Residence Life & Housing Contract Terms & Conditions

This Residence Hall Contract is by and between The Trustees of Indiana University on behalf of its Southeast campus (“IU Southeast” or “University”), the Office of Residence Life and Housing (“RLH”), and the student (Resident). If you are under 18 years of age, this Contract will not be effective unless your parent or guardian agrees to its terms by submitting a signed, printed copy of the Contract. This Contract becomes effective upon RLH's written acknowledgement of receipt by e-mail or letter.

The residence halls have several configurations of living quarters. All are apartment-style with shared living, kitchen, and bath facilities. Sleeping areas may be single or double occupancy. For purposes of this contract, the term “apartment” shall refer to all common areas and the Resident's sleeping area, irrespective of whether the Resident has a roommate in the sleeping area. "Room assignment," as used in Section E, shall refer to a double or single sleeping areas.

A. Eligibility and Priority of Assignment

1. The following students are eligible for on-campus housing, and applications will be prioritized as follows.
   a. Full-time students enrolled at IU Southeast or in the Purdue Statewide Technology Program
   b. Part-time enrolled IU Southeast and Purdue students with advance written approval from the Director of RLH.
   c. Students enrolled in Jefferson Community and Technical College in the Bridges Program or to Ivy Tech Community College in the Partners Program with advance written approval from the Director of RLH. An additional contract addendum needs to be submitted for approval.

2. Failure to enroll, or loss of student status based on University suspension or expulsion, will result in the loss of eligibility for on-campus housing. Upon notice of loss of eligibility, the Resident agrees to vacate the apartment within three (3) calendar days. The Resident's remaining financial obligations are set forth in Section B.

3. Convicted sexual offenders are not eligible to reside in University housing. If RLH learns that an applicant for housing is a convicted sex offender, the application will be rejected. If RLH learns that a current student is a convicted sex offender, this contract will be cancelled in accordance with Section K.

B. Period of Contract and Financial Obligation

1. This contract becomes effective upon RLH's receipt of this signed contract, and if applicable, the required payment identified below. The term of the contract is for the period of time indicated on the Resident’s application for housing, which is incorporated into this contract by reference (academic year or spring semester only).

2. Except for provided in Section J, a Resident who vacates the apartment during the contract period and who remains enrolled as a student at IU Southeast remains obligated to pay the balance of the contract amount.

C. Services Provided

1. The University will provide the Resident with a furnished apartment and access to common areas in their assigned building.

2. The Resident may remain in University housing during the recess period of fall-to-spring semester break if the Resident has registered with RLH five days prior to the end of the fall semester. The Resident may leave personal belongings in the apartment during this recess period.

3. No meal services are provided as part of this contract, and there is no requirement that the Resident purchase a meal plan as a condition of this contract. However, on-campus food service and meal plan options are available when classes are in session. (www.ius.edu/diningservices)

4. The University agrees to provide reasonable amounts of heat, water, and electricity. Interruptions on a temporary basis for reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract, and the University assumed no responsibility for damages incurred by a Resident during such an interruption, including but not limited to food spoilage. The University will restore the affected service as soon as reasonably possible.

D. Application Fee

1. A $75 housing application fee must be submitted with this application and contract in order to be processed.

2. Conditions under which all of part of the application fee will be refunded are set forth in Section J.
E. Assignments

1. RLH will preliminarily assign you to an apartment based on the date of RLH’s receipt of your housing contract and $75 housing application fee, and when possible, in accordance with your requests for room type, and/or roommate. The inability of RLH to honor your housing preferences shall not constitute a breach of this contract. A specific room assignment based upon your preference or requests is not guaranteed or implied.

2. If RLH is unable to deliver possession of the apartment preliminarily assigned, you agree to accept assignment to another apartment. An assignment change shall not constitute a breach of this contract.

3. Room assignments are subject to change at any time. RLH reserves the right to change your assignment in appropriate circumstances, including, but not limited to American with Disabilities (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of part or all of the facility, consolidation of vacancies, or irresolvable incompatibility of roommates. Reassignment pursuant to this paragraph is not a disciplinary action and does not constitute termination or breach of this contract.

4. Residents who wish to be roommates or apartment-mates are encouraged to submit their contracts together. Only mutual requests will be considered.

5. Assignments are made without regard to race, sexual orientation, religion, or national origin. Any request for a change of assignment based on these reasons will be rejected.

6. The Resident agrees to observe the room change procedures established by the University and to have a prior written approval from RLH before making a room change.

