Indiana University Bloomington
2013-2014 Housing and Dining Contract Terms and Conditions for Hillcrest, Union Street Center, and Willkie

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. Specific housing and dining service costs are typically available online at www.rps.indiana.edu/costs after January 2013. Your acceptance of the terms of this contract is indicated by electronic submission of your application. 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. If granted permission by the manager of assignments, a signed, printed copy of the contract may be mailed to RPS. This contract becomes effective upon RPS’s written acknowledgement by e-mail or letter.

All first-time residents are required to make a $300 payment at the time of contract submission. This fee includes a $100 non-refundable contract and application processing fee, a $100 one-time capital fee to support housing renovations, and a $100 credit for housing charges that RPS will apply during the spring semester for residents with an active contract at that time.

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: a. a registered, full-time IU student enrolled in at least 12 credit hours as an undergraduate student or enrolled in the number of credit hours as defined as full time by your academic program as a graduate student, or b. a student who is enrolled in Hoosier Link and who has been approved by RPS for residency, or c. 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, 2013, 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 and dining contract and $300 payment and, when possible, in accordance with your requests for learning communities, neighborhood, room or apartment type, and/or roommate. The inability of RPS 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, repairs, renovation or closing of part or all of the facility, consolidation of vacancies, or irresolvable 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 shared room or apartment 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 your assignment is to certain units, you will be directed to read the Lead-Based Paint Disclosure online and electronically verify that you have done so before you may occupy the unit. You will not be allowed to occupy the unit until the assignment office has received your electronic signature.

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

**Conditions of Occupancy**

12. Your assigned unit shall be occupied only by you. 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.

13. 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.

14. 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**

15. IU reserves the right to enter your unit according to the procedures set forth in Your A to Z Guide to Residence Hall Living at www.rps.indiana.edu 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**

16. RPS will provide meal service in accordance with your selected meal plan during academic sessions. I-BUCKS are not accepted at the Indiana Memorial Union or the Wells Library Cyber Café.

17. RPS does not provide meals under this contract during Thanksgiving, semester, and spring breaks.

18. Meal plans and plan eligibility associated with this contract are denoted in the table below with an “X”:

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<tr>
<td>Undergraduate First-Year Residents of Hillcrest, Union Street Center, and Willkie</td>
<td>X</td>
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<tr>
<td>All Other Residents of Hillcrest, Union Street Center, and Willkie</td>
<td>X</td>
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19. 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 or RPS online dining service at a sixty percent (60%) discount off cash prices. Additional I-BUCKS may be purchased during the contract term without paying further operational or membership costs.
20. I-BUCKS purchased during the 2013–14 academic year, or summer term 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 contract year’s plan discount off cash prices of sixty percent (60%) through the end of that RPS contract.

B. If you do not sign a RPS contract for the 2014–15 academic year, you may continue to use any I-BUCKS remaining in your account at the end of the 2013-14 contract 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 either 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).

21. You may change your fall and spring term meal plan to another plan for which you are eligible before August 1, 2013. You may change your spring term meal plan to another plan for which you are eligible before December 1, 2012. These changes can be made online at http://go.iu.edu/AW or 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.

22. 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.

23. You will be responsible for all purchases made with your I-BUCKS. If you suspend or report your card stolen, you will be responsible 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.

24. 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**

25. 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 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 Living* at www.rps.indiana.edu. Violations may result in administrative assignment changes pursuant to Paragraph 7 of this contract, eviction proceedings, meal service cancellation, contract cancellation, and/or disciplinary action taken by IU.

26. 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.

27. 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.

28. 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.

29. 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
30. 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.

31. 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
32. 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.

33. You agree to pay, as part of the contract amount, the residence hall student government activity fee of $12 per semester and the applicable learning community activity fee which, depending on your learning community, is $25, $50, or $100 per semester. 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
34. You agree to vacate your unit at the end of your contract. You agree to vacate your unit within three (3) calendar days of losing eligibility for housing, cancellation fees apply; refer to Paragraph 48. In addition, you agree to vacate your unit within twenty-four (24) hours of your last final examination each semester. 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.

35. 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.

36. 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.

37. 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
38. The term of this contract begins on the date you move in, or from August 21, 2013, through May 9, 2014 or the "Cancellation Date" (defined below).

39. If you are not a first-year undergraduate student, you may sign an addendum to extend the term of this contract to end on May 14, 2014 for a $225 additional charge. If the addendum is canceled before the start date, the entire additional sum will be refunded; if the addendum is canceled after the start date, no refund will be given.

40. RPS may cancel this contract if you are subject to and fail to pay the university enrollment deposit by May 1, 2013, maintain eligibility requirements, make timely housing and/or meal plan payments, comply with behavioral standards (Paragraphs 25 - 29), 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 canceled by IU pursuant to Paragraphs 27 or 36, or if your contract is canceled 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 Paragraph 45. 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.

