



**BALL STATE
UNIVERSITY**

Housing and Residence Life

2027 - 2028 Residence Hall Contract

The terms and conditions in this document constitute the 2027-2028 Residence Hall Housing and Dining Contract (“Contract”) and apply to a student living in the Ball State University (“University”) on-campus residence halls. This Contract must be agreed to by the student (and the student’s parent/legal guardian if the student is a minor) before a student is allowed to live in the University’s residence halls.

The student (and parent/legal guardian as applicable) acknowledge that they have read, understand, and agree to the following:

1. **ELIGIBILITY:** To be eligible to enter into this Contract, a student must either be (1) a full-time registered student of the University or (2) deemed eligible by the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee. In order to be eligible for the summer contract terms, a student must (1) be registered in at least one summer class or (2) be deemed eligible by the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee. The student’s conduct may be considered when determining if permission is granted, but at all times, the University reserves the right to not grant such permission for any reason.
 - a. **Enrollment Requirements.** Undergraduate students whose course load falls below ten (10) credit hours or graduate students whose course load falls below nine (9) credit hours need the express written permission from the Associate Vice President for Student Affairs and Director of Housing and Residence Life or Designee to remain in a residence hall. At all times the University reserves the right to not grant such permission for any reason, including but not limited to the student’s conduct. Undergraduate students who fall below ten (10) credit hours or graduate students who fall below nine (9) credit hours and are found responsible for violating a residence hall policy may be subject to immediate termination of this Contract. During the summer, students must be enrolled in at least one class to be eligible for summer housing or need the express written permission from the Associate Vice President for Student Affairs and Director of Housing and Residence Life.
 - b. **Age Requirements.** The student must be at least 16 years of age by the first day of the contract period.
 - c. **Dining Plan.** A meal plan is required for all students living in University residence halls during the academic year. For more information on meal plans, see [Meal plan choices to suit you | University Dining | Ball State University \(bsu.edu\)](#).
2. **CONTRACT PERIODS:** There are three housing contract periods for assignments to University Residence Halls. A separate housing contract must be completed for each applicable period a student is residing on campus. The University reserves the right to make emergency changes to housing periods. Students will be notified of any changes through their university email account.
 - a. Academic Year (Fall and Spring – not including official University break periods as highlighted in the Academic Calendar)
 - i. Fall Semester*: August 15, 2027 – December 11, 2027
 - ii. Spring Semester: January 16, 2028 – May 6, 2028
 - b. Spring Semester Only (pending space available)
 - i. Spring Semester: January 16, 2028 – May 6, 2028
 - c. Summer Session**

- i. Summer Session 1: May 21, 2028 – June 23, 2028
- ii. Summer Session 2: June 25, 2028 – July 29, 2028

*Contract start date is based on the approved move-in appointment date/time.

**No dining plan is offered or required during the summer sessions.

3. **RATES AND PAYMENT:** Current housing and dining rates are available via the [housing rates](#) and [dining rates](#) webpages. Payment is to be made in accordance with the University's Office of Student Financial Services [Pay a Bill](#) webpage.

4. **INDEBTEDNESS:**

- a. Failure to satisfy the financial obligations accrued under this Contract may result, at the sole option of the University, the following:
 - i. Change in housing assignment;
 - ii. Denial of an opportunity to enter into future housing and dining contracts;
 - iii. Termination of housing or dining eligibility, ejection, eviction; or
 - iv. Other appropriate action as allowed by University policy.
- b. Failure to pay any amount due under this Contract shall entitle the University, at its option, to declare the entire balance of the obligation under this Contract to be immediately due and payable. There is no credit given for services withheld due to late or non-payment of fees. If there is a failure to perform any obligations under this Contract, the student is responsible for the University's costs of collection and litigation including, but not limited to, reasonable attorneys' fees and court costs.

