

# **Indiana University Bloomington**

## **2019-2020 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 this contract. If you are under 18 years of age, this contract will not be effective unless your parent or guardian agrees to its terms via electronic submission.

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

IU makes all assignments without regard to race, color, religion, sexual orientation, disability, or national origin.

#### **Definitions**

1. "Start Date" means the earlier of the date you move in, if you have arranged for early arrival, or
  - A. August 1, 2019 for 12-month contracts, or
  - B. August 21, 2019 for 10-month contracts.
2. "End Date" means the earlier of the "Cancellation Date" as defined below, or
  - A. July 31, 2020 for 12-month contracts, or
  - B. May 9, 2020 for 10-month contracts.
3. "Contract Term" means the period between the Start Date and the End Date of this contract.
4. "Unit" means the particular residential space to which you are assigned.
5. "Checkout" means the published checkout process for your particular apartment.
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 Apartment Housing Assignment Office in writing, or if you vacate and do not complete Checkout, the Cancellation Date is the day the Apartment Housing Assignment Office learns that your assigned unit is vacant.
7. "Occupant" means a family member, dependent, or domestic partner identified in your contract who will be living with you in your assigned unit who is not a contract holder. You must get approval from the manager of assignments to have anyone live in the unit with you other than a roommate who also has a contract for the unit or an Occupant as defined in this Clause.
8. "Continuing Resident" means a resident who has lived in an RPS location the fall or spring semester immediately prior to the start date of this contract.

#### **Charges and Fees**

9. IU Bloomington's enrollment deposit of \$100 for all new students is due by May 1, 2019. This is not an RPS fee, but it must be paid before your housing assignment will be made.
10. In consideration for a housing assignment, the student agrees to pay RPS the rates specified for the student's assigned unit, as announced, or as they may be adjusted by, the Indiana University Board of Trustees. Final housing costs are finalized during the spring semester. You will be notified no later than May 1, 2019 of the Board of Trustee-approved rate to which you are hereby agreeing. For purposes of guidance only, specific housing costs for the previous academic year are available online at <http://www.rps.indiana.edu/costs.cfml>.
11. There is a \$6 Apartment Family Council activity fee per academic term (fall, spring, and summer).
12. All first-time RPS residents are required to make a non-refundable \$200 application fee payment at the time of contract submission.
13. Charges for housing are billed monthly.
14. There is a per-day fee if you arrange for early arrival. If your contract is accepted after the Start Date, your housing charges will be adjusted on a pro-rated basis.
15. Except for fees listed in Clauses 9 & 12, all charges and fees referenced in this contract will be billed to your bursar account.

#### **Term and Cancellation**

16. RPS may cancel this contract if you fail to: a) maintain eligibility requirements, b) make timely housing payments, c) comply with behavioral standards (See Behavior and Conduct, Clauses 39-42) or d) if you are dismissed from IU.
17. Cancellation terms and associated fees are set forth below (Clauses 37 & 38). Before you make a decision to cancel, make sure you calculate the charges that will be assessed.
18. If this contract is cancelled prior to the end of the Contract Term, you must follow the cancellation procedures, pay the cancellation fees, and complete Checkout.
19. Renewal of the contract at the end of the Contract Term is not guaranteed.

## Eligibility

20. To be eligible to reside in an RPS apartment, you:
  - must be a registered IU student as defined in the *Code of Student Rights, Responsibilities, and Conduct* at [www.iu.edu/~code/](http://www.iu.edu/~code/), and
  - must be at least 19 years of age, and
  - cannot be a freshman, and
  - 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
21. Convicted sex offenders are not eligible to reside in university housing.
  - A. If RPS learns that a current or pending resident is a convicted sex offender, this contract will be cancelled.
  - B. At the time the Resident seeks approval from the manager of assignments for any Occupant, the manager of assignments may ask the Resident for additional information about a proposed Occupant, including whether or not the Occupant is a convicted sex offender. Any previously-provided approval can be rescinded if RPS discovers that the Occupant is a convicted sex offender. Additionally, the Resident may be suspended or expelled from university housing if the Resident attempts to conceal the fact that an Occupant or proposed Occupant is a convicted sex offender.

