INDIANA UNIVERSITY PURDUE UNIVERSITY INDIANAPOLIS

HOUSING CONTRACT

This contract is a financially binding agreement between the Indiana University Purdue University Indianapolis (IUPUI) Office of Housing and Residence Life on behalf of The Trustees of Indiana University, hereinafter referred to as University, and the person whose signature appears on this contract agreement. Your signature on this contract indicates that you understand and agree to all provisions of this contract. **PLEASE READ THIS CONTRACT CAREFULLY BEFORE SIGNING.**

ELIGIBILITY

1. To be eligible for residence on the IUPUI campus, an applicant must be one of the following: (a) a person who has been admitted to and will be enrolled as a full-time student (as defined by your academic program) on the IUPUI Campus; (b) IUPUI faculty or staff; or (c) University-affiliated personnel who are deemed to be eligible by the Office of Housing and Residence Life.

2. Convicted sexual offenders are not eligible to reside in IUPUI housing. If the Office of Housing and Residence Life learns that an applicant for housing is a convicted sex offender, the application will be rejected. If the Office of Housing and Residence Life learns that a current resident is a convicted sex offender, the resident’s contract will be cancelled.

3. Persons not meeting or maintaining the eligibility requirements may appeal to the Office of Housing and Residence Life.

4. Persons living in Ball Residence Hall or the University Tower are subject to additional eligibility requirements during the fall and spring semesters.

CONTRACT DURATION

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

6. All short-term contracts must be no less than a thirty (30) days and no more than ninety (90) days. (SUMMER CONTRACTS ONLY)

7. This contract is effective for the full term indicated on the full term indicated on this contract, or any part thereof, unless cancelled as outlined herein. Rental charges and the terms of this contract begin on the effective date of this contract or the approved move-in date, whichever comes first.

8. You are expected to retain your housing assignment for the full contract term. You may retain occupancy during the summer even though you are not enrolled in summer school if you will be enrolled as a student on the IUPUI Campus during the following academic year and you complete the necessary renewal steps during Spring term. You may be required to move into a different space for the summer.

9. Ball Residence Hall and the University Tower are closed over Winter Break. You may leave your belongings however you will not be granted access during the closure period. Official closure dates are available from the Office of Housing and Residence Life and are listed in the “Residential Handbook.”

10. Residents of the IUPUI Riverwalk Apartments and Townhomes are permitted to stay in their assigned units over the Winter Break but must register with the Office of Housing and Residence Life as outlined in the “Residential Handbook.”

ASSIGNMENTS AND ROOM CHANGES

11. Assignments are made in compliance with University policy governing resident priority and on the basis of the date of receipt of 1) the housing application, and 2) the application filing fee, and when possible, in accordance with your request for unit/room type, learning community, and/or roommate. IUPUI makes all assignments without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, or disability. A specific unit assignment based upon preferences or request is neither guaranteed nor implied.

12. In the event the University is unable to deliver possession of the assigned living unit, you agree to accept assignment to another unit.

13. The University reserves the right to change room/unit assignments for any reason it deems appropriate. Any re-assignment shall not constitute a breach of this contract.

14. If vacancies occur in the room/unit in which you occupy, the University may assign another student to the vacant space(s) without prior notice to you or may reassign you to other accommodations of equal value.

15. Room/unit change requests may be granted by the Office of Housing and Residence Life on a case by case basis, providing space is available. Changes are approved on the basis of need, not seniority. You may be subject to administrative charges as outlined in the “Residential Handbook” for assignment changes made during the contract period. No resident requested room changes will be made during the first three weeks of each semester.

16. You agree to accept an assignment to a room/unit in accordance with housing assignment, you agree to pay any adjustment of housing in contract rates and any applicable administrative charges.

17. Residents assigned to Ball Residence Hall or the Tower will be required to purchase one of the following mandatory meal plans: A 16 Meal Plan Plus-M or All Access Plan. In the case a purchase is not made, the All Access Plan will be assigned to you automatically by IUPUI Food Services. Refer to www.mealplans.iupui.edu for more information.

18. If applications for housing exceed the number of regular housing spaces, the University reserves the right to utilize residential common areas or hotel/apartment accommodations for residential purposes pending assignment or relocation to permanent living space.