5. **ASSIGNMENT POLICY AND ROOM CHANGES:** Consistent with the University's nondiscrimination policies, the University does not discriminate in room or hall assignments on the basis of a legally protected category. By accepting the terms and conditions of this Contract, the student is guaranteed a room assignment. Although a student may be given the opportunity to select their own housing assignment, at all times the University's Office of Housing and Residence Life reserves the right to assign the student to a living space or relocate or reassign the student to a different housing assignment for any reason, including the needs of the overall housing program. Room change requests may be accommodated at the sole discretion of the University's Office of Housing and Residence Life. The student is responsible for prorated additional room charges if (1) the student is moved to a higher rate accommodation at the request of the student, or (2) the student is reassigned to a different room prior to the start of the contract period, or (3) the student is reassigned as a result of a violation of the code of conduct. Students living in double or triple rooms without a roommate may be required to move to another room unless the room is contracted as a single room. The University's Office of Housing and Residence Life reserves the right to withhold the option to contract a double or triple room as a single room based on availability of space.

6. **TERMINATION OF CONTRACT:**

- a. **Mandatory Termination.** If a student loses eligibility to reside in University housing under this Contract, this Housing and Dining Contract shall terminate as of the date of the loss of eligibility without further action on the part of either party. The student will be notified in writing of the loss of eligibility and will be required to vacate their room within 72 hours of a mandatory termination.
- b. **Termination by the University.** The University may terminate this Contract:
 - i. in the event of an exigency making continued student housing and/or dining operation infeasible, including but not limited to, a Force Majeure event as described in Section 14 of this Contract;

- ii. if the student is found to have violated a rule or regulation of the University and the University has determined that this violation will result in removal from housing;
 - iii. if the student is added to or has been made known to be listed on a registered sex offender list, as registered sex offenders are ineligible to reside in University housing
 - iv. if the student has been trespassed from campus;
 - v. if the student is suspended or expelled from the University
 - vi. if the student fails to comply with any portion of this Contract, including but not limited to any required disclosure to the University, the University may terminate this Contract with reasonable notice no less than 24 hours; or
 - vii. if the University determines that the student is a danger to others or committing waste to the property, the University may terminate this Contract immediately or with reasonable notice under the circumstances. If the Contract is terminated, charges will continue to be assessed at the regular room and board rate through the student's checkout date, as set forth in Section 9.
- c. **Termination by the Student.** The student may request termination of this Contract by submitting a notice of cancellation to the University. In most cases, cancellation of the housing contract will also result in cancellation of the associated dining contract. Notice of cancellation must be submitted in writing, either electronically or in hard copy, to the Office of Housing and Residence Life. The preferred method for submitting a cancellation request is through the StarRez housing portal.
- a. **Students Subject to the Residency Requirement.** Students who have not fulfilled the University's Residency Requirement may terminate their housing contract only if they withdraw from the University, receive an approved exemption from the Residency Requirement, or otherwise meet a condition for cancellation authorized by the University.
 - i. **Prior to the Contract Start Date.** A student subject to the Residency Requirement may apply for a Residency Exemption at any time prior to the first day of the housing contract. If the Residency Exemption is approved prior to the Contract Start Date, the student may cancel the housing contract and will forfeit the housing deposit but will not be assessed additional housing contract cancellation charges.
 - 1. If the Residency Exemption is not approved, the student remains subject to the Residency Requirement and the housing contract remains in effect.
 - ii. **On or After the Contract Start Date.** A student subject to the Residency Requirement may request a Residency Exemption after the Contract Start Date. If the Residency Exemption is approved, the student may terminate the housing contract and will be responsible for any applicable cancellation fees and other charges established by the University for cancellation after the Contract Start Date.
 - 1. If the Residency Exemption is not approved, the student remains subject to the Residency Requirement and the housing contract remains in effect.
 - b. **Failure to Fulfill the Residency Requirement.** A student who has not fulfilled the Residency Requirement and who does not receive an approved Residency Exemption remains responsible for complying with the Residency Requirement and the terms of this Contract.
- d. **Effect of Termination.**

