

The following CONDITIONS OF OCCUPANCY of the Ball State University Apartments are a part of the contract signed by each person desiring use of an apartment. Exceptions to any part of these CONDITIONS OF OCCUPANCY must be approved by the Assistant Director of Housing and Residence Life.

A. DEFINITIONS:

1. UNIVERSITY shall refer to Ball State University and its authorized agents.
2. OCCUPANT shall refer to the BONA FIDE STUDENT, FACULTY, or PROFESSIONAL EMPLOYEE signing the apartment contract CONDITIONS OF OCCUPANCY.
3. CONDITIONS OF OCCUPANCY shall refer to the provisions and conditions of the contract.
4. BONA FIDE STUDENT shall mean any undergraduate student enrolled for at least 6 credit hours per term or any graduate student enrolled for at least 3 credit hours per term. Any variance to this must be approved by the Assistant Director of Housing and Residence Life.
5. FACULTY or PROFESSIONAL shall refer to any employee of the UNIVERSITY.
6. FAMILY shall refer to spouse and dependent children of the OCCUPANT, and may include individuals with an established financial-interdependence as outlined in the University Apartment Resident Handbook.

B. ELIGIBILITY FOR APARTMENT HOUSING:

Occupancy is limited to BONA FIDE STUDENTS, FACULTY, or PROFESSIONAL EMPLOYEES of Ball State University who meet the requirements for residency as stated in the University Apartment Resident Handbook, and the FAMILY of the OCCUPANT. Proof of eligibility will be required.

C. RENTAL AND SECURITY CHARGES, REFUND, PENALTIES:

1. All rent shall be payable in advance of the Bursar due date shown on the monthly statement of account, including the month the OCCUPANT moves out. Partial months shall be calculated at a prorated daily rate for rent when moving in and for reimbursement when moving out. Rent for the next full month is also due when moving in after the due date for the next month's rent. A \$25.00 penalty will be billed to the OCCUPANT if the full month's rent are not received by the first day of the month.
2. Any remaining OCCUPANT will be billed the Total Rent Charge effective 14 days after a roommate's vacate date.

D. UNIVERSITY REPRESENTATIONS AND WAIVERS:

1. The UNIVERSITY makes no promises or representations with respect to the dwellings and facilities other than those mentioned here. The failure of the UNIVERSITY to enforce any of these conditions shall not be considered as a waiver of the same.
2. The UNIVERSITY will make every reasonable effort to obtain utility services. The UNIVERSITY shall not be held responsible for any temporary utility failure nor shall such utility failure be construed as a violation of this contract. The UNIVERSITY shall furnish and pay for all sewage disposal assessments, electricity, water, natural gas for apartment heating and cooking, Internet and cable.
3. Authorized personnel of the UNIVERSITY are permitted to enter the premises in a reasonable manner, with notice to the OCCUPANT, during normal work hours for maintenance, repair, or inspections, and to enter without notice when an emergency or necessity presents danger to persons or property. Authorized personnel of the UNIVERSITY shall make repairs required to university premises, fixtures, or property upon request of the OCCUPANT, or for preventive maintenance procedures and inspections. The cost of all repairs caused by the neglect or willful act of the OCCUPANT, FAMILY, or persons permitted to enter the premises, shall be charged to the OCCUPANT.
4. The UNIVERSITY will provide service for upkeep of the grounds, pick-up from the trash collection stations, and janitorial services for the laundry units.
5. The OCCUPANT or FAMILY is required to obtain a rental insurance policy and produce a valid certificate insuring for the term of their term of residency. The UNIVERSITY does not carry insurance on any personal belongings for the OCCUPANT or FAMILY, and the UNIVERSITY shall not be responsible for loss, damage, or injury to the OCCUPANT, FAMILY or their belongings.
6. If type of apartment specified in this contract is unavailable on date selected due to circumstances beyond the UNIVERSITY'S control, the UNIVERSITY reserves the right to reassign the OCCUPANT to another apartment at the same rental rate.
7. A transfer period may be offered to returning residents. A transfer fee of \$200 will be assessed. If a transfer increases our occupancy, no fee will be assessed.
8. The UNIVERSITY is not responsible for disputes between or assigning of roommates.
9. The UNIVERSITY reserves the right to make other rules and regulations as it may from time to time consider necessary or proper for the safety, care, cleanliness, and efficient operation of the apartments, and the comfort, safety, and convenience of OCCUPANTS and FAMILIES. Such rules and regulations shall take effect when communicated to the OCCUPANTS.
10. **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 was provided during the application process.
11. The UNIVERSITY reserves the right to reassign OCCUPANT to an alternate unit with 30 days' notice if the UNIVERSITY elects to reassign a special needs space to an OCCUPANT with special needs or closes part of the apartment complex.

