



INDIANA UNIVERSITY  
SOUTH BEND

FOR OFFICE USE ONLY

App Received: \_\_\_\_\_ Payment Received: \_\_\_\_\_

**OFFICE OF HOUSING AND RESIDENCE LIFE  
HOUSING APPLICATION AND CONTRACT  
SUMMER 2021**

This Housing Application and Contract (“Contract”) is by and between The Trustees of Indiana University, on behalf of the South Bend campus (“IUSB” or “University”), the Office of Housing and Residence Life (OHRL), and you, the student (“Resident”). If you are under 18 years of age, this Contract will not be effective unless your parent or legal guardian also agrees to its terms by submitting a signed, printed copy of the Contract.

**HOUSING APPLICATION**

Assignments will not be made until a signed application and contract form and prepayment are received. Students applying to live on campus for Summer 2021 must be registered for at least 2 summer session classes. Housing is also available for students participating in university-sponsored activities including academic research, IUSB sponsored internships, clinical hours or the like or for those otherwise be determined to be eligible by the Director of OHRL. Summer 2021 Housing Assignments will be sent to IUSB email accounts the week before each session begins.

**NOTE: Summer 2021 Prepayment is \$100. You can request that the prepayment be waived by emailing [living@iusb.edu](mailto:living@iusb.edu)**

\_\_\_\_\_ Summer I (May 14-June 25)    \_\_\_\_\_ Summer II (July 2 – August 13)    \_\_\_\_\_ Complete Summer Session

**CONTACT INFORMATION:**

We request your permanent home mailing address in case we need to reach you through regular postal service. However, please note that most communication from IUSB campus and OHRL will come to you via your IUSB email account.

IUSB ID #: \_\_\_\_\_

Name: \_\_\_\_\_  
*Last First MI*

Preferred Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Number and Street Apt. PO Box, Etc.*

\_\_\_\_\_  
*City State/Province Post/Zip Code Country*

Cell Phone Number: \_\_\_\_\_ Permanent Number: \_\_\_\_\_

IU South Bend Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**DEMOGRAPHIC INFORMATION:**

Date of Birth: \_\_\_\_\_

Gender:     Male     Female     Non-Binary/Other \_\_\_\_\_\*

\* Housing and Residence Life will contact you to discuss available options.

Lived in IUSB Housing before?  Yes  No

Upcoming Class Standing:  Freshman  Sophomore  Junior  Senior  Graduate Student

University Status:  Current IU South Bend Student  Incoming IU South Bend Student  Transfer\*\*

International Student  Purdue Statewide Technology Student  IUSB Varsity Athlete (sport)

\*\* If you are a transfer student, have you been dismissed from housing at a previous institution?  Yes  No  
If yes, please attach a detailed explanation to this application/Contract.

### REQUESTS FOR ACCOMODATIONS:

In order to evaluate how IUSB can best meet a student's needs related to a request for housing assignment accommodations, the University requires specific diagnostic information from a licensed clinical professional or health care provider. This professional/health care provider should be familiar with the history and functional limitations of the student's physical or psychological condition(s). Documentation guidelines can be found here: <https://www.iusb.edu/disability-support/index.php>. Students requesting accommodations must contact the Office of Disability Support Services at [sbdss@iusb.edu](mailto:sbdss@iusb.edu) or (574) 520-4460. Individuals will have to provide documentation to the Office of Disability Support Services. The Office of Disability Support Services will then work with both the student and OHRL staff as it relates to the request for accommodation.

### ROOMMATE AND APARTMENT REQUEST AND MATCHING INFORMATION:

The following information will aid the OHRL staff in matching you with roommates and placing you in an apartment. Room and roommate assignments are made on a first-come, first-serve basis. All requests are honored based on space availability at the time the application is processed. Requests are considered, but are NOT guaranteed. **NOTE: Summer residents are all assigned into one or two buildings depending on space needs. This may mean that you will have to move into a different space for summer. Students continuing from Summer 2021 into Fall 2021 will move into their Fall 2021 space in early August. The Fall space may not be the same as the Summer space.**

Please rank order the four options (1-4) with "1" being your first choice.

\_\_\_\_\_ 2 person/2 bedroom/2 bathroom (*en-suite bathroom*) - \$951.37 per session or \$1902.75 for complete summer session

\_\_\_\_\_ 2 person/2 bedroom/2 bathroom - \$932.12 per session or \$1864.25 for complete summer session.

