Indiana University Bloomington  
Summer 2014 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. The delivery of this contract by RPS represents an offer of accommodations and services in the university’s residence halls under the terms and conditions described herein. Your acceptance of the terms of this contract is indicated by the electronic submission of your acceptance. 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 an electronic agreement. This contract becomes effective upon RPS’s written acknowledgement by e-mail or letter.

All first-time residents are required to make a $50 payment at the time of contract submission.

For purposes of this contract, "unit" shall mean 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.

Please read this contract carefully. Different terms apply to the cancellation of housing and dining services; please refer to the section Term, Cancellation and Cancellation Fees of this contract for more information. You must agree to the contract terms before you can submit your housing preferences.

Eligibility

1. To be eligible to reside in the residence halls, you must be: 1. a registered IU student as defined in the Code of Student Rights, Responsibilities, and Conduct at http://dsa.indiana.edu/Code/, or 2. deemed eligible by the manager of assignments. Upon loss of eligibility, you agree to vacate your unit within three (3) calendar days, and the cancellation and release provisions of this contract will determine your remaining contractual obligations.

2. Convicted sexual 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 in accordance with Paragraph 43.

3. If you are subject to pay the university enrollment deposit and fail to do so by May 1, 2014, you will not be eligible for assignment, and RPS may cancel your contract.

Assignments

4. RPS will preliminarily assign you to a unit based on the date of electronic submission of your housing contract and $50 payment and, when possible, in accordance with your room type. Our inability to honor your housing preferences shall not constitute a breach of this contract.

5. A specific unit assignment based upon your preferences or requests is not guaranteed or implied.

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

7. Unit assignments are subject to change at any time. 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 un-resolvable incompatibility of roommates. If you are a member of a specific learning community, your assignment may also be changed if you violate the guidelines or requirements of your community, including but not limited to failure to take required courses or behaviors that undermine the theme and purpose of the learning community. Reassignment pursuant to this paragraph is not a disciplinary action and does not constitute a termination or breach of this contract.

8. RPS may also 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. Assignment to temporary, overflow accommodations shall not constitute a termination or breach of this contract.

9. If vacancies occur in a double or larger unit that you occupy, RPS may assign another student to the vacant space(s) without prior notice to you or may reassign you to other accommodations of equal value. When a vacancy occurs, you may request to occupy the double or larger unit as a single, but must do so prior to the assignment of another person to the unit or your reassignment. If your request is granted, you agree to pay the associated adjustment in contract rates.

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

11. If your assignment is to certain suites, or residence hall apartments, you must read, sign and return a copy of the Lead-Based Paint Disclosure form before you may occupy the unit. You will not be allowed to occupy the unit until the Assignment Office has received your signed form.

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

**Conditions of Occupancy**

13. Your assigned unit shall be occupied only by you. Occupancy for more than four (4) consecutive nights 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.

14. 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.

15. 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 to follow published check-out procedures.

**Room Entry**

16. IU reserves the right to enter your unit according to the procedures set forth in *The A to Z Guide to Residence Hall Living* at [http://www.rps.indiana.edu/flipbooks/AtoZ_guide/atozguide.cfm](http://www.rps.indiana.edu/flipbooks/AtoZ_guide/atozguide.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.

**Meal Service**

17. RPS will provide meal service in accordance with your selected meal plan during the summer session(s).

18. Participation in a meal plan is required as part of this contract.

19. Available meal plans are as outlined below:

   - **Standard** $425 ($265 operational costs and 160 I-BUCKS)
   - **Plus** $625 ($265 operational costs and 360 I-BUCKS)
   - **SWSEEL** No meal plan required; participants may choose to buy a plan in person upon arrival.

20. The purchase price of all meal plans includes the payment of operational cost and I-BUCKS. I-BUCKS may be used at any RPS dining facility or RPS online dining service at a sixty percent (60%) discount off cash prices for cream plans. Additional I-BUCKS may be purchased during the contract term without paying further operational costs.
21 I-BUCKS purchased during summer session 2014 that remain unused at the beginning of the 2014-15 academic year will remain available for use as follows:

A. If you sign an RPS contract for the 2014-15 academic year, one-hundred percent (100%) of unused I-BUCKS will remain available for use with the applicable plan discount off cash prices of sixty percent (60%) or twenty-five (25%) through the end of that RPS contract.

