

Indiana University Bloomington

2014 Fall Semester Ashton and Evermann Only

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 \$12 per semester residence hall student government activity fee (Ashton) or a \$6 per semester Apartment Family Council activity fee (Evermann).

Students who leave RPS housing for two consecutive semesters or more are required to reapply and pay a \$100 re-application fee. 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 Ashton or Evermann.

Term and Cancellation

1. The term of this contract begins on the date you move in, if you arrange for early arrival, or from August 20 (Ashton) or August 21 (Evermann) through December 19, 2014, or the "Cancellation Date" (defined below). 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) maintain eligibility requirements, b) make timely housing payments, c) comply with behavioral standards (Paragraphs 23 - 26), or d) if you are dismissed from IU.

Cancellation Date

3. "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.

Eligibility

4. Housing for Fall Semester only is limited to very specific circumstances. To be eligible for a fall semester contract, 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
- must be either graduating at the end of fall semester or participating in an IU sponsored academic program such as an internship, student teaching or overseas study during spring semester or otherwise deemed eligible by the manager of assignments

5. 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

6. RPS will make a preliminary unit assignment based on the date of electronic submission of this contract and, if applicable, the payment of your \$100 reapplication fee. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.

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

8. Your assignment will be in either Ashton or Evermann which are scheduled to be in operation for the fall semester only. If your academic plans change and you would like on-campus housing for the spring semester, please contact the Assignments Office to discuss eligibility and options for relocating to an RPS facility that will be open in the spring semester. You will be required to sign a new contract.

9. 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.

10. If you request and are granted a change in unit assignment, you agree to pay any associated adjustment in contract rates.

11. 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

12. Occupancy for more than four (4) consecutive days in either Ashton or Evermann, more than once a semester, by any person that is not under contract for that unit shall constitute a breach of this contract unless prior written consent is obtained from your residence manager. Ashton has only single-resident units and therefore, you are the only person under contract for your unit.

13. 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.

14. 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

15. 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* (Ashton) or the *Unfurnished Apartment Guide* (Evermann) 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.

16. 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 or apartment. Failure to do so will result in a monetary charge.

Thanksgiving Break Housing

17. Ashton is closed during Thanksgiving break, and you agree to vacate your unit during this vacation period. Evermann will remain open.

18. If you live in Ashton and you must remain on campus during Thanksgiving break, temporary housing will be made available. 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

19. 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.

20. 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

21. 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.

22. 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
August 20 (Ashton) or 21 (Evermann), 2014	by May 1, 2014	\$0
	between May 2 – 31, 2014	\$200
	between June 1 – July 31, 2014	\$400
	between August 1 – 19, 2014 (Ashton)	\$600
	between August 1 – 20, 2014 (Evermann)	\$600

B. 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

23. 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* (Ashton) or the *Unfurnished Apartment Guide* (Evermann) 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.

24. 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.

25. 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 campus judicial system for appropriate action.

26. 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

27. 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

28. You agree to make your payments to the Office of the Bursar for your housing service 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.

29. 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.

30. 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.