

Indiana University Bloomington

2019 – 2020 Residence Hall and Furnished Apartments

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. This contract is for housing only. Based on your class standing and housing assignment, you may be required to sign a separate dining contract. All first year students are required to have a 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 21, 2019.
2. "End Date" means the earlier of May 8, 2020, or the "Cancellation Date" as defined below.
3. "Contract Term" means the period from the Start Date to the End Date.
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 furnished 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 in writing, or if you vacate and do not complete Checkout, the Cancellation Date is the day the Assignments Office learns that your assigned unit is vacant.
7. "Continuing Resident" means a resident who has lived in an RPS location the fall or spring semester immediately prior to the start date of this contract.

Charges and Fees

8. IU Bloomington's enrollment deposit of \$100 for all new students is due by May 1, 2019. This is not an RPS fee, but it must be paid before your housing assignment will be made.
9. Charges for housing are based on an academic year structure and are billed each semester. All first-time residents are required to pay a non-refundable \$200 application fee at the time of contract submission.
10. RPS offers three levels of housing options: Standard without AC, Standard with AC and Enhanced. In consideration for an assignment in RPS housing, the student agrees to pay RPS the rates specified for the student's assigned housing, as announced, or as they may be adjusted by, the Indiana University Board of Trustees. Final room rates and costs are finalized during the spring semester. The Board of Trustees-approved rates, to which you are hereby agreeing, will be posted at <http://www.rps.indiana.edu/housing/costs/index.html> no later than May 1, 2019. For purposes of guidance only, specific housing costs for 2018-2019 (the previous academic year) are now available online at <http://www.rps.indiana.edu/housing/costs/index.html>.
11. There is a per-day fee if you arrange for early arrival. If your contract is accepted after the Start Date, your housing charges will be adjusted on a pro-rated basis.
12. There is a \$20 per semester residence hall student government fee and, depending on your particular living learning or thematic community, an activity fee of \$25, \$50 or \$100 per semester.
13. Except for fees listed in Clauses 8 & 9, all charges and fees referenced in this contract will be billed to your bursar account.

Term and Cancellation

14. 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, 2019, or
 - B. fail to maintain eligibility requirements, or
 - C. fail to make timely housing payments, or
 - D. fail to comply with behavioral standards (See Behavior and Conduct, Clauses 37 - 40 below), or
 - E. deferral of enrollment, or
 - F. are dismissed from or admission is rescinded by IU.
15. 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.
16. Renewal of the contract at the end of the Contract Term is not guaranteed.

Eligibility

17. To be eligible to reside in Ashton, Briscoe, Collins, Eigenmann, Forest, Foster, McNutt, Read, Spruce, Teter, Willkie North, Wells, or Wright, 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, or
 - a student who is enrolled in Hoosier Link and who has been approved by RPS for residency, or
 - deemed eligible by the RPS Assistant Director for Assignments.
18. To be eligible to reside in Hillcrest, Mason, Union Street, or Willkie 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, and
 - must be at least nineteen (19) years of age, and you
 - 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; or
 - deemed eligible by the RPS Assistant Director for 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 payment of the fees identified in clauses 8 & 9 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 certain circumstances, including, but not limited to Americans with Disabilities Act (ADA) compliance, age of the student, disciplinary reasons, catastrophe, renovation or closing of part or all of an RPS 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 learning community.
23. RPS may make temporary assignments due to space shortages and, if you are assigned to temporary overflow accommodations, you agree to move when a permanent unit becomes available. Charges for assignment to temporary overflow accommodations will be adjusted from regular room rates.
24. 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 another unit of equal value.
25. 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

26. Your assigned unit shall be occupied only by you. Occupancy for more than three (3) 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 Life Coordinator or Residence Manager.
27. 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 hall center desk. You agree to pay for damaged or missing furnishings and damages to the unit.
28. 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

29. IU reserves the right to enter your unit according to the procedures set forth in the *2019-20 Residence Hall Rules and Regulations* at <http://rps.indiana.edu/resources/policies/index.html> or for law enforcement purposes, as well as for custodial services, safety inspections, unit repair and maintenance, pest control, and emergency situations. In general, for non-law enforcement and non-emergency situations, twenty-four (24) hour notice will be given prior to entry.

Keys/Key Cards

30. Depending on your particular unit, your access may be programmed on your university ID or you may receive a unit 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 unit keys and key cards, including university IDs, are the property of Indiana University and may not be loaned or duplicated. Programmed access is terminated on your university ID within twenty-four (24) hours of Checkout. Residents must return unit keys at Checkout.

Break Periods

31. Residence halls and furnished apartments are open during university breaks including fall, Thanksgiving, semester, and spring breaks. Your housing assignment and experience may be impacted by routine maintenance or renovation that may be undertaken during break periods. For safety and security of our students, if you wish to remain in on-campus housing during a break period, you must register online at least 3 days prior to the beginning of that break.
32. No guests are allowed in the residence halls during break periods. Please be aware that the building population will likely be very low during break periods and services and staff available for students who stay are limited.

Obligation to Vacate the Unit; Abandoned Personal Property

33. 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. the earlier of twenty-four (24) hours after completing your last final examination or by 10 a.m. May 9, 2020, or
 - D. at the end of the Contract Term.
34. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by RPS after seven (7) days. Your bursar account will be billed the daily room rate for storage, plus any cost associated with such disposal.

Fees for Cancellation

35. To request to cancel this contract, go to <https://one.iu.edu/>, search for 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.
36. Cancellation fees are set forth below. Before you make a decision to cancel, make sure you calculate the fees that will be assessed.
 - A. First-time residents will be charged a \$600 cancellation fee for cancellations after July 15, 2019 and prior to the Start Date.
 - B. Continuing Residents will be charged a \$600 cancellation fee for cancellations prior to the Start Date.

C. For cancellations occurring on or after the Start Date:

1. 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 or are academically dismissed from IUB for the remainder of the academic year, or
 - live in Union St. Center or Willkie and withdraw for an internship for academic credit, student teaching, overseas study experience or graduate
2. 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
 - lose eligibility for housing, or are suspended or expelled from the university or
 - are suspended or expelled from university housing, but remain enrolled at IUB.
3. You will not be charged a cancellation fee upon the approval of supporting documentation, and you:
 - withdraw from IUB for medical reasons,
 - are called to active military duty,
 - withdraw for an internship for credit, student teaching, overseas study experience or graduate and live in any building other than Union Street Center or Willkie.

Behavior and Conduct

37. 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 *2019-20 Residence Hall Rules & Regulations* at <http://rps.indiana.edu/resources/policies/index.html>. Violations may result in assignment changes pursuant to the Assignments section of this contract, eviction proceedings, contract cancellation, and/or disciplinary action taken by the university.
38. 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 Conduct for appropriate action, which could result in your return to your original assignment, permanent reassignment, or cancellation of your contract.
39. 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 Conduct for appropriate action.
40. 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

41. 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

42. You agree to make your payments to the Office of the Bursar for your housing 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.
43. 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.
44. The failure of the university to exercise its options under this contract does not constitute a waiver or relieve you from your remaining obligations and duties under this contract.