



**INDIANA UNIVERSITY
SOUTH BEND**

**OFFICE OF HOUSING AND RESIDENCE LIFE
CONTRACT TERMS & CONDITIONS**

This Contract is by and between The Trustees of Indiana University on behalf of the South Bend campus, the Office of Housing and Residence Life (OHRL) 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.

The residence houses have several configurations of living quarters. All are apartment-styles with shared living, kitchen and bath facilities. Sleeping areas are all single bedrooms. For the purpose of this Contract, the term “apartment” shall refer to all common areas and the Resident’s sleeping area.

A. ELIGIBILITY

1. To be eligible for on-campus housing, the Resident must be:
 - a. Enrolled at IU South Bend, in the Purdue Statewide Technology program or enrolled at IVY Tech Community College as a full-time student or otherwise be determined to be eligible by the Director of Housing and Residence Life.
 - b. Up-to-date on all required immunizations.
 - c. Up-to-date on all fee payments to the University and OHRL.
 - d. In good behavioral standing with the University and OHRL (i.e. no record of probation, suspensions, or contract terminations from on-campus housing).
2. Failure to enroll or loss of student status based on University academic or disciplinary suspension or expulsion will result in the loss of eligibility for on-campus housing.
3. Upon notice of loss of eligibility, the Resident agrees to vacate housing within 3 calendar days. The Resident’s remaining financial obligations are set forth in Section L.
4. Renewal of this Contract for an additional term is not guaranteed even if all eligibility requirements are met.

B. PERIOD OF CONTRACT AND FINANCIAL OBLIGATIONS

1. This Contract becomes effective upon OHRL’s written receipt of this signed contract and, if applicable, the required prepayment identified below. The term of the Contract is for a 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 as provided in Section L, a Resident who vacates the apartment during the Contract period and who remains enrolled as a student at IUSB remains obligated to pay the balance of the Contract amount.

C. SERVICES PROVIDED

1. The Contract begins the Friday before classes begin at IU South Bend and ends 24 hours after the last scheduled day of finals in the spring semester. Residents arriving early or staying later must be approved by OHRL and may be subject to a daily rate charged to his/her student account.
2. The Resident may apply to remain in housing during the recess periods of Thanksgiving, Winter Break, and Spring Break. Prior approval and registration with the OHRL office is required to remain in housing during these times. Please note that there will be an application and fee associated to remain in housing over the Winter and Spring breaks. The resident may leave personal belongings in his/her apartment during recess breaks.
3. No meal plans 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, there will be on-campus food service available when school is in session.

4. OHRL will provide the Resident with a furnished apartment in the areas of the unit the Resident shares with other residents of the unit and in the personal sleeping area of the Resident.
5. The University agrees to provide a reasonable amount 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 assumes 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. PREPAYMENT

1. A \$200 prepayment must be submitted with the housing application and Contract in order to be processed. The prepayment will be applied to the first semester's housing fee.
2. Conditions under which all or part of the prepayment may be refunded are set forth in Section L.

E. ASSIGNMENTS

1. The Resident will be notified by email of the Resident's assignment to a particular apartment type, along with confirmation of the term of the Contract and associated fees. Assignments will be based upon, in order:
 - a. Priority status
 - b. Date of OHRL's receipt of your application and Contract completed and signed by the Resident, along with \$200 for the application fee/prepayment, and indicated preferences.
2. Assignments are made without regard to race, sexual orientation, religion, national origin, or disability.
3. Resident agrees to comply with room/apartment change procedures established by the University and to have prior written approval before making a room change.
4. If a vacancy occurs in the Resident's apartment, the Resident agrees that OHRL has the authority to assign another resident to that room or to reassign the Resident. The Resident and any other remaining resident(s) may seek out another apartment-mate; however, prior to that person moving in, s/he must meet all eligibility requirements, be approved by the Director of Housing and Residence Life, and sign a contract or, if applicable, a modification to an existing contract for on-campus housing.
5. Residents who wish to be apartment-mates are encouraged to submit their contracts together. Only mutual requests will be considered.
6. Room assignments are subject to change at any time. OHRL reserves the right to change your assignment in appropriate circumstances, including, but not limited to, American 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. Reassignment pursuant to this paragraph is not a disciplinary action and does not constitute a termination or breach of this Contract.