- i. If prior to June 1, 2027, the University receives the student's notice of cancellation of this Housing and Dining Contract or the Contract is terminated by the University, the residence hall deposit will be forfeited.
- ii. If on or after June 1, 2027, the University receives the student's notice of cancellation of this Housing and Dining Contract or the Contract is terminated by the University, the residence hall deposit will be forfeited, daily room charges will be calculated at the regular rate through the checkout date. Daily board charges equal to the daily cost of the dining plan, calculated at the regular rate through the checkout date will be assessed and, and the student will be assessed a liquidated damages charge as follows:
 1. If the Contract is cancelled between June 1, 2027 and the first day of the Contract, the student will be assessed \$1,000 in liquidated damages.
 2. If the Contract is cancelled between the beginning on the start date of the Contract through November 30, 2027, the student will be assessed 65% of the remaining room and board charges for the semester as liquidated damages.
 3. If the Contract is cancelled between December 1, 2027 and the end of the fall semester, the student will be responsible for the full charges remaining for the fall room and board balance, as well as 65% of the spring semester room and board charges being assessed as liquidated damages.
 4. If the Contract is cancelled at the conclusion of the fall semester for the spring semester, the student will be assessed 65% of the spring room and board charges as liquidated damages.
 5. If the Contract is cancelled between the beginning of the first day of housing for the spring semester and March 10, 2028, the student will be assessed 65% of the remaining spring semester room and board charges.
 6. If the Contract cancellation is submitted on or after March 10, 2028, the student will be responsible for the full room and board charges for the remainder of the spring semester.

Appeal of Liquidated Damages: A student may appeal the assessed liquidated damages. Please contact Housing and Residence Life in the North Dining Building or via phone at 765-285-8000, or email at housing@bsu.edu to receive the appeal packet. Appeals must be submitted to Housing and Residence Life in person or via email within 30 calendar days of the cancellation date for the housing and dining contract, the check-out date, or the date that the unit was abandoned by the student, whichever date is earlier.

- iii. If the student completely withdraws from the University, only the residence hall deposit will be forfeited plus daily room and board charges at the regular rate through the checkout date will be assessed.
 - iv. The charges described in this section may be waived by the University only if cancellation is the result of (1) full time student teaching or an academic internship; (2) withdrawal from the University in accordance with its currently-in-effect withdrawal policies; (3) academic separation; (4) graduation; (5) study abroad, or (6) other circumstances with the prior written approval of the Associate Vice President for Student Affairs and Director of Housing and Residence Life. Any such waiver granted will be documented in writing.
- e. **Vacating.** If the Contract is terminated pursuant to this Section 6, the student must check out through the Area Coordinator or Residential Learning Coordinator and vacate their room within 72 hours after such event or at such other time established by the Associate Vice

President for Student Affairs and Director of Housing and Residence Life or designee in writing. The student will be responsible for room and board charges until the student has checked out through the Residential Learning Coordinator and vacated their room.

- 7. LIABILITY & INSURANCE:** 7. LIABILITY & INSURANCE: The University does not assume responsibility for any loss to person(s) or personal property. By entering into this Contract, the student agrees that the University shall not be liable for any lost, stolen, or damaged property owned by the student. It is recommended that the student maintain adequate renter's insurance coverage for the student's personal property. However, the University does not, and will not, provide such insurance on their behalf.

The University does not promise, warrant or guarantee the student's safety and security, or that of the student's guests, or the student's personal property against the actions of other residents or third parties. Furthermore, University shall not be liable for any damage or injury to the student, the student's guests or the student's personal property or to any person entering the unit assigned to the student or the residence hall in which the student resides, for injury to person or property arising from theft, vandalism or casualty occurring in the unit assigned to the student or the on-campus residence hall in which the student resides.

The student agrees to indemnify and hold harmless the University, and its respective directors, trustees, agents and employees from and against all claims, actions, judgments, damages, liabilities, costs (including emergency medical care, ambulance costs, or hospital fees), demands, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the student's person or property or to any of the student's guests while the student resides in the residence halls or utilizes University Dining facilities, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by the student or student's guests in any event sponsored by the residence halls or dining services). All costs and fees arising from injury to the student, student's guests, or personal property are the responsibility of the student.

The student hereby releases and forever discharges and holds harmless the University and its respective directors, trustees, agents and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the on-campus residence halls or dining facilities.