## Assignments

22. Continuing residents may request to remain in the same apartment for the following contract year or may request another apartment and will be given priority in assignment over new applicants. New applicants will be assigned on a first-come, first-served basis.
23. RPS will make a preliminary unit assignment; however, if RPS is unable to deliver possession of the unit preliminarily assigned, you agree to accept assignment to another unit.
24. RPS reserves the right to change your assignment in appropriate circumstances, including, but not limited to Americans with Disabilities Act (ADA) compliance, age, disciplinary reasons, catastrophe, renovation or closing of part or all of an RPS facility, consolidation of vacancies, or irresolvable incompatibility of roommates.
25. 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 the full contract charges for the apartment.
26. If you request and are granted a change in unit assignment after the Start Date of your contract, you agree to pay any associated adjustment in contract rates and a \$250 fee to process your request and clean the apartment you vacate.
27. 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

28. Your assigned unit may be occupied by you and other Occupants you have registered with RPS. You may host overnight guests for three (3) consecutive nights. Roommates must give approval for you to host overnight guests. If the continuous stay of an overnight guest exceeds three consecutive nights, the guest will be deemed an unapproved Occupant. Resident must seek approval from the manager of assignments before allowing the unapproved Occupant to return. The hosting of an unapproved Occupant could subject the Resident to suspension or expulsion from university housing.
29. 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, whether caused by you, your guest, or your Occupant.
30. When you vacate your unit, you agree to leave the unit in a clean, orderly condition, reasonable wear and tear excepted; and

complete Checkout.

## Room Entry

31. IU reserves the right to enter your unit according to the procedures set forth in *The RPS 2019-20 Guide to Unfurnished Apartment Living* at <http://www.rps.indiana.edu/aptguide.cfm> 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.

## Keys/Key Cards

32. Depending on your particular unit, your access may be programmed on your university ID or you may receive a unit key. If you misplace your ID or unit key, RPS staff may issue you a temporary key or card to allow access while you obtain a replacement. All unit keys and key cards, including university IDs, are the property of Indiana University and may not be loaned or duplicated. Programmed access is terminated on your university ID within twenty-four (24) hours of Checkout. Residents must return unit keys at Checkout.

## Obligation to Vacate the Unit; Abandoned Personal Property

33. You agree to vacate your unit at the end of your contract, or within three (3) calendar days of losing eligibility for housing. In exigent circumstances, you may be directed to vacate immediately, and you agree to do so. You agree to pay the daily rental amount, plus a \$100 per day for any period that you hold over.
34. Your unit must pass a cleaning inspection prior to your departure or cleaning fees may be assessed.
35. If your contract term expires at 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.
36. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by RPS after 7 days. Your bursar account will be billed the daily rental amount and any cost associated with disposal.

## Fees for Cancellation

37. To request to cancel this contract, go to [one.iu.edu/store/iub](http://one.iu.edu/store/iub) and select the “Cancel Housing Contract” button and log in. Complete the form and submit. If you are unable to complete this process online, contact the assignment office at [aphouse@indiana.edu](mailto:aphouse@indiana.edu) or call 812-855-6600 for assistance. All requests to cancel must include your full name, and ten-digit IU ID number. If you are cancelling your contract because you are withdrawing from IUB for medical reasons or are called to active military duty, you will be required to provide documentation along with your cancellation request.
38. Cancellation fees will be assessed in the following manner:
  - A. First-time residents will be charged a \$600 cancellation fee for cancellations after July 15, 2019 and prior to the Start Date.
  - B. Continuing residents will be charged a \$600 cancellation fee for cancellations prior to the Start Date.
  - C. For cancellations occurring on or after the Start Date:
    1. You will be charged the daily rental amount through the Cancellation Date and a \$600 cancellation fee if you:
      - are a no-show, or
      - withdraw or are academically dismissed from IUB for the remainder of the academic year, or
      - withdraw for an internship for academic credit, student teaching, overseas study experience or graduate.
    2. You will be charged the daily rental amount through the Cancellation Date and sixty (60) percent of the remaining balance of the contract if you:
      - move into a fraternity/sorority house, or
      - move into an off-campus residence, or
      - lose eligibility for housing, or are suspended or expelled from the university or
      - are suspended or expelled from university housing, but remain enrolled at IUB.
    3. You will not be charged a cancellation fee upon the approval of supporting documentation, and you:
      - withdraw from IUB for medical reasons,
      - are called to active military duty.

## Behavior and Conduct

39. 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/](http://www.iu.edu/~code/) (the "Code") and *The 2019-20 Apartment Rules & Regulations* at

<http://www.rps.indiana.edu/resources/policies/index.html>. Violations may result in assignment changes pursuant to the Assignments section of this contract, eviction proceedings, contract cancellation, and/or disciplinary action taken by the university.

40. 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 Office of Student Conduct for appropriate action, which could result in your return to your original assignment, permanent reassignment, or cancellation of your contract.
41. 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 Office of Student Conduct for appropriate action.
42. You are responsible for your own actions and the actions of your apartment Occupants and guests while on university property. This contract may be cancelled if you or your Occupants or guests violate contract provisions, state law, federal law, university policies, or RPS policies.

## **Liability and Insurance**

43. 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**

44. You agree to make your housing payments to the Office of the Bursar 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.
45. 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.
46. The failure of the university to exercise its options under this contract does not constitute a waiver or relieve you from your remaining obligations and duties under this contract.