7. If a vacancy occurs in the assigned room or apartment, the remaining Resident(s) agree(s) to: accept another roommate assigned, move to another room if requested by RLH, or accept it as a private room. If there is no waiting list for campus housing, the Resident may elect to keep the room as a private room upon payment of the difference in rate between a double and private room.
   a. The Resident of the private room (otherwise two-person bedroom that is assigned to only one student) agrees to pay the additional charges in full upon the declaration of the private room. If the Resident moves from a double to a private room after the semester begins, the payment must be made before the move occurs. The cost for a private room is an additional 50 percent of the two bedroom apartment rate, pro-rated to the number of days remaining in the term.

8. If applications for housing exceed the number of available spaces, the University reserves the right to assign temporary spaces, including triples, pending assignment to a permanent space. Any temporary assignments will be made solely at the discretion of the University.

F. Conditions of Occupancy

1. Your assigned apartment shall be occupied by only you and other assigned resident. A Resident may not sublease or rent a room assignment or permit another person to share a private room assignment. Any attempt to do so is considered a breach of contract and will result in expulsion from University housing. Occupancy for more than two (2) consecutive days, or more than 3 nights total in any 30 day period, by any other person shall constitute a breach of this contract unless prior written consent is obtained from RLH.

2. You are responsible for keeping your apartment sanitary and safe. You agree to report any deteriorated conditions or maintenance needs of your apartment or its furnishings to the RLH Office. You agree to pay for damaged or missing furnishings and damages to the apartment caused by you, your visitors, or guests.

3. When you vacate your apartment, you agree to return the furniture to its original position; to leave the apartment in a clean, orderly condition, reasonable wear and tear excepted; and to follow published check out procedures.

4. You shall not remove any furniture located in the great room of your lodge, study lounges, computer labs, or other common spaces in the residence hall (“Common Furnishings”). If Common Furnishings are found in a Resident’s apartment or room, the Resident will be subject to disciplinary action.

5. You shall not move any furnishings out of the apartment or building. Furnishings may not be stored anywhere else other than the apartment and common areas.

6. You shall not modify, or allow the modification of, the assigned room or other parts of the building. Constructing structures such as lofting systems is not allowed.

7. You agree to pay charges assessed on a pro-rated basis for damages to the common areas of the building that cannot be attributed to a single responsible party.

8. You agree to use public areas in a way that contributes to the orderliness and cleanliness of all areas used by Residents and guests.

G. Room Entry

1. IU Southeast reserves the right to enter your apartment according to the procedures set forth in the Residence Life and Housing Handbook at www.ius.edu/housing for law enforcement purposes, as well as for custodial services, health and safety inspections, apartment 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 give prior to entry.
H. Obligation to Vacate the Apartment, Default and Remedies

1. You agree to vacate the apartment at the end of your contract. You agree to vacate the apartment within three (3) calendar days of losing eligibility for housing, cancellation fees apply. In exigent circumstances, you may be directed to vacate immediately, and you agree to do so. You also agree to pay additional charges for rent accrued for any period that you hold over and for any damages or cleaning charges that are assessed.

2. You agree to pay all reasonable costs and expenses, including attorney's fees, court filing fees, collection agency fees, etc., incurred by IU Southeast in enforcing this contract.

3. IU Southeast may, at its option, cancel this contract or seek legal remedy without further notice to you, if you abandon your apartment, fail to pay rent when due, or fail to rectify any default within ten (10) days after written notice of the default by IU Southeast.

4. The failure of IU Southeast to exercise its options under this Contract does not constitute a waiver or relieve you from your remaining obligations and duties under this Contract.

I. Housing Fee Payments

1. Housing fees shall be charged by the semester.

2. You agree to pay each semester's housing fee by the due date established by the Bursar's Office (available on the Bursar's Office website) or to have arranged a payment plan with the Bursar's Office prior to the first day of classes.

3. You agree that failure to make payment as prescribed does not relieve you of accumulated housing fees. You understand that nonpayment will result in expulsion from University housing. In addition, you will not be allowed to register for classes until the amounts due are paid.

4. You agree to pay a non-refundable programming and activity fee of $15.50 each semester if given a room assignment.

J. Term, Cancellation and Cancellation Fees

1. The term of this contract begins on the date you move in for early arrival, or from August 18, 2016 through May 3, 2017, or the “Cancellation Date” (defined below). Prorated charges for early arrival will be assessed.

2. If your contract is cancelled by IU Southeast pursuant to Section J, or if your contract is canceled because you become ineligible for university housing during the term of the contract, you will be charged a cancellation fee which will be calculated according to Section J.

3. The closure of the university and/or the residence halls for an extended period of time due to an emergency, national crisis, natural disaster, or other catastrophic events, shall not constitute a breach of this contract and you will not be entitled to a refund.

