



**BALL STATE  
UNIVERSITY**

Housing and Residence Life

## Academic Year Contract

**1. ELIGIBILITY:** You must be a full-time registered student of the University or be determined to be otherwise eligible by the Director of Housing and Residence Life or designee to be provided with University housing and dining services. Undergraduate students whose course load falls below 10 credit hours or Graduate students whose course load falls below 9 credit hours need the express written permission from the Residential Learning Coordinator to remain in a residence hall. The student's conduct may be considered when determining if permission is granted, but at all time the University reserves the right to not grant such permission for any reason. Undergraduate students who fall below 10 credit hours or Graduate students who fall below 9 credit hours and are found responsible for violating a residence hall policy may be subject to immediate termination of their Housing and Dining contract.

**2. CONTRACT TERM:** This contract is for the full academic year and cannot be terminated or canceled except under the conditions cited in the TERMINATION OF CONTRACT section below. If entered into after the beginning of the academic year, this Contract applies only to the remainder of the academic year. An academic year does not include the summer.

**3. RATES AND PAYMENT:** The Housing and Dining Services rates are available at [www.bsu.edu/housing/rates](http://www.bsu.edu/housing/rates). Payment is to be made in accordance with the Student Financial Services Payment Schedule found on the Student Financial Services website: <https://www.bsu.edu/about/administrativeoffices/student-financial-services/pay-a-bill>.

**4. INDEBTEDNESS:** Failure to satisfy the financial obligations accrued under this Contract in accordance with the Housing and Dining Services Rate Sheet Payment Schedule may result, at the sole option of the University, in a change in assigned meal plan to the lowest available plan; change in housing assignment; denial of future registration; or eviction. Your failure to pay any amount due under this Contract shall entitle the University at its option, to declare the entire balance of your 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 you fail to perform any of your obligations under this Contract, you agree to pay the University's costs of collection in connection therewith 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 protected class. Your contract guarantees you a room assignment. Housing and Residence Life reserves the right to permit the student to select their own housing assignment, for Housing and Residence Life to assign you to a space, and/or to relocate or reassign you to a new housing assignment based on the needs of the housing program. Room change requests

may be accommodated at the discretion of Housing and Residence Life. You will be responsible for prorated additional room charges if you move to a higher rate accommodation. The University reserves the right to make whatever reassignment or adjustment in housing accommodations as are deemed necessary by the staff. Students living in double or triple rooms without a roommate may be required to move to another room unless the room is purchased as a single room. Housing and Residence Life reserves the right to withhold this option based on availability of space.

**6. TERMINATION OF CONTRACT:** A. Mandatory Termination. If you lose eligibility as defined in Paragraph 1, ELIGIBILITY, this Contract shall terminate as of the date of the loss of eligibility without further action on the part of either party. B. Termination by the University. The University may terminate this Contract: (1) in the event of an exigency which would make continued operation of student housing not feasible; (2) if, after a hearing and opportunity for appeal, you are found to have violated a rule or regulation of the University; (3) if you fail 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 notice that is reasonable under the circumstances; or (4) if, pursuant to Paragraph 18 of this Contract, the University determines that you are a danger to others, the University may terminate this Contract with notice that is reasonable 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 Paragraph 13.

**7. CANCELLATION CHARGES:** A. If prior to June 1, 2024, the University receives your notice of cancellation or the Contract is terminated by the University for reasons described in Paragraph 6B(2), 6B(3), or 6B(4), the residence hall deposit will be forfeited. B. (1) Members of Standard Plan: If on or after June 1, 2024, the University receives your notice of cancellation or the Contract is terminated by the University for reasons described in either Paragraph 6B(2), 6B(3), or 6B(4), the residence hall deposit will be forfeited, daily room and board charges calculated at the regular rate through your checkout date will be assessed, plus you will be assessed 65% of the remaining room and board charges for the term of the Contract or \$2,500, whichever is less, provided you remain enrolled at the University. If you withdraw from the University, only the residence hall deposit will be forfeited plus daily room and board charges at the regular rate through your checkout date will be assessed. (2) Members of Premium Plan: If you cancel the second year of the Contract before the beginning of the second academic year, the residence hall deposit will be forfeited plus \$2,500, provided you remain enrolled at the University. If you withdraw from the University, only the residence hall deposit will be forfeited. If you cancel the second year of the Contract after the beginning of the second academic year, the residence hall deposit will be forfeited, daily room and board charges calculated at the regular rate through your checkout date will be assessed, plus you will be assessed 65% of the remaining room and board charges for the term of the Contract or \$2,500, whichever is less, provided you remain enrolled at the University. If you withdraw from the University, only the residence hall deposit will be forfeited plus daily room and board charges at the regular rate through your checkout date will be assessed. C. The University will waive the foregoing provision for members of the Standard and Premium Plans 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 disqualification; (4) graduation; 5) study abroad, or (6)

such other circumstances with the prior written approval of the Director of Housing and Residence Life and Student Financial Services.

