

Indiana University Bloomington

2016-2017 Union Street Center, Willkie South, Mason and Hillcrest 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. 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 May 5, 2017, 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 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:
 1. The date you turn in your unit key(s) or key card and complete Checkout,
OR
 2. 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, 2016. 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 RPS residents are required to make a non-refundable \$200 application fee payment at the time of contract submission.
10. Students who have left RPS housing for two consecutive semesters (excluding summer term) or more must pay a non-refundable \$100 processing fee charged to your bursar account.
11. 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.
12. The residence halls and apartments covered by this contract do not require a meal plan. If you are a first-time IUB student, the electronic submission process required you to select a meal plan; however, RPS will automatically cancel this selection. Any resident of Union Street Center or Willkie who wants a meal plan must add one online at <https://one.iu.edu/store/iub>. 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.
13. If you arrange for early arrival, a per-day fee will be charged to your bursar account. If your contract is accepted after the Start Date, your housing charges will be adjusted on a pro-rated basis.

Term and Cancellation

14. RPS may cancel this contract if:
 - A. You fail to pay the IU Bloomington enrollment deposit by May 1, 2016, or
 - B. You fail to maintain eligibility requirements, or
 - C. You fail to make timely housing payments, or
 - D. You fail to comply with behavioral standards (Paragraphs 35 - 38),
OR
 - E. You are dismissed from IU.
15. Cancellation terms and associated fees (Paragraphs 33 & 34) 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 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.
17. Renewal of the contract at the end of the contract term is not guaranteed.

Housing

Eligibility

18. To be eligible to reside in Mason, Hillcrest, Union Street Center, or Willkie South, you:
 - must be a registered, full-time IU student enrolled in at least twelve (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
 - 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 universityOR
 - must be deemed eligible by the assistant director 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. 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 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 community.
22. If vacancies occur in 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.
23. 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.
24. Continuing residents may request to remain in the same apartment or room for the following contract year or may request another apartment or room and will be given priority in assignment over new applications. New applicants will be assigned on a first-come, first-served basis.

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. Roommates must give approval for you to host overnight guests.
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 *The A-Z Guide to Residence Hall & Furnished Apartments* at <http://www.rps.indiana.edu/atozguide.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 or apartment building, 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 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. Residents must return unit keys and loaned key cards at Checkout; a fee will be charged to your bursar account for temporary keys or cards or if unit keys or loaned keys or cards are not turned in.

Obligation to Vacate the Unit; Holding Over; 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
 - within twenty-four (24) hours after completing your last final examination or by 10 a.m. May 6, 2017,
OR
 - at the end of the contract term.
31. You agree to pay the daily rental amount for any period that you hold over.
32. 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 billed the daily rate and any cost associated with disposal.

Fees for Cancellation

33. To request to cancel 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.
34. 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
 - graduate.
 - 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 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

35. 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 *Residence Hall Rules & Regulations* at <http://www.rps.indiana.edu/housing.cfml>. 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.

36. 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.
37. 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.
38. 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

39. 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

40. You agree to make your housing payments to the Office of the Bursar 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.
41. 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.
42. 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.