4. Cancellation Date means:
   a. The date you turn in your apartment key(s) and complete the published checkout process.
   b. If you never occupy or if you vacate your apartment and do not notify the RLH Office in writing, or if you vacate and do not complete the published checkout process, the Cancellation Date is the day the RLH Office learns that your assigned apartment is vacant.

5. If a prospective new student who has applied for campus housing is not admitted to the University, the $75 application fee will be refunded in its entirety.

6. For contracts beginning August 18, 2016 through May 3, 2017:
   a. If your written request to cancel is received by May 1, 2016, there will be no cancellation fee. If you submitted the $75 application fee, you will be refunded or credited $50.
   b. If your written request to cancel is received between May 2, 2016 and July 31, 2016, there will be no cancellation fee. If you submitted the $75 application fee, you will not receive a refund or credit.
   c. If your written request to cancel is received between August 1, 2016 and August 17, 2016, you will not receive a refund or credit, and assessed a cancellation fee of $500.

7. For contracts beginning January 6, 2017 through May 3, 2017:
   a. If your written request to cancel is received by October 1, 2016, there will be no cancellation fee. If you submitted the $75 application fee, you will be refunded or credited $50.
   b. If your written request to cancel is received between May 2, 2016 and December 31, 2016, there will be no cancellation fee. If you submitted the $75 application fee, you will not receive a refund or credit.
   c. If your written request to cancel is received after January 1, 2017, you will not receive a refund or credit, and assessed a cancellation fee of $500.

8. Cancellation on or after the starting date of the contract:
   a. If you are not an enrolled student on the Cancellation Date and do not subsequently enroll, you will be charged the rental amount through the Cancellation Date, plus a $500 cancellation fee.
   b. If you are an enrolled student on the Cancellation Date, and subsequently remain and enrolled student, you will be charged rental through the Cancellation Date plus one hundred (100%) of the remaining balance of the contract.
   c. Upon determination that you are no longer eligible to be enrolled based on either an academic dismissal or failure to pay amounts owed on your bursar bill, you will be charged for room rental plus the associated operational costs through the Cancellation Date.
If you are dismissed from campus housing for disciplinary reasons, you will be charged rental through the Cancellation Date plus one hundred (100%) of the remaining balance of the contract.

This contract shall terminate automatically if you are expelled from the University, and you shall vacate your apartment immediately. You will be charged rental through the Cancellation Date plus one hundred (100%) of the remaining balance of the contract.

You will not be charged for spring housing if you provide documentation that you will be away from campus for an internship, student teaching, study abroad, or approved similar University experience that is more than 60 miles from campus.

If you voluntarily withdraw from the University within the first four (4) weeks of the semester, you will be charged the following:

- Within the first week of classes you will be charged the $500 cancellation fee.
- Within the second week of classes you will be charged the $500 cancellation fee and 25% of the remaining balance of the semester fee.
- Within the third week of classes you will be charged the $500 cancellation fee and 50% of the remaining balance of the semester fee.
- Within the fourth week of classes you will be charged the $500 cancellation fee and 70% of the remaining balance of the semester fee.
- After the fourth week of classes you will be charged the $500 cancellation fee and 100% of the remaining balance of the semester.

K. Behavior and Conduct

1. You agree to familiarize yourself with and comply with all rules and expectations for conduct set forth in the Code of Student Rights, Responsibilities and Conduct at www.iu.edu/~code/ and the Indiana University Southeast Residence Life and Housing Handbook at www.ius.edu/housing. Violations may result in administrative assignment changes pursuant to Section E of this contract, eviction proceedings, contract cancellation, and/or disciplinary action taken by IU Southeast.

2. RLH reserves the right to make temporary administrative reassignment to another apartment 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 temporary administrative 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.

3. RLH 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 staff), 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.

4. You agree to pay charges as provided in Section J of this contract if you are dismissed from IU Southeast for disciplinary reasons or if IU Southeast cancels this contract based on a violation of the contract’s terms.

5. You are responsible for your own actions and the actions of your guests while on university property. This contract may be terminated if you or your guests violate contract provisions, federal law, university polices, or RLH polices.

L. Liability

1. The university does not assume responsibility for the loss of money or valuables belonging to the resident or third parties or for the loss or damage to personal property. It is recommended that you maintain adequate public liability insurance coverage and renter’s insurance coverage for your persona property.

2. Personal property remaining in the apartment after you vacate or abandon the apartment will be considered abandoned property and disposed of by IU Southeast. You will be billed for any cost associated with such disposal.

3. The University does not provide storage for personal belongings.

M. Contract Agreement

1. If this housing contract is accepted and you are assigned to campus housing, you agree to abide by the terms of this contract and all the rules and regulations of Indiana University Southeast and the Office of Residence Life and Housing. You understand that failure to comply with these rules and regulations may result in your separation from housing.