

NEW APPLICANT 2009-2010 Housing Application and Contract

*Summer housing is available.
Visit housing.iusb.edu for more information

_____ 2009-2010 Academic year

_____ 2010 Spring only

Assignment will not be made until a signed application and contract form and prepayment deposit are received. Visit housing.iusb.edu for more information

PLEASE PRINT AND COMPLETE ALL SECTIONS:

Assigned University ID Number _____
First Name _____ Middle Name _____ Last name _____
Previous Name _____ Sex M/F Date of Birth _____ Age _____
Home Phone _____ Cellular Phone _____
Email address (primary means of communication, IUSB email preferred): _____
Street address _____ City _____ State _____
Zip/Postal Code _____ Country _____
Current student status (Check all that apply) FR SO JR SR Graduate Student
 Purdue Statewide Technology Student Ivy Tech State College Student International Student Transfer Student

ROOMMATE PREFERENCES

Please provide full names

I have no preference

Please place me with: _____
Name Name Name

To have your roommate request considered, your application must be received by May 1, 2009 for fall semester and November 1, 2009 for spring semester. Roommate preferences must be mutual and will be honored, if possible, but cannot be guaranteed.

SPECIAL ACCOMMODATIONS

You must initiate a request for a particular apartment type based on a physical disability, chronic illness, or other condition that significantly limits an major life activity with the Office of Disability Support Services (DSS) <http://www.iusb.edu/~sbdss/index.shtml>. The Office of Housing and Residential Life refers any requests it receives to DSS for action.

PERSONAL HISTORY

Have you ever been convicted of or pleaded guilty to any felony or any crime (felony or misdemeanor) against another person(s) or do you have a pending criminal charge? no yes If yes, please attach an explanation.

If you are a transfer student, are you in good judicial standing at your former institution? yes no If no, please attach an explanation

RANK APARTMENT TYPE PREFERENCE

1-3 with "1" being your 1st choice. Preferences for apartment type are considered but cannot be guaranteed.

1 person/1 bedroom/1 bath* 2 person/2 bedroom/2 bath** 4 person/4 bedroom/2 bath***
\$3930 – per person, per semester \$3144 – per person, per semester \$2600 – per person, per semester

* very limited availability **limited availability ***most new applicants will receive this assignment

HOUSING CONTRACT

I attest that the information contained herein is correct and I authorize IU South Bend to verify this information. I understand that submission of this application, signed by myself and, if I am under 18, my parent or guardian, along with a \$200 prepayment deposit is a request to reside in on-campus housing at IU South Bend. I understand that my signature(s) on this 2009-2010 on-campus housing contract represents my acceptance of the terms and conditions of this contract which includes by reference all published University policies as set forth in the Residential Living Handbook, the IU Code of Student Rights, Responsibilities and Conduct, and IU Information Technology responsible use policies.

Student Signature _____ Date _____

Signature _____ Date _____

Co-signature of parent or guardian if student is under 18 years of age

PARENT OR GUARDIAN INFORMATION- REQUIRED FOR STUDENTS UNDER 18 YEARS OF AGE

First Name _____ Last Name _____
Cellular Phone _____ Email address _____ Home Phone _____
Street Address _____ City _____ State _____ Zip/Postal Code _____

This application and contract form must be signed and accompanied by a check or money order of \$200 payable to IU South Bend. Do not send cash. Send the application and contract form with check or money order attached to : Officer of the Bursar, Indiana University South Bend, 1700 Mishawaka Avenue, PO Box 7111, South Bend, IN 46634-7111, USA.

OFFICE USE ONLY

Application/Contract Received _____ Deposit Received _____ Assignment _____

Indiana University South Bend 2009-2010 Housing Contract Terms and Conditions

This contract is between the person identified above ("You") and The Trustees of Indiana University on behalf of Indiana University South Bend Housing and Residential Life ("HRL").
Please read this contract carefully before You indicate Your agreement with its terms by way of Your signature.

