.rps.indiana.edu/housing.cfm](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.

48. 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 campus judicial system for appropriate action, which could result in your return to your original assignment, permanent reassignment, or cancellation of your contract.

49. 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 campus judicial system for appropriate action.

50. 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**

51. 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**

52. You agree to make your payments to the Office of the Bursar for your housing service and meal plan program contract rates 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.

53. 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.
54. 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.