

Indiana University Bloomington

2014-2015 Unfurnished Apartment

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 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 \$6 Apartment Family Council activity fee per academic term (fall, spring, and summer).

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 apartment building.

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

Term and Cancellation

1. The term of this contract is August 1, 2014 (continuing residents) or August 21, 2014 (new residents) through the ending date you select (May 8, 2015, or July 31, 2015) in the "Length of Contract" section of your application or, if earlier, through the "Cancellation Date." Adjustments to contract rate charges for early or late arrival will be made on a prorated basis.

2. You may change the ending date of your contract term to May 8 or July 31, 2015.

For contracts beginning	and your written request to change the ending date of your contract is received by	the fee will be
August 1 or 21, 2014	November 1, 2014	\$0
	After November 1, 2014	\$300
January 7, 2015	December 1, 2014	\$0
	After December 1, 2014	\$300

3. RPS may cancel this contract if you fail to: a) maintain eligibility requirements, b) make timely housing and/or meal plan payments, c) comply with behavioral standards (Paragraphs 25 - 28), or d) if you are dismissed from IU.

4. Fees associated with cancellation of your housing services are below and are based on your student status as of the Cancellation Date.

5. Cancellation of this contract does not cancel any meal contract you may have with RPS. Contact the RPS Dining Services office at rpsdine@indiana.edu regarding meal plan terms and conditions, changing, or canceling a meal plan.

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

Cancellation Date

7. "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. This Cancellation Date will also be used to determine the cancellation fees for your meal plan, if any.

Eligibility

8. Unfurnished apartment housing is limited and 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 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 deemed eligible by the manager of apartment assignments
- IU faculty and staff members are also eligible for unfurnished apartment housing

9. 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

10. Upon confirmation of payment of the \$300 to RPS (application fee and deposit) and 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. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.

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

12. 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.

13. Where there are two or more contract holders for a unit and a vacancy occurs in a bedroom of the unit, you agree to either: a) find another person to sign a contract for the space, or b) assume all remaining contract charges for the apartment.

14. If you request and are granted a change in unit assignment, you agree to pay any associated adjustment in contract rates. The deadline to request a change in assignment without a fee is August 1, 2014. Any requests to change an assignment received after August 1, 2014, will incur a \$250 assignment change fee in addition to any contract rate adjustment. For contracts starting on January 7, 2015, the deadline to request a change in assignment without a fee is December 1, 2014. Any assignment change requests made after December 1, 2014 will incur a \$250 assignment change fee in addition to any contract rate adjustment.

15. 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

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.

Apartment Entry and Keys/Key Cards

18. IU reserves the right to enter your unit according to the procedures set forth in the *Unfurnished Apartment Guide* at www.rps.indiana.edu or 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 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. In exigent circumstances, you may be directed to vacate immediately, and you agree to do so.

21. If your ending date is the end of the academic year and you request and are approved for a renewal of this contract for the same unit for the next academic year, you may sign a separate contract to retain the unit to store your possessions during the summer between academic year contracts for a fee. Storage contracts and fee schedules are available from the Apartment Housing Assignment Office.

22. 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

23. 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 apthouse@indiana.edu or by mail to: RPS Apartment Assignments, 800 North Union Street, Room 119, Bloomington, IN 47408. All email and written requests to cancel must include your full name, and ten-digit IU ID number.

24. 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	the Cancellation Fee will be	and your \$200 deposit
August 1 or 21, 2014	by May 1, 2014	\$0	will be refunded
	between May 2 – May 31, 2014	\$0	will not be refunded
	between June 1 – July 31, 2014	\$400	will not be refunded
	between August 1 – August 31, 2014	\$600	will not be refunded
January 7, 2015	by December 1, 2014	\$0	will be refunded
	between December 2, 2014 – January 6, 2015	\$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.”

Behavior and Conduct

25. 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 Apartment Housing Rules and Regulations section of the Unfurnished Apartment Guide* at www.rps.indiana.edu. Violations may result in assignment changes pursuant to the Assignments section of this contract, eviction proceedings, contract cancellation, and/or disciplinary action taken by IU.

26. 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.

27. 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.

28. 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

29. 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

30. 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.

31. You agree to pay additional charges for rent accrued plus \$100 per day as liquidated damages for any period that you hold over after the term of this contract expires and for any damages or cleaning charges that are assessed.

32. 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.

33. 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.