

Indiana University Bloomington

2014-2015 Hillcrest, Union Street Center, and Willkie 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 your application. If granted permission by the manager of assignments, a signed printed copy of the contract may be mailed to RPS.

Specific housing and dining service costs for the previous academic year are available online at www.rps.indiana.edu/costs.cfml, and final costs for the coming year are posted after Trustee approval in the spring semester each year.

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.

Charges for housing services are based on an academic year structure, and charges for the meal plan program is based on a declining balance structure that is billed each semester. Different terms apply to the cancellation of housing and dining services. It is important to understand the cancellation terms and fees associated with each.

All first-time residents are required to make a \$100 non-refundable application and processing fee and a \$200 deposit at the time of contract submission. You will receive a \$100 credit for your spring semester housing charges if you have an active contract at that time.

Students who leave RPS housing for two consecutive semesters or more are required to reapply and pay a \$100 re-application fee. RPS will apply this \$100 fee as a credit for spring semester housing charges for residents with an active contract at that time. Students who continue to live in RPS facilities without interruption do not reapply and are not assessed another application fee.

"Unit" means the particular residential space to which you are assigned. IU makes all assignments without regard to race, color, religion, sexual orientation, disability, or national origin.

"Checkout" means the published checkout process for your particular residence hall.

You must agree to the contract terms before you can submit your housing preferences.

IU Bloomington's enrollment fee for all new students of \$100 is due by May 1, 2014. This is not an RPS fee, but it must be paid before your housing assignment will be made.

Term and Cancellation

1. The term of this contract is from the earlier of the date you move in, if you arrange for early arrival, or from August 20, 2014 ("Start Date"), through May 8, 2015 or, if earlier, the "Cancellation Date." Adjustments to contract rate charges for early or late arrival will be made on a prorated basis.

2. RPS may cancel this contract if you fail to: a) pay the IU Bloomington enrollment fee by May 1, 2014, b) maintain eligibility requirements, c) make timely housing and/or meal plan payments, d) comply with behavioral standards (Paragraphs 37 - 40), or e) if you are dismissed from IU.

3. Fees associated with cancellation of your housing services and meal plan are below and are based on your student status as of the Cancellation Date and whether you choose to cancel or retain your meal plan. **Note:** Because Hillcrest, Union Street Center and Willkie are Enhanced housing, cancellation fees will apply in full even if you are cancelling this contract in order 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.

4. 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. **Note:** Canceling this contract to move into a fraternity or sorority house does not release you from the cancellation fees identified in Paragraphs 22 and 23.

5. Renewal of the contract at the end of the contract term is not guaranteed.

Cancellation Date

6. "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.

Housing

Eligibility

7. Housing in Hillcrest, Willkie and Union Street Center is limited. To be eligible, you:

- must be a registered IU student as defined in the *Code of Student Rights, Responsibilities, and Conduct* at www.iu.edu/~code/ who is at least 19 years of age
- cannot be a freshman
- must have either lived in an IU residence hall or apartment for two semesters or completed two semesters at another college or university or otherwise deemed eligible by the manager of assignments

8. Convicted sex offenders are not eligible to reside in university housing. If RPS learns that an applicant for housing is a convicted sex offender, the application will be rejected. If RPS learns that a current resident is a convicted sex offender, this contract will be cancelled.

Assignments

9. Upon confirmation of payment of the \$300 to RPS (application fee and deposit) and the \$100 IUB enrollment fee, RPS will make a preliminary unit assignment. Your priority for requested assignment is based on the date of electronic submission of this contract and \$300 payment to RPS. 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.

10. If RPS is unable to deliver possession of the unit preliminarily assigned, you agree to accept assignment to another unit.

11. 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.

12. RPS may also 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.

13. 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.

14. 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 directed 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

15. 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.

16. 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.

17. 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 and Keys/Key Cards

18. 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 www.rps.indiana.edu 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.

19. All residence hall and apartment room keys and key cards, including university IDs, are the property of Indiana University and may not be loaned or duplicated by residents. Residents must return room keys and key cards upon checking out of the residence hall. Failure to do so will result in a monetary charge.

Obligation to Vacate the Unit; Abandoned Personal Property

20. 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. 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.

21. 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.

Cancellation Fees for Housing

22. To request to cancel this contract, submit the RPS Contract Cancellation form at www.rps.indiana.edu, under the Online Services tab. 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.