\_\_\_\_\_ 4 person/4 bedroom/2 bathroom - \$792.88 per session or \$1585.75 for complete summer session.

Roommate Preference(s)\*: Please provide full name and student ID number  I have no roommate preference

1. Roommate Name: \_\_\_\_\_ ID #: \_\_\_\_\_

2. Roommate Name: \_\_\_\_\_ ID #: \_\_\_\_\_

3. Roommate Name: \_\_\_\_\_ ID #: \_\_\_\_\_

**Note:** \* Roommate(s) preference must be mutual and must be indicated in writing on all forms.

## **HOUSING CONTRACT TERMS AND CONDITIONS**

The residence houses have several configurations of living quarters. All are apartment-styles with shared living, kitchen and bath facilities. Sleeping areas are all single bedrooms. For the purpose of this Contract, the term “apartment” shall refer to all common areas and the Resident’s sleeping area.

### **A. ELIGIBILITY**

**1. To be eligible for Summer 2021 on-campus housing, the Resident must be:**

- a. Enrolled in at least two classes at IUSB, participating in an IUSB sponsored program such as an internship, student teaching, clinical hours, or the like or for a reason otherwise be determined to be eligible by the Director of OHRL.
  - b. Up-to-date on all required immunizations.
  - c. Up-to-date on all fee payments to the University and OHRL.
  - d. In good behavioral standing with the University and OHRL.
2. Convicted sex offenders are not eligible to reside in University housing. If OHRL learns that a current or pending Resident is a convicted sex offender, this Contract will be cancelled.
3. 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. See Section I for Resident’s obligation to vacate upon loss of eligibility for housing.
4. Renewal of this Contract for an additional term is not guaranteed even if all eligibility requirements are met.

### **B. PERIOD OF CONTRACT AND FINANCIAL OBLIGATIONS**

1. This Contract becomes effective upon OHRL’s approval. The term of the Contract is for the IUSB academic year for which the Resident is applying for housing. The Contract begins the Friday before classes begin at IUSB for the summer semester and ends 24 hours after the last scheduled day of finals in the summer semester, subject to paragraph 3 below. Residents arriving early or staying later must be approved by OHRL and may be subject to a daily rate charged to his/her student account.
2. Except as provided in Section K, a Resident who vacates the apartment during the Contract period and who remains enrolled as a student at IUSB remains obligated to pay the balance of the Contract amount.
3. The University or OHRL reserves the ability to modify the date on which you: (1) can arrange for early arrival; (2) move-in to your assigned apartment, including after any intersession or winter break period if Residents are required to vacate during that time (collectively, “Move-In”); and/or (3) move-out of your assigned apartment, based on health or safety considerations, including, but not limited to, those related to COVID-19. In the event that Residents have the opportunity to select a time and date for Move-In, which dates and times will be set solely by IU, housing costs and fees will not be prorated or otherwise refunded based on the selected date of a Resident’s move-in, nor will housing costs and fees be prorated or otherwise refunded due to any modification pursuant to this paragraph, or due to any revision of the University’s academic calendar.

### **C. SERVICES PROVIDED**

1. OHRL will provide the Resident with a furnished apartment in the areas of the unit the Resident shares with other residents of the unit and in the personal sleeping area of the Resident.

2. No meal plans are provided as part of this Contract, and there is no requirement that the Resident purchase a meal plan as a condition of this Contract. However, there will be limited on-campus food service available when classes are in session.
3. The University agrees to provide a reasonable amount of heat, water, and electricity. 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. The University will restore the affected service as soon as reasonably possible.

## **PREPAYMENT**

4. A \$200 prepayment must be submitted with this Contract in order to be processed. The prepayment will be applied to the first semester's housing fee.
5. Conditions under which all or part of the prepayment may be refunded are set forth in Section L.