- 8. DAMAGES AND COSTS:** The student agrees to pay for any damages, lost property or unnecessary service costs caused by the student to the University residence halls because of the conduct or acts of the student or the student's guests. This includes necessary lock changes incurred from not returning key(s) issued at check-in. The student will be billed for damage to the building and for damaged or missing furniture or equipment. The cost of damage or loss will be divided and assessed equally between or among the residents of the room, where two or more students occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the University after having given the students an opportunity to explain the damage or loss. Damages to common areas of the building for which no individual can be found responsible will be pro-rated among residents. Students may appeal any individual damage charges in writing to their Area Coordinator within ten (10) business days of receiving the notice of the charges. There is not an appeal process for common area damage that is billed to the entire floor or building.
- 9. CHECK-IN AND CHECK-OUT:** Upon moving into the assigned room, the student will have 48 hours to submit a work order to document any missing furniture, damage, or wear and tear in the

room. Any damage, missing furniture, or excessive wear and tear that was not reported through a work order upon 48 hours of check-in may be billed to the student. If checking out of the residence hall permanently, the student must notify housing personnel of this decision and complete a formal check-out. Failure to do so will result in the assessment of an improper check-out fee plus cost of changing or replacing room keys and locks and/or mailbox keys and locks. Failure to check out prior to the published date and time of the residence hall closing may result in an assessment of an improper check-out fee. Damage charges will be assessed within 45 days of check-out.

- 10. BREAK PERIODS:** The student's room may not be occupied during break periods unless the student is in a unit designated to remain open during break periods. "Break period" is defined as days labeled by the University as a break period in the current academic calendar or by notification by the University of a time period designated as a break period. Academic year contracts do not cover break periods. If the student is in a unit designated to remain open during break periods and wishes to stay during the break period, there will be an additional charge. If the student is not in a unit designated to remain open during a break period but needs to remain on campus during a break period, the student may be relocated to a temporary space for the duration of the break for an additional daily charge. These spaces are based on availability and are not guaranteed. Dining options may not be available for official contract break periods. For all other situations, the student must vacate their room at the end of each semester within 24 hours of their last exam or by the announced closing time for the residence halls, whichever is earlier. The only exception is for students involved in commencement, athletic competition, or other approved University-sponsored activities or events with specific approval from the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee.
- 11. GUESTS:** The student is responsible for the conduct of their guests. Guests must adhere to all [Housing and Residence Life Policies](#). Guests must be escorted by the host, defined as an occupant who has invited or permitted the guest onto or to remain on the property, at all times while in the residence hall.
- 12. SAFETY AND SECURITY:** For the safety and security of all campus community members, the student is required to comply with all University [Student Conduct Policies and Procedures](#) and [Housing and Residence Life Policies](#).
- 13. ASSUMPTION OF RISK:** The student understands and agrees that by residing in University housing and dining in University dining, the student is assuming the risks associated with communal living and dining, as in any shared living and dining environment, those risks include, but are not limited to, misconduct by other residents and potential exposure to contagious viruses. The student agrees to release and fully discharge the Trustees of Ball State University, its agents, and employees from any and all damages, liability, claims, expenses (including attorney's fees), or losses related in any way to the student's use of space within University housing and University dining, including those related to the misconduct of other residents and potential or actual exposure to contagious viruses, and to indemnify and hold harmless the University, its agents, and employees from any claims related in any way to the student's breach to the terms and conditions of this Contract, or any breach by any third party, including, but not limited to other residents, of an applicable housing and dining contract.
- 14. FORCE MAJEURE:** The University, in the event of unforeseeable circumstances beyond the control of the University, including but not limited to fire, flood, earthquake, inclement weather, natural disasters, acts of God, attempted or acts of terrorism, interrupted utility service, war, declarations of war, local, state, or federal declarations of emergency, pandemic, epidemic, or infectious disease, may take appropriate action to address the situation. If student housing and/or dining is closed due to such unforeseen circumstances, the University will determine appropriate actions, including but not limited to refunds, cancellation of housing and/or dining contracts, waiving cancellation fees, or in some cases, reassignment to other housing if available. Such decision rests solely in the discretion of the University. In such unforeseen circumstances, the University will be held harmless for any change or termination of this Contract arising from the unforeseen circumstances.

15. ROOM ENTRY: The University reserves the right to inspect any room for damages or to enter any room to make repairs upon reasonable notice. Student rooms may be entered without notice: (1) if there is a reasonable belief that the occupants are in immediate danger ; (2) if there is an emergency which requires immediate action; (3) if the noise level in the room is so high that staff members cannot get the attention of the occupant or when a device is going off repeatedly (alarm clock, radio, smoke detector, etc.); (4) if there is reasonable knowledge that an illegal activity or policy violation creating an imminent safety risk is being carried out in the room; or (5) as part of safety inspections at break periods, and (6) for any other permissible reason under the law or University policy.

