Indiana University Bloomington  
2015-2016 International Exchange Programs  
Housing and Dining 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 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. If granted permission by the manager of assignments, a signed printed copy of the contract may be mailed to RPS.

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

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

**Charges and Fees**

1. Specific housing and dining service costs for the previous academic year are available online at [http://www.rps.indiana.edu/costs.cfm](http://www.rps.indiana.edu/costs.cfm) and final costs for the coming year are posted after Trustee approval in the spring semester. Participation in a meal plan is optional.

2. There is a $12 per semester residence hall student government fee for Ashton, Foster (Global Village or Foster International Living Learning Communities) and Willkie and a $6 per semester family council activity fee for Evermann. There is an additional $100 activity fee for participation in the Global Village Living Learning Community or Foster International Learning Community.

3. Charges for housing at Ashton, Foster and Willkie, and the I-BUCKS 60 Mini and I-BUCKS 25 meal plans are based on an academic year structure and are billed each semester. Flex Bucks are billed at the time of purchase. Charges for housing services at Evermann are billed monthly. All first-time RPS residents are required to make a $300 payment at the time of contract submission. This payment represents a non-refundable $100 processing fee, a one-time Repair & Renovation ("R&R") fee of $100, and a $100 deposit.

**Term and Cancellation**

4. The term of this contract is from the earlier of the date you move in, if you arrange for early arrival, or from August 19, 2015 or January 6, 2016 (Ashton, Foster, and Willkie) or August 20, 2015 or January 6, 2016 (Evermann), ("Start Date"), through December 18, 2015, or May 6, 2016 or, if earlier, the "Cancellation Date." Adjustments to contract rate charges for early or late arrival will be made on a prorated basis.

5. 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 42 - 45); or d) if you are dismissed from IU.

6. Cancellation terms and associated fees differ between housing (Paragraphs 31 & 32) and dining services (Paragraph 41). These cancellation fees are billed to your bursar account. Before you make a decision to cancel, make sure you calculate the charges that will be assessed.

7. If this contract is cancelled prior to the end of the term, you must follow the cancellation procedures, pay the cancellation fees, and complete Checkout (Paragraph 10).

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

**Definitions**

9. "Unit" means the particular residential space to which you are assigned.

10. “Checkout” means the published checkout process for your particular residence hall or apartment.

11. “Checklist” means being blocked from enrolling for classes or obtaining a transcript until you address identified academic or financial deficiencies. Failure to make payments required by this contract will result in being placed on the checklist.

12. “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.
C. This Cancellation Date will also be used to determine the cancellation fees for your meal plan, if any.

13. “Operational costs” means overhead expenses associated with meal plans including but not limited to materials, labor, utilities, etc. and are identified on our website at http://www.rps.indiana.edu/costs.cfml. If you cancel your meal plan, operational costs are part of the cancellation fee.

Housing

Eligibility
14. To be eligible to reside in RPS housing, you:
   • must be a registered in an IU international exchange program, or
   • deemed eligible by the manager of assignments.

15. Convicted sex offenders are not eligible to reside in university housing. If RPS learns that a current or pending resident is a convicted sex offender, this contract will be cancelled.

Assignments
16. Your priority for requested assignment is based on the date of electronic submission of this contract. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.

17. 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.

18. 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.

19. RPS may make temporary assignments due to space shortages and, if you are assigned to temporary overflow accommodations, such as a floor lounge, at the beginning of a contract term, you agree to move when a permanent unit becomes available. Charges for assignment to temporary overflow accommodations will be adjusted from regular contract rates.

20. Your assignment will be in either Ashton, Foster – Global Village LLC or Foster International LLC, Willkie or Evermann.

21. 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 provided a link to the Lead-Based Paint Disclosure online, and you must electronically verify that you have read it before you will allowed to occupy the unit.

Conditions of Occupancy
22. Your assigned unit shall be occupied only by you. At Ashton, Foster and Willkie, occupancy for more than four (4) consecutive days, more than once a semester, by any other person shall constitute a breach of this contract unless prior written consent is obtained from your residence manager.

23. 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.

24. 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
25. 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, Foster and Willkie) or The Guide to Your Apartment Neighborhood (Evermann) at http://www.rps.indiana.edu/housing.cfml 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
26. Depending on your particular residence hall or apartment, your key may be programmed access on your University ID or “hard” keys. 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 residence hall unit keys and key cards, including university IDs, are the property of Indiana University and may not be loaned or duplicated by residents. Programmed access is terminated on your university ID within 24 hours of
Checkout. Residents must return unit keys and loaned keys or cards upon checking out of the unit; a fee will be charged to your bursar bill if unit keys or loaned key cards are not turned in.

**Housing During University Breaks**

27. Ashton and Foster are closed during Thanksgiving, semester, and spring breaks. You agree to vacate your unit during these break periods.

28. Temporary housing will be made available for residence hall students who must remain on campus during breaks. 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**

29. 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 for any period that you hold over.

30. 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.

**Fees for Cancellation of Housing**

31. To request to cancel the housing portion of this contract, go to https://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 remember your username and/or passphrase you may submit a written request for cancellation by housing@indiana.edu (Ashton, Foster, or Willkie) or apthouse@indiana.edu (Evermann) or by mail to: RPS Assignments, 801 North Jordan Avenue, Bloomington, IN 47405 (Ashton, Foster, or Willkie) or RPS Apartment Assignments, 800 Union Street, Room 119, Bloomington, IN 47408 (Evermann). All email and written requests to cancel must include your full name and ten-digit IU ID number.