## **D. ASSIGNMENTS**

1. The Resident will be notified by email of the Resident's 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:
  - a. Priority status
  - b. Date of OHRL's receipt of your application and Contract completed and signed by the Resident, along with the application fee/prepayment, and indicated preferences.
2. If OHRL is unable to deliver possession of the apartment preliminarily assigned, Resident agrees to accept assignment to another apartment. An assignment change shall not constitute a breach of this Contract.
3. Room assignments are subject to change at any time. OHRL reserves the right to change Resident's assignment in appropriate circumstances, including, but not limited to, American 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. Reassignment pursuant to this paragraph is not a disciplinary action and does not constitute a termination or breach of this Contract.
4. Residents who wish to be apartment-mates are encouraged to submit their contracts together. Only mutual requests will be considered.
5. Assignments are made without regard to race, sexual orientation, religion, national origin, or disability.
6. Resident agrees to comply with room/apartment change procedures established by the University and to have prior written approval before making a room change.
7. If a vacancy occurs in the Resident's apartment, the Resident agrees that OHRL has the authority to assign another resident to that room or to reassign the Resident. The Resident and any other remaining resident(s) may seek out another apartment-mate; however, prior to that person moving in, s/he must meet all eligibility requirements, be approved by the Director of Housing and Residence Life, and sign a contract or, if applicable, a modification to an existing contract for on-campus housing.

## **E. CONDITIONS OF OCCUPANCY**

1. Residents are required to comply with health and safety laws, orders, ordinances, regulations, and health and safety guidance adopted by IU and OHRL as they relate to public health or safety crises, including specifically COVID-19. This guidance may change as the public health crisis evolves and may include, but is not limited to, complying with the COVID-19 Student Commitment Form and all COVID-19 testing requirements (including on-arrival and mitigation testing). Adherence to health and safety requirements applies to all Residents, staff, and visitors and extends to all aspects of residential life,

including bedrooms, bathrooms, kitchens, lounges, computer labs, courtyards, and other common spaces.

2. If you are required to self-quarantine or self-isolate, or if the University needs to de-densify the apartment or residence hall to which you are assigned, you agree to relocate to alternative housing (including housing that may be off-campus) identified by the University. Residents are required to comply with requests from OHRL to leave their assigned apartment due to COVID-19 or other public health emergency. Failure to do so may subject a Resident to emergency removal from their assigned apartment and/or cancellation of this Contract. Removal from OHRL housing, or temporary assignment to other OHRL or alternative housing, to isolate or quarantine does not constitute a termination of a Resident's Contract.
3. Your assigned apartment shall be occupied by only you and/or other assigned residents. A Resident may not sublease or rent a room assignment or permit another person to share a private room assignment. Any attempt to do so is considered a breach of this Contract and will result in expulsion from University housing. Occupancy for more than two (2) consecutive days, or more than three (3) nights total in any 30 day period, by any other person shall constitute a breach of this Contract unless prior written consent from OHRL is obtained.
4. The Resident is responsible for keeping the apartment sanitary and safe. The Resident agrees to report any deteriorated conditions or maintenance needs of his/her apartment or furnishings to OHRL. Resident agrees to pay for damages and missing furniture, whether such damages to the apartment are caused by Resident, Resident's visitors, or Resident's guests, due to any delay in reporting or otherwise.
5. When Resident vacates his/her apartment, Resident agrees to return the furniture to its original position; to leave the apartment in a clean, orderly condition, reasonable wear and tear expected; and to follow published check out procedures.
6. The Resident shall not move any OHRL furnishings out of the room, apartment, or building. Furnishings may not be stored anywhere else other than the apartment and common area.
7. Resident shall not modify, or allow the modification of, the assigned room/apartment or other parts of the building. Constructing structures such as lofting systems is not allowed.
8. Resident agrees to use public areas in a way that maintains the orderliness and cleanliness of all areas used by Residents and guests.

## **F. ROOM ENTRY**

1. IUSB reserves the right to enter the Resident's apartment and bedroom for law enforcement purposes, as well as for 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.

## **G. KEYS/UNIVERSITY ID CARDS**

1. The keys (apartment and mailbox)/university ID cards issued to each Resident are the responsibility of that student. All residence halls keys, including university ID cards, are the property of Indiana University and may not be loaned or duplicated by residents.
2. Lost keys should be reported to OHRL immediately. OHRL will determine the cost of keys and request a lock change as needed. Residents must return all keys upon checking out of the apartment; a fee will be charged to Resident's Bursar account if keys are not returned.