**8. CONTRACT ASSIGNMENT:** This contract is personal and may not be assigned by you to any other person. You may not sublet any part of the premises and no other person may occupy any portion of the premises except as provided in Paragraph 15.

**9. LIABILITY:** The University shall not be liable for any property owned by you which may be lost, stolen or damaged.

**10. DAMAGES AND COSTS:** You agree to pay for any damages, lost property or unnecessary service costs caused by you to the University residence halls because of your conduct or acts, or those of your guests. You will be billed for damage to the building and for damaged or missing furniture or equipment. 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, the cost of damage or loss will be divided and assessed equally between or among the residents of the room. Damages to common areas of the building for which no individual can be found responsible will be pro-rated among residents.

**11. BREAK PERIODS:** You may not occupy your room during break periods unless you are in a unit designated to remain open during break periods. Academic year contracts do not cover break periods. If you are in a unit designated to remain open during break periods and wish to stay, there will be an additional charge. If you are not in a unit designated to remain open during break period, but need to remain on campus during a break period, you 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. For all other situations, you must vacate your room at the end of each semester within 24 hours of your last exam or the announced closing time for the residence halls, whichever is earlier. The only exception is for students involved in commencement, campus employment, athletic competition, or other approved university-sponsored activities or events.

**12. DINING SERVICES:** A. Meal Card. Your Ball State I.D. Card is also your Meal Card. This card entitles you to the meal and meal equivalency of your particular meal plan upon presentation and verification of the card in an electronic reader. This card is not transferable. If your I.D. card becomes worn, mutilated, or otherwise will not read or provide verification through the electronic reader, you are required to replace the ID card. A charge will be made for lost cards. B. Special Diets. We attempt to work with students with medically verified dietary needs; however, contract fees do not cover special food purchases or preparations. Nutrition counseling is available. To apply for dietary assistance, call the Wellness Nutritionist, Ball State Dining, (765) 285-2116.

**13. CHECK-IN AND CHECK-OUT:** Upon moving into your room you 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 you in accordance to Paragraph 10. If you are

checking out of the residence hall permanently, you must notify housing personnel of your decision to leave the residence halls with a formal check-out. Failure to do so will result in the assessment of a \$25 improper check-out fee plus cost of a room key recore. Failure to check out prior to the published date/time of the residence hall closing may result in an assessment of a \$25 improper check-out fee.

**14. VACATING:** If you lose eligibility as described in Paragraph 1, or if this Contract is terminated for reasons described in either Paragraph 6B(2), 6B(3) or 6B(4), you must check out through the Residential Learning Coordinator and vacate your room within 48 hours after such event or at such time as is deemed necessary by the Director of Housing and Residence Life or designee. You will be liable for room and board charges until you check out through the Residential Learning Coordinator and vacate your room.

**15. GUESTS:** You are responsible for the conduct of your guests. Guests may be housed overnight in accordance with Residence Hall policy. Guests must be escorted by the host at all times while in the building.

**16. SAFETY AND SECURITY:** For the safety and security of all students, you are required to comply with the safety and security procedures in University residence halls and may not tamper with locked doors or admit unauthorized people into buildings. Persons placing false fire alarms, interfering with a fire alarm system, interfering with firefighters responding to an emergency situation, tampering with or removing fire-fighting equipment, are subject to prosecution under Indiana law and/or disciplinary action by the University (including termination of this contract).

**17. ROOM ENTRY:** The University reserves the right to inspect your room for damages or to enter your room to make repairs. The University also reserves the right to enter your room without a search warrant for any reasonable purpose, including to ensure compliance with state and federal law and University policies.

**18. DISCLOSURE:** Any individual convicted of acts or who has charges pending on acts which would seriously endanger 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 deviation must provide a written summary of the conviction or pending charges to the Director of Housing and Residence Life or designee prior to signing this document. 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 Director of Housing and Residence Life or designee prior to signing this document. Both of the above described disclosure requirements remain in effect throughout the term of this Contract, and individuals are required to disclose any such convictions or registry requirements that occur subsequent to the execution of this contract. The University reserves the right to deny space to individuals deemed to be a danger to others. The University also reserves the right to terminate the contract of any individual who fails to disclose any required information, pursuant to Paragraph 6 of this Contract.

**19. INCORPORATION:** For members of the Premium Plan only, the terms of the Premium Plan Membership Agreement are incorporated into this Contract.

**20. ENTIRE AGREEMENT:** This Contract constitutes the complete agreement of the parties and no changes may be made without the prior written permission of the Director of Housing and Residence Life and Student Financial Services.