19. Residents assigned to temporary, overflow accommodations, such as a floor lounge, agree to move when a permanent unit/space becomes available. Assignment to temporary, overflow accommodations shall not constitute a breach of this contract.

CONDITIONS OF OCCUPANCY

20. You may not use any part of the residence facility or grounds for commercial or nonresidential purposes.

21. The possession of prohibited items, including candles, firearms, weapons and/or pets is strictly prohibited. A complete list of prohibited items can be found in the “Residential Handbook.”

22. You agree not to assign or sublet your living unit and that occupancy of the room is limited to resident(s) assigned to that room.

23. You agree (1) to abide by the laws of the United States, the State of Indiana, and the local government, (2) to become aware of and observe all policies and rules of conduct published or hereafter enacted by the University and the Office of Housing and Residence Life, and (3) to conduct yourself in a manner which does not interfere with the use and quiet enjoyment of the premises by others. Specifically included in this contract by reference are regulations in the “Residential Handbook” and/or the “Student Code of Conduct.”

24. You agree reasonable for your own actions and the actions of your guests while on IUPUI property. This contract may be cancelled if you or your guests violate contract provisions, state law, federal law, IUPUI policies, or Office of Housing and Residence Life policies.

25. You agree to keep your living unit, its furnishings, and the public facilities clean, sanitary, safe and free from damage and to advise the University of any deteriorated conditions of the living unit or its furnishings. You agree to be financially responsible for any damage or breakage to University property within the living unit or to the unit itself, or the common areas due to misuse, negligence or vandalism.

26. You agree that your personal property shall be deemed abandoned if not claimed within thirty (30) days from the date of your withdrawal from housing, or from termination or cancellation of this contract, whichever occurs first. You agree that the University may dispose of all such personal property in any manner it shall deem proper, and the University is hereby relieved of all liability. You may be billed for any costs associated with the disposal and/or the storage of such items.

27. To ensure the safety and security of our residents, a number of residential areas are monitored by video surveillance which may include residential hallways, common areas, community spaces, and office areas. IUPUI Housing and Residence Life reserves the right to use video surveillance to assist with promoting the safety and security of our residents.

28. Ball Residence Hall and University Tower residence rooms are furnished with lofted beds. These residents may request guardrail(s) for the bed from their community office or by submitting a request.

29. You agree to abide by any University immunization requirements.

LIABILITY

28. The University reserves the right to enter your living quarters in accordance to the procedures as detailed in the “Residential Handbook” for custodial services, health and safety inspections, unit repair and maintenance, pest control, emergency situations, or law enforcement purposes.

29. The University shall not assume responsibility for any loss to persons or personal property. You are urged to obtain your own personal liability and personal property insurance.

30. You agree that your personal property shall be deemed abandoned if not claimed within thirty (30) days from the date of your withdrawal from housing, or from termination or cancellation of this contract, whichever occurs first. You agree that the University may dispose of all such personal property in any manner it shall deem proper, and the University is hereby relieved of all liability. You may be billed for any costs associated with the disposal and/or the storage of such items.

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CONTRACT PAYMENT AND FEES

33. You agree to make payment of all housing charges. Payments may be paid online by logging into your OneStart account and selecting the Make a Payment link using IUBursar Pay, by mail to the IUPUI Lockbox Payment Processing Center, P.O. Box 7245, Indianapolis, Indiana 46206-7245, or in person at the Campus Center, Suite 250. Checks must be made payable to IUPUI. Payments are applied to the oldest debt first, it is recommended that you ensure that your Bursar account is kept current at all times.

34. You agree to pay for a reassigned unit/room at the rate listed in the official rate schedule (available online at http://housing.iupui.edu).

35. Payment of housing charges (including applicable buyout fees) is not contingent upon receipt of financial aid monies or scholarships. You agree that you are responsible for all housing payments and charges not covered by financial aid assistance or scholarships.

36. Your housing charges are billed in full on a per semester basis. You will receive your bill directly from the Bursar's Office and you are responsible for making timely payments according to the Bursar due dates with your housing charges paid in full prior to the mid-term exam period. Failure to pay in accordance with Bursar due dates may result in penalties and/or actions as defined by the Bursar.