## **H. OBLIGATIONS TO VACATE THE APARTMENT, DEFAULT AND REMEDIES**

1. The Resident agrees to vacate housing at the end of the Resident's Contract term or within three (3) calendar days of losing eligibility for housing. In certain circumstances (including, but not limited to, the Resident and/or Resident's guest behavior posing a serious risk to any resident [including self], student,

staff, faculty member, or visitor) and at OHRL's discretion, the Resident may be directed to vacate immediately, and Resident agrees to do so. The Resident agrees to pay \$25 per day for any period that the Resident remains past the Contract date or after losing eligibility for housing, and the Resident may be subject to disciplinary action under the Code.

2. The Resident agrees to pay for any damages and/or cleaning charges assessed at the time of move out.
3. Resident agrees to pay all reasonable costs and expenses, including attorney's fees, court filing fees, collection agency fees, etc., incurred by IUSB in enforcing this Contract.
4. IUSB may, at its option, cancel this Contract or seek legal remedy without further notice to you if you abandon your apartment, fail to pay rent when due, or fail to rectify any default within ten (10) days after written notice of the default by IUSB.
5. The failure of IUSB to exercise its options under this Contract does not constitute a waiver or relieve Resident from Resident's remaining obligations and duties under this Contract.

## **I. HOUSING FEE PAYMENT**

1. Housing fees shall be charged each semester through the Bursar's Office. Any required prepayment shall be applied to the first semester of the Contract.
2. The Resident agrees to pay each semester's housing fee by the due date established by the Bursar's Office (available on the Bursar's Office website) 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.
3. The Resident agrees that failure to make payment as prescribed does not relieve the Resident of accumulated housing fees for the duration of this Contract.
4. The Resident understands that non-payment will result in Resident's loss of eligibility to remain in on-campus housing and, further, that he/she will not be allowed to register for classes until the amounts due are paid.
5. Resident agrees to pay a non-refundable programming and activity fee of \$12 each semester if given a room assignment.

## **J. CANCELLATION AND CANCELLATION FEES**

1. OHRL may cancel this Contract if the Resident fails to maintain eligibility requirements, fails to make timely payments, fails to comply with behavioral standards, fails to comply with the terms of this Contract, is expelled from campus housing as a result of disciplinary action, or if the Resident is suspended or expelled from IUSB.
2. **The University may choose not to refund any portion of the housing fees paid if the Resident is required to vacate or relocate pursuant to any emergency, national crisis, natural disaster, or other catastrophic event ("Exigent Circumstances"), and the University determines that the Resident received the substantial benefit of this agreement.** Exigent Circumstances include, but are not limited to, University decisions related to community health and safety, including those related to COVID-19 or other public health or safety emergencies. These determinations will be made by the University in its sole discretion.
3. The Resident may cancel this Contract at any time by submitting a written request to OHRL, and OHRL will charge cancellation fees as follows:
  - a. **Before the Contract start date**

- i. If Resident's written request to cancel is received or postmarked before May 1, a refund of \$50 of the prepayment will be issued.
  - ii. If the Resident does not receive an assignment before the beginning of the Contract term due to unavailable space, the Resident will receive a full refund of the prepayment.
- b. After the Contract start date**
- i. After the start date of the Contract, the "Cancellation Date" will be the date that the Resident completes OHRL's check-out procedure, or on the date that OHRL becomes aware that the Resident has vacated the apartment.
  - ii. If the Resident does not check into the assigned space by **5:00pm of the 2nd Friday of the semester**, the Resident will be considered a "no show" and subject to Contract cancellation and all associated cancellation fees.
  - iii. If the Resident voluntarily withdraws from IUSB within the first four weeks of the semester, the Resident 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, the Resident will be charged 100% of the balance of the Contract.
  - iv. If the Resident is an enrolled student and the Resident cancels his/her housing Contract for any reason not identified in Paragraph 5 of this Section, the Resident will be charged 100% of the balance of the Contract.
  - v. If the Resident does not enroll in IUSB for the spring term, the Resident will be charged 100% of fall semester charges and a \$500 cancellation fee.
4. Resident will not be charged a cancellation fee if Resident withdraws from IUSB for medical reasons or is called to active military duty and Resident's supporting documentation is approved. In the event you must medically withdraw from the University for reasons related to COVID-19 infection, OHRL agrees to waive any cancellation fee associated with terminating the Contract early, so long as IU's medical withdrawal process is completed and approved.
5. The Resident 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 IUSB sponsored program such as an internship, student teaching, study abroad, or the like. The request must be made in writing to the Director of OHRL and must be supported by documentation in order to be considered. If the Resident's waiver request is approved, the Resident will only be charged the pro-rated daily charges through the Cancellation Date and no Contract breakage fee. Requests for waivers are evaluated on a case-by-case basis.

