Indiana University Bloomington
2015 Summer Residence Hall
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 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. If granted permission by the manager of assignments, a signed printed copy of the contract may be mailed to RPS.

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

Charges and Fees
1. The residence halls covered by this contract require a meal plan. RPS offers two summer meal plan programs. Specific housing and dining service costs are available online at www.rps.indiana.edu/costs.cfm.

2. There is a $5 residence hall student government fee.

3. Charges for housing and meal plans are billed one time according to the schedule of the Office of the Bursar. All first-time RPS residents are required to make a $50 non-refundable processing fee at the time of contract submission.

4. Students who have left RPS housing for two consecutive semesters (excluding summer term) or more must pay a $50 processing fee.

5. IU Bloomington’s enrollment deposit of $100 for all new students is due by May 1, 2015. This is not an RPS fee, but it must be paid before your housing assignment will be made.

Term and Cancellation
6. The term of this contract is from the earlier of the date you move in, if you arrange for early arrival, or the four, six, eight or twelve week academic session(s) you attend through the end of the academic session(s) for which you enroll. Academic sessions are set by the Office of the Registrar at http://registrar.indiana.edu/official-calendar/index.shtml.

7. RPS may cancel this contract if you fail to: a) pay the IU Bloomington enrollment deposit by May 1, 2015, b) maintain eligibility requirements, c) make timely housing and/or meal plan payments, d) comply with behavioral standards (Paragraphs 43 – 46), or e) if you are dismissed from IU.

8. Cancellation terms and associated fees differ between housing (Paragraphs 29 & 30) and dining services (Paragraph 42). 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.

9. If you are a student subject to the IUB residency requirement, 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 cancellation fees, and complete Checkout (Paragraph 12). Note: Canceling this contract to move into a fraternity or sorority house does not release you from the cancellation fees.

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

Definitions
11. “Unit” means the particular residential space to which you are assigned.

12. “Checkout” means the published checkout process for your particular residence hall.

13. “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.

14. “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.
“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 www.rps.indiana.edu/costs.cfml. If you cancel your meal plan, operational costs are part of the cancellation fee.

Housing

Eligibility
16. To be eligible for a summer residence hall contract, you must be:
   - a registered IU student enrolled in at least 1 summer session course, or
   - deemed eligible by the manager of assignments

17. 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
18. Your priority for requested assignment is based on the date of electronic submission of this contract and confirmation by RPS of the fees identified in Paragraphs 1 – 5 that are applicable to you. The inability of RPS to honor your housing preferences shall not constitute a breach of this contract.

19. 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.

20. 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.

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 be allowed to occupy the unit.

Conditions of Occupancy
22. Your assigned unit shall be occupied only by you. Occupancy for more than four (4) consecutive days, more than once during the academic session, 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 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, 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 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 key cards upon checking out of the unit; a fee will be charged to your bursar bill if unit keys or loaned keys or cards are not turned in.

Obligation to Vacate the Unit; Abandoned Personal Property
27. 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 agree to pay the daily rental amount for any period that you hold over.
28. 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**

29. To request to cancel the housing portion of 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 remember your username and/or passphrase you may submit a written request for cancellation by email to housing@indiana.edu or by mail to: RPS Assignments, 801 North Jordan Avenue, Bloomington, IN 47405. All email and written requests to cancel must include your full name and ten-digit IU ID number.

30. Cancellation fees will be assessed as follows:

   A. **For cancellations prior to May 10, if**

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<th>Your written cancellation request is made</th>
<th>the Cancellation Fee will be</th>
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<td>before or on May 1</td>
<td>$0</td>
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<td>between May 2 – 9</td>
<td>$60</td>
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   B. **For cancellations occurring on or after the Start Date**

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<th>If you</th>
<th>you will be charged</th>
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<td>• are a no-show</td>
<td>the daily rental amount through the Cancellation Date and a $200 cancellation fee</td>
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<td>• withdraw from IUB</td>
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<tr>
<td>• withdraw for medical reasons</td>
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<tr>
<td>• withdraw for military service, an internship, student teaching, or overseas study experience</td>
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<td>• graduate</td>
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<td>• are suspended, expelled, or academically dismissed</td>
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<tr>
<td>• move into a fraternity/sorority house</td>
<td>the daily rental amount through Cancellation Date, and 60% of remaining balance of the contract</td>
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<tr>
<td>• move into an off-campus residence</td>
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<tr>
<td>• are suspended or expelled from university housing</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**

31. Summer RPS residents have the following options for I-BUCKS 60 meal plans:

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<th>Max</th>
<th>Mini</th>
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<td>$650</td>
<td>$450</td>
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**Dates of Service**

32. RPS dining services are available during the summer academic sessions. RPS does not provide meals under this contract on Memorial Day and Independence Day.

**I-BUCKS Plan**

33. 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 on the RPS online dining service. I-BUCKS provide a sixty percent (60%) discount off retail prices.

34. You may change your meal plan selection on or before May 1.

35. I-BUCKS are not accepted at the Indiana Memorial Union.
36. RPS offers the following incentive for 2015 summer residents who sign an RPS contract for the 2015–16 academic year and select an RPS I-BUCKS 60 meal plan: All I-BUCKS you purchase during the 2015 summer term roll over and remain available for use at the full 60% discount off retail prices through the end of your 2015-16 RPS contract.

37. I-BUCKS remaining at the end of the 2015 summer academic sessions roll over and remain available for students enrolled at IUB for use through December 18, 2015 with a 25% discount off retail prices a) if you sign an RPS contract for the 2015–16 academic year but do not select an RPS meal plan; or b) if you do not sign an RPS contract for the 2015-16 academic year.

38. I-BUCKS remaining at the end of the 2015 summer term will not roll over if you do not enroll for classes at IUB for the 2015-16 academic year.

39. 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. 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**

40. The Flex Bucks meal plan, which is an option only if you are at least a third-year resident of RPS, must be purchased separately from this contract at http://go.iu.edu/7ls.

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

**Fees for Cancellation of Meal Service**

42. 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:

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<th>If you are</th>
<th>you will be charged</th>
<th>and</th>
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<td>not enrolled* on the Cancellation Date</td>
<td>I-BUCKS used through the Cancellation Date, the prorated operational costs through the Cancellation Date, plus a cancellation fee of $200</td>
<td>any I-BUCKS rolled over from a previous contract will be available through the Fall semester for you to use if you are enrolled at that time</td>
</tr>
<tr>
<td>enrolled** on the Cancellation Date</td>
<td>the operational costs as a cancellation fee</td>
<td>any I-BUCKS rolled over from a previous contract will be available through the Fall semester for you to use if you are enrolled at that time</td>
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</table>

*“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 break this contract to move into a fraternity/sorority house or who are leaving for military service or to participate in an IU-sponsored academic program such as an internship, student teaching or overseas study, or because you will be graduating at the end of fall semester, or are suspended or expelled from housing.

**Behavior and Conduct**

43. 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/ (the “Code”) and the Indiana University Residence Hall Rules and Regulations section of Your A to Z Guide to Residence Hall & Furnished Apartment Living 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.
44. 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.

45. 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.

46. 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**

47. 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**

48. You agree to make your payments to the Office of the Bursar for your housing and meal plan program charges 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.

49. 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.

50. 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.