A. ELIGIBILITY

- To be eligible for on-campus housing, You must be:
 - Enrolled at IU South Bend or in the Purdue Statewide Technology program or IVY Tech Community College as a full-time student or otherwise be determined to be eligible by the Director of Housing and Residential Life.
 - Up-to-date on all required immunizations.
 - Up-to-date on all fee payments to the University and HRL.
 - In good behavioral standing with the University and HRL (i.e. no record of probations, suspensions or contract terminations from on-campus housing).
- Failure to enroll, or loss of student status based on University academic or disciplinary suspension or expulsion will result in the loss of eligibility for on-campus housing.
- Upon notice of loss of eligibility, You agree to vacate the apartment within 3 calendar days. Your remaining financial obligations are set forth in Section G.
- Renewal of this contract for an additional term is not guaranteed even if all eligibility requirements are met.

B. SERVICES PROVIDED

- The University will provide You with a furnished apartment (the areas of the unit that You share with the other residents of the unit and Your sleeping area) and common areas in the building.
- You may remain in the apartment during the recess periods of Thanksgiving, semester break and Spring break with prior approval and registration with the HRL office. You may leave personal belonging in the apartment during recess breaks.
- No meal plans are provided as part of this contract, and there is no requirement that You purchase a meal plan as a condition of this contract. However, there will be on-campus food service available when school is in session.

C. DEPOSIT

- A \$200 prepayment deposit must be submitted with the housing application and contract in order to be processed. The prepayment deposit will be applied to the first semester's housing fee.
- Conditions under which all or part of the deposit may be refunded are set forth in Section G.

D. ASSIGNMENTS

- This contract, after being signed by You, becomes effective upon its receipt by HRL. You will be notified by letter of Your assignment to a particular apartment type, along with confirmation of the term of the contract and associated fees. Assignments will be based upon, in order:
 - priority status,
 - date of HRL's receipt of your application and contract, completed and signed by You, along with \$200 for the application fee and deposit,
 - indicated preferences.
- Assignments are made without regard to race, sexual orientation, religion, national origin or disability.
- You agree to comply with room change procedures established by the University and to have prior written approval before making a room change.
- If a vacancy occurs in Your apartment, You agree that HRL has the authority to assign another resident to that room or to reassign You. You and any other remaining resident(s) may seek out another roommate; however, prior to that person moving in, s/ he must meet all eligibility requirements, be approved by the Director of Housing and Residential Life, and sign a contract or, if applicable, a modification to an existing contract for on-campus housing.
- You shall not sublease or rent a room or permit another person to share a room or apartment assignment. An attempt to do so is considered a breach of contract and will result in expulsion from University housing.
- The University reserves the right to modify room assignments for disciplinary reasons, catastrophe, closing of facility or irresolvable roommate incompatibility.

E. HOUSING FEE PAYMENTS

- Housing fees shall be charged each semester through the Bursar's Office.
- You agree to pay each semester's housing fee by the due date established by the Bursar's Office or to have arranged a payment plan with the Bursar's Office prior to the first day of classes. Any late payments will be subject to a late payment fee for any past due balances.
- You agree that failure to make payment as prescribed does not relieve You of accumulated housing fees while in residence. You understand that non-payment will result in expulsion from on-campus housing and that You will not be allowed to register for classes until the amounts due are paid.

F. BEHAVIOR AND CONDUCT

- You agree to familiarize Yourself with and to comply with all rules and expectations for conduct in the IU Code of Student Rights, Responsibilities and Conduct (<http://www.dsa.indiana.edu/Code/>), rules and regulations established by HRL, including the Residential Living Handbook (<http://housing.iusb.edu/>) and IU responsible use policies for information technology systems (<http://informationpolicy.iu.edu/policies/university.shtml>).
- You are responsible for Your own actions and the actions of Your family members and guests while on University property. This contract may be terminated if You or Your family members and guests violate contract provisions, state law, federal law, University policies or HRL policies.
- Violations of these policies may result in administrative assignment changes, eviction proceedings, contract cancellation, and/or disciplinary action taken by IU South Bend.