**K. BEHAVIOR AND CONDUCT (Including COVID-related expectations)**

1. The Resident agrees to be familiar 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/>) (the "Code"), rules and regulations established by OHRL including the Policies Handbook, and the IU responsible use policies for information technology systems (<http://informationpolicy.iu.edu/policies/university.html>). The OHRL rules and regulations, including the Policies Handbook, have been updated to specifically include a section related to COVID-19 and are incorporated by reference into your Contract. The terms are designed to protect the health and safety of our students and minimize the potential spread of viruses within our community.
2. OHRL reserves the right to make temporary apartment reassignments, cancel Resident's housing Contract, and/or require Resident to leave university housing when Resident has 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. Any temporary reassignment will be made pending referral to the Office of Student Conduct for appropriate action, which could result in the Resident's return to his/her original assignment, permanent reassignment, or cancellation of Resident's housing Contract. Depending on the circumstances, the conduct underlying the University's decision to cancel this Contract may also be referred to the Office of Student Conduct or law enforcement for appropriate action.

3. Violation(s) of these Contract terms and conditions may result in apartment assignment changes, eviction or collections proceedings, Contract cancellation, and/or disciplinary action taken by IUSB. The Resident agrees to pay charges as provided in Section K if Resident is dismissed from IUSB for disciplinary reasons or if IUSB cancels this Contract based on a violation of the Contract's terms.
4. The Resident is responsible for his/her own actions and the actions of the Resident's family members and guests while on University property. This Contract may be terminated if the Resident or his/her family members or guests violate Contract provisions, state law, federal law, University policies, or OHRL policies.

**L. ASSUMPTION OF RISK AND RELEASE FROM LIABILITY**

1. The University does not assume responsibility for the loss of money or valuables belonging to the Resident or any third parties, for any loss to person(s), or for any loss of or damage to personal property. It is recommended that the Resident maintain adequate public liability insurance coverage and renter's insurance coverage for Resident's personal property.
2. Personal property remaining in the apartment after the Resident vacates or abandons the apartment will be considered abandoned property and disposed of by OHRL within 24 hours. The Resident will be billed for any cost associated with such disposal. The University does not provide storage for personal belongings.
3. **You understand that by residing in OHRL housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19. You agree to release and fully discharge the Trustees of Indiana University, its agents, and employees from any and all damages, liability, claims, expenses (including attorney's fees), or losses (collectively, "Claims") related in any way to your use of space within OHRL Housing, including those related to the potential or actual exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the University, its agents, and employees from any Claims related in any way to your breach of the terms and conditions of your Contract, or a breach by any third party, including, but not limited to other residents, of an applicable housing contract.**

**M. CONTRACT AGREEMENT**

I attest that the information contained herein is correct and I authorize IUSB to verify this information. I understand and agree that submission of this academic year Contract, signed by me and, if I am under 18, also by my parent or guardian, along with a \$200 prepayment, is a request to reside in on-campus housing at IUSB. I understand that the prepayment is a space reservation and a placement will not be made until the prepayment and this signed Contract have been received. I understand and agree that the \$200 prepayment is non-refundable and failure to be admitted to IUSB does not refund the prepayment, nor relieve me of the \$500 contract breakage clause if the terms of the Contract activate that clause.

I understand and agree that my signature on this Contract represents my acceptance of all of the terms and conditions in this Contract, including the IU Code of Student Rights, Responsibilities and Conduct, the COVID-19 Student Commitment Form, OHRL rules and regulations, and the IU Appropriate Use of Information Technology Resources policy (<http://policies.iu.edu/policies/categories/information-it/it-IT-01.shtml>).

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Signature of Parent or Legal Guardian if student in under 18 years of age

\_\_\_\_\_  
Date

*This application and contract form must be signed and submitted to the Office of Residence Life either by mail or email. Please email scanned documents to [Living@IUSB.edu](mailto:Living@IUSB.edu) or mail to The Office Of Housing and Residence Life, Community Building, 1735 Titan Drive, South Bend, IN 46617.*