F. CONDITIONS OF OCCUPANCY

1. Your assigned apartment shall be occupied by only you or other assigned residents. 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 this Contract and will result in expulsion from University housing.
2. 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 by OHRL.
3. The Resident is responsible for keeping the apartment sanitary and safe. The Resident agrees to report any deteriorated conditions or maintenance needs of his/her apartment or furnishings to OHRL. Resident agrees to pay for damages or missing furniture and damages to the apartment caused by Resident, Resident's visitors, or Resident's guests.
4. The Resident shall not move any OHRL furnishings out of the room, apartment or building. Furnishings may not be stored anywhere else other than the apartment and common area.

5. Resident shall not modify, or allow the modification of, the assigned room/apartment or other parts of the building. Constructing structures such as lofting systems is not allowed.
6. When Resident vacates his/her apartment, Resident agrees to return the furniture to its original position; to leave the apartment in a clean, orderly condition, reasonable wear and tear expected; and to follow published check out procedures.
7. Resident agrees 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 South Bend reserves the right to enter the Resident's apartment and bedroom for law enforcement purposes, as well as for custodial services, safety inspections, repair and maintenance, pest control, and emergency situations. In general, in non-emergency situations, twenty-four (24) hour notice will be given prior to entry.

H. KEYS/UNIVERSITY ID CARDS

1. The keys (apartment and mailbox)/university ID cards issued to each Resident are the responsibility of that student. All residence halls keys, including university ID cards, are the property of Indiana University and may not be loaned or duplicated by residents.
2. Lost keys should be reported to the Office of Housing and Residence Life immediately. OHRL will determine the cost of keys and request a core change as needed. Residents must return all keys upon checking out of the apartment; a fee will be charged to Resident's Bursar account if keys are not returned.

I. OBLIGATIONS TO VACATE THE APARTMENT, DEFAULT AND REMEDIES

1. The Resident agrees to vacate housing at the end of the Resident's contract term or within 3 calendar days of losing eligibility for housing. The Resident agrees to pay \$25 per day for any period that the Resident remains past the Contract date or after losing eligibility for housing.
2. The Resident agrees to pay for any damages or cleaning charges assessed at the time of move out.
3. The Resident agrees to pay all reasonable costs and expenses, including attorney's fees, court filing fees, collection agency fees, etc. incurred by the University in enforcing this Contract.
4. IU South Bend may, at its option, cancel this Contract or seek legal remedy without further notice to you, if Resident abandons his/her apartment, fails to pay his/her rent when due, or fails to rectify any default within ten (10) days after written notice of the default by IU South Bend.
5. The failure of IU South Bend to exercise its options under this Contract does not constitute a waiver or relieve the Resident from remaining obligations or duties under this Contract.

J. HOUSING FEE PAYMENT

1. Housing fees shall be charged each semester through the Bursar's Office. The \$200 prepayment shall be applied to the first semester of the Contract.
2. The Resident agrees 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. Any late payments will be subject to a late payment fee for any past due balances.
3. The Resident agrees that failure to make payment as prescribed does not relieve the Resident of accumulated housing fees for the duration of this Contract.
4. The Resident understands that non-payment will result in expulsion from on-campus housing and that he/she will not be allowed to register for classes until the amounts due are paid.
5. Resident agrees to pay a non-refundable programming and activity fee of \$12 each semester if given a room assignment.