G. CANCELLATION/CANCELLATION FEES

- HRL may cancel this contract if you fail to maintain eligibility requirements, fail to make timely payments, fail to comply with behavioral standards, fail to comply with the terms of this contract, are expelled from campus housing as a result of disciplinary action, or if you are suspended or expelled from IU South Bend.
- You may cancel this contract at any time by submitting a written request to HRL. Cancellation fees shall be charged as follows:

Before the contract start date:

- If your written request to cancel is received or postmarked before May 1 for an academic year contract or October 1 for a spring-only contract, a refund of \$50 of the prepayment deposit shall be issued.
- If your written request to cancel is received or postmarked after August 15 for an academic year contract or January 1 for a spring-only contract You will forfeit the \$200 prepayment deposit and will be assessed a \$300 late cancellation fee.
- If You do not receive an assignment before the beginning of the contract term due to unavailable space, You will receive a full refund of the prepayment deposit.

After the contract start date:

- After the start date of the contract, the "Cancellation Date" will be the date that you complete HRL's check-out procedure, or on the date that HRL becomes aware that you have vacated the apartment.
- If You do not check into the assigned space by 5:00 p.m. on the first day of classes, You will be considered a "no-show" and subject to contract cancellation. You will forfeit the prepayment deposit and will be assessed a \$500 contract cancellation fee.
 - If You voluntarily withdraw from IU South Bend within the first four weeks of the semester, You will pay housing charges as follows: First week: daily rate through the cancellation date; Second week: 25% of semester charge; Third week: 50% of semester charge; Fourth week: 75% of semester charge. After the Fourth week, You will be charged 100% of the remaining semester charge.
 - If, as a result of a disciplinary action, you are expelled from IU South Bend, You will be charged 100% of the remaining semester charge.
 - If as a result of a disciplinary action, you are expelled from on-campus housing, You will be charged 100% of the balance of the contract.
 - If You are an enrolled student and You cancel this contract for any reason not identified in Paragraph 7 of this Section, You will be charged 100% of the balance of the contract.
 - If You have an academic year contract and do not enroll at IU South Bend for the spring term, You will be assessed 100% of fall semester charges and a \$500 contract cancellation fee.
 - You may request a waiver of the cancellation fees that would otherwise be applicable in the following circumstances: mid-term graduation, academic dismissal, participation in an IU South Bend sponsored program such as an internship, overseas study, or the like. Your request must be made in writing to the Director of Housing and Residential Life and must be supported by documentation in order to be granted. If Your waiver request is approved, You will be charged only pro-rated daily charges through the Cancellation Date and no contract breakage fee. Requests for waivers are evaluated on a case-by-case basis.

H. DEFAULT AND REMEDIES

- You agree to vacate the apartment at the end of Your contract term or within three (3) calendar days of losing eligibility for housing. You agree to pay additional charges for rent accrued plus \$100 per day as liquidated damages for any period that You remain past the contract date or after losing eligibility for housing.
- You agree to pay for any damages or cleaning charges assessed at the time of move out.
- 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 failure of IU South Bend to exercise its options under this contract does not constitute a waiver or relieve You from Your remaining obligations and duties under this contract.

I. CONDITIONS OF OCCUPANCY

- You are responsible for keeping the apartment sanitary and safe. You agree to report any deteriorated conditions of the apartment to the HRL Office.
- You shall not move any furnishings out of the room, apartment or building. Furnishings may not be stored in the building or elsewhere.
- When You vacate the apartment, You agree to leave the apartment in a clean and orderly condition.
- IU South Bend reserves the right to enter Your apartment for law enforcement purposes, as well as custodial services, safety inspections, repair and maintenance, pest control and emergency situations. In general, in non-emergency situations, twenty-four (24) hour notice will be given prior to entry.
- The University agrees to provide reasonable amounts of heat, water, electricity and air-conditioning. Interruptions on a temporary basis for reasons of maintenance, repair or catastrophe will not be considered a breach of this contract and the University assumes no responsibility for damages incurred by a resident during such an interruption, including but not limited to food spoilage.

J. LIABILITY FOR PERSONAL PROPERTY

- 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.
- Personal property remaining in the apartment after the Resident vacates or abandons the apartment will be disposed of by HRL. You will be billed for any cost associated with such storage or disposal.

YOUR SIGNATURE ON APPLICATION AND CONTRACT FORM INDICATES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE IU SOUTH BEND 2009-2010 HOUSING CONTRACT.