16. DISCLOSURES:

- i. Prior to signing this Contract, an individual must disclose to the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee in writing of any conduct charges from a prior institution of higher education that resulted in the individual no longer being allowed to live in that institution's student housing and/or termination of the housing contract at that institution. Upon receiving such notice, the University may request the individual to sign a FERPA release that would allow the University to gather more information from the prior institution or the individual may be required to provide additional information for review. Failure to disclose this information, providing falsified information during the contract process, or failure to grant a FERPA release may result in this Contract being terminated. In addition, the University reserves the right to not allow an individual to live in student housing if the circumstances at the prior institution indicate that the individual may endanger the health and safety of the residential community or jeopardize the residential facilities or property, its members, or visitors.
- ii. Any individual convicted of, or who has charges pending on, acts seriously endangering the life, safety or welfare of other persons including, but not limited to any crime of violence, prostitution, sale or possession of narcotics or other illegal drugs, rape, sexual molestation or criminal deviate conduct must provide a written summary of the conviction or pending charges to the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee prior to signing this document or residing in the room. Any individual required to register in any State or other jurisdiction as a sex offender must disclose such requirement to register as well as provide a written summary of the incident(s) resulting in the requirement to register to the Associate Vice President for Student Affairs and Director of Housing and Residence Life or designee prior to signing this document or residing in the room. Both of the disclosure requirements described in this subsection remain in effect throughout the term of this Contract, and individuals are required to promptly disclose any such convictions or registry requirements that occur subsequent to the execution of this Contract. The University reserves the right to deny housing to individuals deemed to be a danger to others, including if the individual is an offender against children, a registered sex offender, or if the housing would place the individual in violation of Indiana Code 35-42-4-11. The University reserves the right to terminate the housing contract of any individual who fails to disclose or falsifies any required information pursuant to this Contract.

17. ABANDONMENT: The University may determine, in its sole discretion, that the student has abandoned the room if: (1) student appears to have moved out; (2) the Contract term has expired; or (3) student has not been in the room for five (5) consecutive days while any amount owed under this Contract is due and unpaid. If the University reasonably determines that the room has been abandoned, the University may at its discretion pack the student's belongings and put the student's personal property into storage, at student's expense. If the student has not retrieved their personal belongings within 14 calendar days after the room is determined to be abandoned by the University, the University may consider the personal property abandoned and dispose of part or all of the abandoned personal property or donate the abandoned personal property. Students are encouraged to contact the University as soon as possible if they move out and wish to retrieve any personal belongings.

- 18. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, the University must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Occupants must also receive a federally approved pamphlet on lead poisoning prevention. This information will be provided at the time of housing assignment where required.
- 19. EXCEPTIONS:** Exceptions to any part of this Agreement must be approved by the Associate Vice President for Student Affairs and Director of Housing and Residence Life and/or the Director of University Dining or designee in writing.
- 20. NO WAIVER:** If the University delays or fails to enforce any term of this Contract, this delay or failure shall not be deemed a waiver of that term.
- 21. NO ASSIGNMENT/SUBLETTING:** This Contract is personal and may not be assigned by the student to any other person. The student may not sublet any part of the premises, and no other person may occupy any portion of the premises except as otherwise provided in this Contract.
- 22. SEVERABILITY:** Should any term of this Contract be found invalid or unenforceable, then to the extent that such term is invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Contract.
- 23. GOVERNING LAW AND JURISDICTION:** This Contract shall be construed and interpreted in accordance with the laws of the State of Indiana. Any and all actions brought in connection with or arising out of this Contract shall be brought only in a court of competent jurisdiction in Delaware County, Indiana, or in the United States District Court for the Southern District of Indiana.
- 24. ENTIRE AGREEMENT:** This Contract constitutes the complete agreement of the parties as it relates to the student's housing at the University, and no changes may be made without the prior written permission of the Associate Vice President for Student Affairs and Director of Housing and Residence Life.