B. If you do not sign an RPS contract for the 2014-15 academic year, the remaining one-hundred percent (100%) of your unused I-BUCKS will remain available for use at a twenty-five percent (25%) discount off cash prices through December 19, 2014.

In either event, you must be enrolled at Indiana University Bloomington at the time the I-BUCKS are used. Therefore, these I-BUCKS will expire without refund on the earlier of the date that you separate from the university or the expiration date described above that is applicable to you (December 19, 2014, or at the end of your 2014 – 15 RPS contract).

22. You may change your meal plan to the other plan before May 1, 2014. These changes can be requested by e-mailing rpsdine@indiana.edu. Meal plans cannot be changed if a negative I-BUCKS balance results. Meal plan changes are not retroactive and apply only to future charges and I-BUCKS distribution.

23. You are responsible for reporting a lost or stolen university card storing I-BUCKS to Campus Card Services at 812-855-8711 or www.cacard.indiana.edu/cacard.

24. You will be responsible for any purchases made with your I-BUCKS and for unauthorized purchases on a lost or stolen 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.

25. You agree to fully cooperate in our efforts to recover cost from unauthorized card users and to assist in their prosecution. Your failure to do so may result in cancellation of your meal service by RPS and/or referral to the Dean of Students' Office for disciplinary action.

Behavior and Conduct

26. 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 http://dsa.indiana.edu/Code/ (the "Code") and the Indiana University Residence Hall Rules and Regulations section of The A to Z Guide to Residence Hall Living at http://www.rps.indiana.edu/flipbooks/AtoZ_guide/. Violations may result in administrative assignment changes pursuant to Paragraph 6 of this contract, eviction proceedings, meal service cancellation, contract cancellation, and/or disciplinary action taken by IU.

27. RPS reserves the right to make a temporary administrative 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 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.

28. 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.

29. You agree to pay charges assessed as provided in the Term, Cancellation and Cancellation Fees section of this contract if you are dismissed from IU for disciplinary reasons or if IU cancels this contract based on a violation of the contract's terms.
30. 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, state law, federal law, university policies, or RPS policies.

Liability

31. 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.

32. Personal property remaining in the unit after you vacate or abandon the unit will be disposed of by IU. You will be billed for any cost associated with such disposal.

Contract Payment and Fees

33. You agree to pay to the Office of the Bursar the housing and meal service contract rates according to that office's schedule. You agree that failure to make required payments does not relieve you of the obligations and duties of the contract. You will also be subject to the bursar's monthly late payment fees for any past due balances on your bursar account including, but not limited to, housing, meal and related charges.

34. You agree to pay, as a part of the contract amount, the residence hall student government activity fee of $5.00. You are under no obligation to participate in any activity sponsored by any student government organization. Payment of the fee is not considered to be and does not constitute support or endorsement of any activities undertaken by the particular residence hall student government organization.

Obligation to Vacate the Unit, Default and Remedies

35. 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. 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.

36. You agree 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.

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

38. 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.

Term, Cancellation and Cancellation Fees

39. Summer housing and dining is available May 11 – August 1, 2014 based on the terms below, or through the "Cancellation Date" (defined below).

<table>
<thead>
<tr>
<th>Term Name</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Four Week Summer Session</td>
<td>Sunday, May 11, 2014</td>
<td>Friday, June 6, 2014</td>
</tr>
<tr>
<td>1st Six Week Summer Session</td>
<td>Sunday, May 11, 2014</td>
<td>Friday, June 20, 2014</td>
</tr>
<tr>
<td>1st Eight Week Summer Session</td>
<td>Sunday, May 11, 2014</td>
<td>Friday, July 4, 2014</td>
</tr>
<tr>
<td>2nd Four Week Summer Session</td>
<td>Sunday, June 8, 2014</td>
<td>Friday, July 4, 2014</td>
</tr>
<tr>
<td>Session</td>
<td>Start Date</td>
<td>End Date</td>
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</tr>
<tr>
<td>2nd Eight Week Summer Session</td>
<td>Sunday, June 8, 2014</td>
<td>Friday, August 1, 2014</td>
</tr>
<tr>
<td>2nd Six Week Summer Session</td>
<td>Sunday, June 22, 2014</td>
<td>Friday, August 1, 2014</td>
</tr>
<tr>
<td>3rd Four Week Summer Session</td>
<td>Sunday, July 6, 2014</td>
<td>Friday, August 1, 2014</td>
</tr>
<tr>
<td>Full Twelve Week Summer Session</td>
<td>Sunday, May 11, 2014</td>
<td>Friday, August 1, 2014</td>
</tr>
</tbody>
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A daily housing rate of $21.50 will be charged for each day you occupy the unit before or after your selected term dates.