K. BEHAVIOR AND CONDUCT

1. The Resident agrees to be familiar with and to comply with all rules and expectations for conduct in the IU Code of Student Rights, Responsibilities and Conduct (<http://www.dsa.indiana.edu/Code/>), rules and regulations established by OHRL, and IU responsible use policies for information technology systems (<http://informationpolicy.iu.edu/policies/university.html>).
2. The Resident is responsible for his/her own actions and the actions of the Resident's family members and guests while on University property. This contract may be terminated if the Resident or his/her family members and guests violate contract provisions, state law, federal law, University policies, or OHRL policies.
3. Violations of these policies may result in administrative assignment changes, eviction proceedings, Contract cancellation, and/or disciplinary action taken by IU South Bend.
4. OHRL reserves the right to make temporary administrative reassignments to another apartment if it is believed that Resident poses 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 the Resident's return to his/her original assignment, permanent reassignment, or cancellation of Resident's housing contract.
5. OHRL reserves the right to cancel Resident's housing contract and require Resident to leave university housing when Resident has 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.
6. The Resident agrees to pay charges as provided in Section L of this contract if Resident is dismissed from IU South Bend for disciplinary reasons or if IU South Bend cancels this Contract based on a violation of the Contract's terms.

L. TERMS, CANCELLATIONS AND CANCELLATION FEES

1. OHRL may cancel this Contract if the Resident fails to maintain eligibility requirements, fails to make timely payments, fails to comply with behavioral standards, fails to comply with the terms of this Contract, is expelled from campus housing as a result of disciplinary action, or if the Resident is suspended or expelled from IU South Bend.
2. The Resident may cancel this Contract at any time by submitting a written request to OHRL. However, OHRL reserves the right to decline the cancellation request. Cancellation fees shall be charged as follows:

Before the contract start date

1. If Resident's written request to cancel is received or postmarked before May 1 for an academic year contract or October 1 for a spring-only contract, a refund of \$50 of the prepayment will be issued.
2. If the Resident's written request to cancel is received or postmarked after August 1 for an academic year contract or December 15 for an academic year or spring-only contract, the Resident will forfeit the \$200 prepayment and will be assessed a \$500 cancellation fee.
3. If the Resident does not receive an assignment before the beginning of the contract term due to unavailable space, the Resident will receive a full refund of the prepayment.

After the contract start date

After the start date of the contract, the "Cancellation Date" will be the date that the Resident completes OHRL's check-out procedure, or on the date that OHRL becomes aware that the Resident has vacated the apartment.

1. If the Resident does not check into the assigned space by 5:00pm on the University Census Date, the Resident will be considered a "no show" and subject to contract cancellation.
2. If the Resident voluntarily withdraws from IU South Bend within the first four weeks of the semester, the Resident will pay housing charges as follows: First week: daily rate through the cancellation date; Second week: 25% of semester charge; Third Week: 50% of semester charge; Fourth Week: 75% of semester charge. After the Fourth week, the

Resident will be charged 100% of the balance of the contract.

3. If, as a result of a disciplinary action, the Resident is expelled from IU South Bend, the Resident will be charged 100% of the balance of the contract.
4. If, as a result of a disciplinary action, the Resident is expelled from campus housing, the Resident will be charged 100% of the balance of the contract.
5. If the Resident is an enrolled student and the Resident cancels his/her housing Contract for any reason not identified in Paragraph 7 of this Section, the Resident will be charged 100% of the balance of the contract.
6. If the Resident has an academic year contract and does not enroll in IU South Bend for the spring term, the Resident will be charged 100% of fall semester charges and a \$500 contract cancellation fee.
7. The Resident may request a waiver of the cancellation fees that would otherwise be applicable in the following circumstances: mid-term graduation, academic dismissal, participation in an IU South Bend sponsored program such as an internship, overseas study, or the like. The request must be made in writing to the Director of Housing and Residence Life and must be supported by documentation in order to be considered. If the Resident's waiver request is approved, the Resident will only be charged the pro-rated daily charges through the Cancellation Date and no contract breakage fee. Requests for waivers are evaluated on a case-by-case basis.

M. LIABILITY AND INSURANCE

1. The University does not assume responsibility for the loss of money or valuables belonging to the Resident or any third parties or for the loss or damage to personal property. It is recommended that the Resident maintain adequate public liability insurance coverage and renter's insurance coverage for his/her personal property.
2. Personal property remaining in the apartment after the Resident vacates or abandons the apartment will be considered abandoned property and disposed of by OHRL within 24 hours. The Resident will be billed for any cost associated with such disposal.
3. The University does not provide storage for personal belongings.

N. CONTRACT AGREEMENT

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