43. Greek housing is not university sponsored housing. Canceling this contract to move into a fraternity or sorority house does not release you from the cancellation fees outlined in Paragraph 46.
44. The closure of the university and/or 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 Cancellation Date is the day the Assignment Office learns that your assigned unit is vacant.

46. If you are not subject to the residency requirement or if you are subject but have received a written exemption, you may cancel your housing and dining contract in accordance with the terms set forth in this paragraph. Before the start of the contract term, you may submit a written request for cancellation by e-mail to housing@indiana.edu or by mail to: RPS Assignments, 801 North Jordan Avenue, Bloomington, IN 47405. After the start of the contract term, you may request cancellation by submitting the RPS Contract Cancellation Form. If you submitted the $300 advance payment, $100 shall be retained as a non-refundable application fee. A cancellation fee shall be imposed as follows:

A. Cancellation prior to the starting date on your contract:
   (1) If your written request to cancel is received by July 1, 2013 (or May 1, 2013, for continuing residents only) there will be no cancellation fee. If you submitted the $300 advance payment, you will be refunded or credited $200.

   (2) If your written request to cancel is received between July 2 – 31, 2012 (or May 2 and July 31, 2013 for continuing residents only), the cancellation fee is $200, and you will be refunded or credited $0.

   (3) If your written request to cancel is received between August 1 - 20, 2013, you will be refunded or credited $0, and assessed a cancellation fee of $400.

B. For contracts beginning on January 8, 2014 through May 9, 2014 or May 14, 2013:
   (1) If your written request to cancel is received by December 1, 2013, there will be no cancellation fee. If you submitted the $300 payment, you will be refunded or credited $200.

   (2) If your written request to cancel is received between December 2, 2013 and January 7, 2014, the cancellation fee is $200, and you will be refunded or credited $0.

C. Cancellation on or after the starting date of the contract:
   (1) If you are not an enrolled student on the Cancellation Date and do not subsequently enroll, you will be charged the rental amount through the Cancellation Date, plus a $400 breakage fee. You will also be charged for any I-BUCKS you have used and fifty percent (50%) of the operational costs for your chosen meal plan.

   (2) If you are an enrolled student on the Cancellation Date, you will be charged rental through the Cancellation Date plus sixty percent (60%) of the remaining balance of the contract.

   (3) Upon a determination that you are no longer eligible to be enrolled based on either an academic dismissal or a failure to pay amounts owed on your bursar bill, you will be charged room rental and all I-BUCKS you have consumed, plus the associated operational costs through the Cancellation Date.

   (4) If you need to break your contract in order 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, the following breakage fees apply.

      a. If you have continuously lived in an RPS facility for three or more semesters, your written request to cancel and required documentation should include this information and should ask for a waiver of the breakage fee. Only one breakage fee waiver based on continuous residence with RPS will be granted during your academic career at Indiana University Bloomington.

      b. Twenty percent (20%) of your first semester housing charge, if your written request to cancel and required documentation is received on or before October 31, 2013. If you find another person who is eligible to reside in the
residence halls and who has signed an RPS contract for your space for Spring Semester prior to the October 31, 2013 deadline, this fee will be reduced to ten percent (10%) of your first semester housing charge.

c. Thirty percent (30%) of your first semester housing charge, if your written request to cancel and required documentation is received on or after November 1, 2013. If you find another person who is eligible to reside in the residence halls and who has signed an RPS contract for your space for Spring Semester between November 2, 2013 and the end of Fall Semester (December 20, 2013), this fee will be reduced to fifteen percent (15%) of your first semester housing charge.

d. You must provide official documentation from the sponsoring IU program, department or school to qualify for these early breakage fees.

e. In addition, these breakage fees do not apply if you decide to move into housing that is not operated by RPS, including Greek housing. In those circumstances, the breakage fee is sixty percent (60%) of the remaining balance of the contract amount.

f. If you are enrolled in a meal plan, you may choose to keep your meal plan active by indicating your desire to retain it on your cancellation form. All terms of the meal plan will remain in effect (i.e., you agree to pay all remaining operational costs and will continue to receive the sixty percent (60%) discount off purchases through the end of the academic year. If you do not indicate that you wish to retain your meal plan, the plan will be terminated automatically and no unbilled I-BUCKS will be charged to your account after the Cancellation Date; however you will still be charged the remaining balance of your meal plan’s operational costs. You may continue to use any I-BUCKS remaining in your account after the Cancellation Date at a twenty-five percent (25%) discount off cash prices through the end of the academic year.

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 sixty percent (60%) of the remaining contract balance for housing. You will be refunded all unused I-BUCKS as of your Cancellation Date. Your meal plan operational or membership 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 sixty percent (60%). 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.

**Contract Agreement**

If this housing contract is accepted and I am assigned to university housing, I agree to abide by the terms of this contract and all the rules and regulations of Indiana University, the Division of Residential Programs and Services, and the Residence Halls Association. I understand that failure to comply with these rules and regulations may result in my separation from housing. As a first time resident, I agree to make the $300 payment at the time of contract submission. A parent or legal guardian must co-sign if the applicant is under the age of 18.