32. Cancellation fees will be assessed as follows:

   **A. For cancellations prior to the Start Date**

<table>
<thead>
<tr>
<th>For contracts beginning</th>
<th>and your written cancellation request is made</th>
<th>the Cancellation Fee will be</th>
<th>and the $200 R&amp;R fee and deposit</th>
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<tbody>
<tr>
<td>August 19, 2015 or August 20, 2015 (Evermann)</td>
<td>by July 1, 2015</td>
<td>$0</td>
<td>will be refunded</td>
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<tr>
<td></td>
<td>between July 2 – 31, 2015</td>
<td>$0</td>
<td>will <strong>not</strong> be refunded</td>
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<tr>
<td></td>
<td>between August 1 – 18, 2015</td>
<td>$400</td>
<td>will <strong>not</strong> be refunded</td>
</tr>
<tr>
<td>January 6, 2016</td>
<td>by December 1, 2015</td>
<td>$0</td>
<td>will be refunded</td>
</tr>
<tr>
<td></td>
<td>between December 2, 2015 – January 5, 2016</td>
<td>$0</td>
<td>will <strong>not</strong> be refunded</td>
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   **B. For cancellations occurring on or after the Start Date**

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<tr>
<th>If you</th>
<th>you will be charged</th>
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<tr>
<td>• are a no-show</td>
<td>the daily rental amount through the Cancellation Date and a $600 cancellation fee</td>
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<td>• withdraw for medical reasons</td>
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<tr>
<td>• are suspended, expelled, or academically dismissed</td>
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</tr>
<tr>
<td>• move into an off-campus residence</td>
<td>the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract</td>
</tr>
<tr>
<td>• are suspended or expelled from university housing</td>
<td></td>
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   **C. Retention of Meal Plan after Cancellation of Housing Contract**

   If you remain enrolled at IUB and choose to retain your meal plan after cancelling the housing portion of this contract, you may continue to utilize your I-BUCKS on the terms and conditions set forth in this contract.
Meal Service

Options
33. International exchange program residents are not required to participate in a meal plan, but do have the following meal plans options:

- I-BUCKS 60 Mini
- I-BUCKS 25
- Flex Bucks

Prior to August 1, 2015 (fall semester) or December 1, 2015 (spring semester), you may change your semester meal plan to another plan for which you are eligible. These changes can be made online at http://go.iu.edu/AW. Meal plans cannot be changed if a negative I-BUCKS balance results.

Dates of Service
34. RPS dining services are available during academic sessions. RPS does not provide meals under this contract during Thanksgiving, semester, or spring breaks.

I-BUCKS Plan
35. The purchase price of all meal plans includes the payment of operational costs and I-BUCKS. I-BUCKS may be used at any RPS dining facility and the RPS online dining service. I-BUCKS provide a sixty percent (60%) or twenty-five percent (25%) discount off retail prices.

36. I-BUCKS are not accepted at the Indiana Memorial Union.

37. I-BUCKS remaining at the end of your contract expire.

38. You are responsible for reporting a lost or stolen university card storing I-BUCKS to Campus Card Services at 812-855-8711 or http://www.cacard.indiana.edu/cacard/. You will be responsible for all purchases made with your I-BUCKS with the following exceptions for unauthorized purchases made with your card as follows:

A. up to 40 I-BUCKS if the card is suspended or reported lost within forty-eight (48) hours after you learn of the loss or theft of the card.

B. up to 200 I-BUCKS if the card is suspended or reported lost within 10 days.

C. all I-BUCKS if you suspend use of the card or report an unauthorized charge or the loss or theft of the card after 10 days.

Flex Bucks Plan
39. The Flex Bucks meal plan must be purchased separately from this contract at http://go.iu.edu/7ls.

40. Flex Bucks are not accepted at the Indiana Memorial Union.

Fees for Cancellation of Meal Service
41. If you cancel the housing portion of this contract, you may also request to cancel your meal plan. You may submit your request at https://one.iu.edu/store/iub and select the “I-BUCKS Meal Plans” button and log in. Select the option “change plan” and the option to appeal. In the text box, explain your reason to cancel your meal plan and submit.

If your request is granted, in addition to the fees associated with the housing portion of the contract, you will be charged the following fees for the cancellation of your meal plan:

<table>
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<tr>
<th>If you are</th>
<th>you will be charged</th>
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<tr>
<td>not enrolled* on the</td>
<td>I-BUCKS used through the Cancellation Date, the prorated</td>
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<tr>
<td>Cancellation Date</td>
<td>semester operation costs through the Cancellation Date,</td>
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<td></td>
<td>plus a cancellation fee of $400</td>
</tr>
<tr>
<td>enrolled** on the</td>
<td>the term operational costs as a cancellation fee</td>
</tr>
<tr>
<td>Cancellation Date</td>
<td></td>
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*“Not enrolled” includes persons who are no-shows, students who have been suspended or expelled from IUB, and students who lose eligibility for housing based on academic dismissal or who are placed on the checklist.

**“Enrolled” includes persons who are suspended or expelled from housing.
Behavior and Conduct

42. 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 http://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 or The Unfurnished Apartment Guide at http://www.rps.indiana.edu/housing.cfml. 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.

43. 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.

44. 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.

45. 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

46. 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

47. 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.

48. 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.

49. 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.