40. RPS may cancel this contract if you fail to maintain eligibility requirements, make timely housing and meal plan payments, comply with behavioral standards (paragraphs 26 - 30), or if you are dismissed from IU.

41. Cancellation of your housing does have an impact on your meal plan. Please see Paragraph 46 for specific details.

42. If your contract is cancelled by IU pursuant to Paragraphs 28 or 37, or if your contract is cancelled because you become ineligible for university housing and dining services during the term of the contract, you will be charged a cancellation fee which will be calculated according to Paragraphs 46, 47 and 48.

43. If you are a student subject to the IUB residency requirement, you may not automatically cancel your contract. You may cancel your contract only if you receive a written exemption for the requirement from RPS. You must then follow the cancellation procedures, pay the breakage fees, and vacate your unit according to the terms of your contract.

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

**Cancellation Date**

45. "Cancellation Date" means:

   A. The date you turn in your unit key(s) or key card and complete the published checkout process.

   B. If you never occupy or if you vacate your unit and do not notify the Assignment Office in writing, or if you vacate and do not complete the advertised checkout process at your center desk, the day the Assignment Office learns that your assigned unit is vacant.

46. Before May 1, 2014, you may submit a written request for cancellation through the online cancellation system or by e-mail to housing@indiana.edu. After May 11, 2014, you may request cancellation of your housing by submitting the RPS Contract Cancellation Form. A cancellation fee shall be imposed as follows:

A. For contracts starting May 11, 2014:

   (1) If your written request to cancel is received before May 1, 2014 there will be no cancellation fee, and any application fee payment ($50) is forfeited.

   (2) If your written request to cancel is received May 1 - 10, 2014 the cancellation fee is $60, and any application fee payment ($50) is forfeited.

C. Cancellation on or after the starting date of the contract:

   (1) If you are not an enrolled student on the Cancellation Date (defined above) and do not subsequently enroll, you will be charged the rental amount through the Cancellation Date, plus a $200 breakage fee. You will also be charged for any I-BUCKS you have used and fifty percent (50%) of the operational or membership costs for your chosen meal plan.
(2) If you are deemed not eligible to enroll, you will be charged room rental and all I-BUCKS you have consumed plus their associated operational costs through the Cancellation Date. The breakage fee that would otherwise be applicable will be waived. You must provide official documentation from the sponsoring IU program, department or school before the breakage fee will be waived.

(3) If you are an enrolled student on the Cancellation Date (defined above),

   a. You will be charged rental through the Cancellation Date, plus a breakage fee of 60% of the remaining contract balance.

   b. No unbilled I-BUCKS will be charged to your account after the Cancellation Date, but you will be charged the remaining balance of your enrolled plan’s operational costs for the contract period depending on the applicable plan. Any remaining I-BUCKS on your account will be available for you to use at a twenty-five (25%) discount off purchases for the contract period.

47. If, as a result of a disciplinary action, you are expelled from university housing, but remain enrolled at IUB, you will be assessed a breakage fee of 60% of the remaining contract balance for housing. You will be refunded all unused I-BUCKS as of your Cancellation Date as defined above. Your meal plan operational cost will not be refunded.

48. If, as a result of a disciplinary action, you are suspended or expelled from IUB, or as a result of a disciplinary action become otherwise ineligible for housing, you will be assessed a breakage fee of 60% of the remaining contract balance for housing. You will be refunded all unused I-BUCKS as of your Cancellation Date as defined above. Your meal plan operational or membership cost will not be refunded.