Bursar information is available online at http://bursar.iupui.edu.
This document sets forth the terms and conditions upon which campus housing is offered to you by the University. You accept this offer by returning this signed document with your acceptance. (If you are under the age of 18, this contract must be signed by a parent or legal guardian.) Questions concerning its interpretation should be directed to the IUPUI Office of Housing and Residence Life. Cancellation of your contract at any time will result in a buyout fee according to the following buyout terms and conditions:

- You are responsible for rent through the date of your official cancellation from your living unit.
- If the Office of Housing and Residence Life does not receive your keys but learns that you have vacated, the cancellation date will be ten (10) business days after the Office makes such a determination.
- Failure to return your keys will also result in any applicable lock change charges.
- If you are dismissed from the University for disciplinary reasons, or if you violate a standard as identified in the “Residential Handbook” and/or the “Student Code of Conduct”, you must notify the Office of Housing and Residence Life immediately. You agree to pay any remaining contractual obligations according to the terms of this contract plus additional charges for rent accrued and a $100 penalty per day for any period that you hold over, and for any damages or cleaning charges that are assessed.

**DEFAULT AND REMEDIES**

- The University reserves the right to change rental rates to conform to economic conditions.
- The Office of Housing and Residence Life has been granted the authority by the University Trustees to establish and to assess fines for your failure to comply with certain standards as identified in the “Residential Handbook” and/or the “Student Code of Conduct”, or if you are dismissed from IUPUI. Regardless of whether your contract is suspended or cancelled, you are responsible for rent through the date of vacating and you will be required to buyout your contract according to the previous table.
- You will be assessed charges, as provided in the cancellation provisions of the contract, if you are dismissed from the University for disciplinary reasons, or if you violate a provision of this contract and the University cancels this contract.

**CONTRACT AGREEMENT**

- The University may release you from this contract without a buyout fee under the following conditions (SUPPORTING DOCUMENTATION MUST BE PROVIDED WITH YOUR REQUEST FOR RELEASE): Appeal policy details are available in the “Residential Handbook”.

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<tr>
<th>BALL RESIDENCE HALL</th>
<th>UNIVERSITY TOWER</th>
<th>TOWNHOMES</th>
<th>IUPUI RIVERWALK APARTMENTS</th>
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<td>$1000 contract buyout</td>
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**CONTRACT CANCELLATION**

- You agree to a $50 penalty for improper checkout as defined in the “Residential Handbook.”
- 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.
- You may request cancellation of this contract by submitting a written notice (Contract Cancellation Form) with the Office of Housing and Residence Life. Notification of cancellation by any other means will not be recognized.
- Cancellation of your contract at any time will result in a buyout fee according to the following buyout terms and conditions:

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- You are responsible for rent through the date of your official cancellation from your living unit.
- If you are under the age of 18, this contract must be signed by a parent or legal guardian.
- Acceptance of this contract requires a prepayment amount due with return of this contract as detailed in the signature section of this contract.

- You agree to a $300 contract buyout for a short-term contract, which is a contract written for less than a ninety (90) day period, regardless of when notice is given.
- The University reserves the right to change rental rates to conform to economic conditions.
- You agree to vacate your unit at the end of your contract or within three (3) calendar days of losing eligibility for housing. Upon loss of eligibility, you must notify the Office of Housing and Residence Life in writing immediately. You agree to pay any remaining contractual obligations according to the terms of this contract plus additional charges for rent accrued and a $100 penalty per day for any period that you hold over, and for any damages or cleaning charges that are assessed.
- 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.
- The University 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 when due or fail to rectify any default within ten (10) days after written notice of the default by IUPUI.
- 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.
- The Office of Housing and Residence Life has been granted the authority by the University Trustees to establish and to assess fines for your failure to comply with certain regulations pertaining to the campus living units. (Residential regulations and potential fines are outlined in the “Residential Handbook”)
- Campus housing is not mandatory for IUPUI students. The University agrees to provide you with a space in a furnished room as outlined in this contract. The University makes no guarantees of exact conditions; variations in unit/room types may occur and will not be considered grounds for housing re-assignment or contract cancellation.
- The University reserves the right to change rental rates to conform to economic conditions.

**SIGNATURE and CO-SIGNER DETAILS DISPLAYED HERE FOR PAPER HOUSING OFFERS ONLY**

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