



**BALL STATE
UNIVERSITY**

Housing and Residence Life

Academic Year Contract

1. **ELIGIBILITY:** You must be a registered student of the University or be determined to be otherwise eligible by the Director of Housing and Residence Life to be provided with University housing and dining services.
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 section of this Contract. If entered into after the beginning of the academic year, this Contract applies only to the remainder of the academic year. If you are a member of the Premium Plan, this contract is for two (2) academic years. 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. Payment will be made in accordance with that schedule.
4. **INDEBTEDNESS:** Failure to satisfy the financial obligations accrued under this Contract in accordance with the attached Housing and Dining Services Rate Sheet and Payment Schedule may result, at the sole option of the University, in the denial of further meals; denial of transcript; denial of future registration; or eviction pursuant to University rules and regulations. 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:** The University does not discriminate in room or hall assignments on the basis of race, color, religion, national origin, physical or mental disability, sexual orientation, age, status as a Vietnam Era veteran, or status as a non-citizen. Assignment to your room will be made by your Residence Hall Director and a move to another room will be made only with approval by such Director. 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 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, if offered.
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 act 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, 2023, 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, 2023, 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 on or after June 1, 2023, 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) for all or part of the first year and all of the second 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, plus \$2,500, 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. 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 on the recommendation of the University Health Center; (3) academic disqualification; (4) graduation; or (5) such other circumstances with the prior 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. 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. **VACATION PERIODS:** You may not occupy your room during vacation periods unless you are in a unit designated to remain open during vacation periods. Academic year contracts do not cover vacation/break periods. If you are in a unit designated to remain open during vacation/break periods and wish to stay there will be an additional charge. If you are not in a unit designated to remain open during vacation periods 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 or campus employment.
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 MUST REPLACE THE 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 complete, sign and turn in a room inventory sheet which will be an accurate and complete record of the contents and condition of the assigned room. This inventory will serve as the basis for the assessment of damages, if any, upon vacating the room. You must notify housing personnel of your decision to leave the residence halls and you must fill out, sign and turn in a completed room inventory sheet. Failure to do so will result in the assessment of a \$25.00 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 Residence Hall Director and vacate your room within 48 hours after such event or at such time as is deemed necessary by the Associate Director of Housing and Residence Life or his or her designee. You will be liable for room and board charges until you check out through the Residence Hall Director 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.

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 firemen, 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.
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 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 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 permission of the Director of Housing and Residence Life and Student Financial Services.