23. In the case of all new residents, the \$100 application and processing fee will be retained by RPS. Cancellation fees will be assessed as follows:

A. For cancellations prior to the Start Date

For contracts beginning	and your written cancellation request is made	and you are a	the Cancellation Fee will be	and your \$200 deposit
August 20, 2014	by July 1, 2014	new resident	\$0	will be refunded
	between July 2 – July 31, 2014	new resident	\$0	will not be refunded
	between August 1 – 19, 2014	new resident	\$400	will not be refunded
	by May 1, 2014	continuing resident	\$0	N/A
	between May 2 – July 31, 2014	continuing resident	\$200	N/A
	between August 1 –19, 2014	continuing resident	\$400	N/A
January 7, 2015	by December 1, 2014	new resident	\$0	will be refunded.
	between December 2, 2014 – January 6, 2015	new resident	\$0	will not be refunded

B. For cancellations occurring on or after the Start Date

if you are	you will be charged
not enrolled* on the Cancellation Date	the daily rental amount through the Cancellation Date and a \$600 cancellation fee
enrolled** on the Cancellation Date	the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract
not enrolled on Cancellation Date, but you subsequently re-enroll before contract end date	the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract

*“Not enrolled” includes persons who are no-shows, students who have been expelled from RPS housing or are suspended or expelled from IUB, and students who lose eligibility for housing based on academic dismissal or failure to pay charges under this contract.

***“Enrolled” includes persons who break this contract to move into a fraternity/sorority house 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.”

Meal Service

Eligibility

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

Plans for RPS Residents of Hillcrest, Union Street Center and Willkie	MAX	PLUS	STANDARD	MINI	No Participation
Undergraduate First-Year Residents	X	X	X	X	
All Other Residents	X	X	X	X	X

Dates of Service

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

Meal Plan Program

26. 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 or RPS online dining service at a sixty percent (60%) discount off retail prices. I-BUCKS remaining at the end of the fall semester carry over to spring semester. Rollover of unused I-BUCKS at the end of the spring semester, if any, is set forth in Paragraphs 31 - 33.

27. I-BUCKS are not accepted at the IMU or Wells Library Cyber Cafe.

28. Prior to August 1, 2014, you may change your fall semester meal plan to another plan for which you are eligible. Prior to December 1, 2014, 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> or requested by e-mailing rpsdine@indiana.edu. Meal plans cannot be changed if a negative I-BUCKS balance results.

29. 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 a 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.

30. You agree to fully cooperate to recover costs from unauthorized card users and to assist in their prosecution.

I-BUCKS Rollover Information for 2015-16

31. RPS offers the following incentive for 2014-15 residents who sign an RPS contract for the 2015–16 academic year and select an RPS meal plan: All I-BUCKS you purchase during the 2014-15 academic year and 2015 summer session roll over and remain available for use at the full 60% discount off retail prices through the end of your 2015-16 RPS contract.

32. I-BUCKS remaining at the end of the 2014-15 academic year roll over and remain available for students enrolled at IUB for use through December 18, 2015 with a 25% discount off retail prices a) if you sign an RPS contract for the 2015–16 academic year but do not select an RPS meal plan; or b) if you do not sign an RPS contract for the 2015-16 academic year.

33. I-BUCKS remaining at the end of the 2014-15 academic year will not roll over if you do not enroll for classes at IUB for the 2015-16 academic year.

Fees for Cancellation of Meal Service

34. If you cancel this contract, 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 unless you choose to retain your meal plan, as is allowed by Paragraph 35 below.

I-BUCKS Cancellation Fees		
If you	you will be charged	and
are enrolled on the Cancellation Date	the semester operation costs* as a cancellation fee	remaining I-BUCKS on this contract may be used through May 8, 2015 with a discount of 25% off retail prices
are not enrolled** on the Cancellation Date	I-BUCKS used through Cancellation Date, the pro rata semester operation costs through the Cancellation Date, plus a cancellation fee of \$400	any I-BUCKS rolled over from a previous contract will expire

*Semester operation costs are identified on our website at www.rps.indiana.edu/costs.cfml.

**“Not enrolled” includes persons who are no-shows, students who have been expelled from RPS housing or are suspended or expelled from IUB, and students who lose eligibility for housing based on academic dismissal or failure to pay charges under this contract.

35. If you remain enrolled at IUB and choose to retain your meal plan after cancelling this contract, you may continue to utilize your I-BUCKS on the terms and conditions set forth in this contract.

CampusAccess Starter Account

36. First-year, undergraduate RPS residents are required to have a beginning balance in the CampusAccess account since it covers a variety of other services on the Bloomington campus. Students will be billed for an initial \$100 deposit (\$50 per semester) into the resident’s CampusAccess account. 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/terms.asp> for details. Students may make additional deposits into their CampusAccess account above and beyond this initial deposit.

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 *Indiana University Residence Hall Rules and Regulations* section of *Your A to Z Guide to Residence Hall & Furnished Apartment Living* at www.rps.indiana.edu. 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.

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 campus judicial system 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 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.

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 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.

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 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.