E. OCCUPANT'S RESPONSIBILITIES:

1. OCCUPANTS are responsible for reviewing and complying with all information stated in the University Apartment Resident Handbook which can be accessed online via the University Apartments website at: www.bsu.edu/apartments.

F. TERMINATION OF CONTRACT:**CONDITIONS FOR REFUND OF DEPOSIT**

1. The contract terminates at the end of the lease period or when OCCUPANT loses eligibility. An OCCUPANT who has not signed and returned a contract for a succeeding lease period will be expected to vacate the apartment at the end of the current lease period. An OCCUPANT fulfilling the current lease period and vacating at the end of the lease does not need to file a Notice of Intent to Vacate.
2. The deposit paid by the OCCUPANT shall be credited to the OCCUPANT'S Bursar account upon termination of this contract provided that:
 - (a) **the OCCUPANT completes the terms of this contract (refer to the "Lease Period" on the contract form), and**
 - (b) **the apartment and equipment have been left in a satisfactory clean and undamaged condition.**
 - (c) **An OCCUPANT may move out April 15 to the end of the most current contract by giving 45 days Notice of Intent to Vacate and may receive a refund of the deposit AND a credit to OCCUPANT's account for excess rent charged in advance.**
3. If an OCCUPANT files the proper Notice of Intent to Vacate form, the UNIVERSITY will refund the deposit when contract termination is the result of withdrawal from the UNIVERSITY on recommendation of the University Health Center, academic disqualification (if vacates within 30 days of disqualification date), or other circumstances with prior approval of the Director of Housing/Residence Life or designee.

CONDITIONS FOR FORFEITURE OF DEPOSIT

4. The deposit will be forfeited if an OCCUPANT vacates prior to the term of this contract, except under the conditions stated in #2 and #3 above.
 5. An OCCUPANT who becomes ineligible or withdraws from the university must vacate the apartment within 30 days of the withdrawal date and may not finish the lease period, forfeiting the deposit. The OCCUPANT will be responsible for rent until the end of the semester and additional arrears will be assessed.
 6. An OCCUPANT who transfers to a University residence hall will forfeit the deposit.
 7. Where a deposit is forfeited, damage and cleaning charges will be assessed.
 8. An OCCUPANT who vacates an apartment without filing a Notice of Intent to Vacate form will, in addition to the forfeiture of the deposit, continue to be responsible for rent until the end of the semester.
- OTHER INFORMATION**
10. Contracts that are cancelled less than 30 days before the contract start date will be held responsible for rent charges for the duration of one full academic semester and will forfeit the deposit. Contracts that are cancelled more than 30 days prior to the contract start date will not be held responsible for rent and will forfeit the deposit.
 11. If the OCCUPANT is indebted to the UNIVERSITY, the deposit and any unused rental payments, if refunded, may be applied to those charges.
 12. The OCCUPANT must remove all property from the apartment area on the specified vacate date. If the OCCUPANT leaves personal property under circumstances which reasonably show abandonment, the UNIVERSITY may remove said property and store it so that it is available to the OCCUPANT for two weeks from the date the OCCUPANT is notified. After two weeks, the UNIVERSITY may dispose of the property and/or may charge a daily storage charge.
 13. If the OCCUPANT fails to vacate the apartment at the end of the lease period or upon the date indicated in the Notice of Intent to Vacate, the UNIVERSITY may charge applicable apartment rent and a fee of \$25 per day until the move-out date, and forfeit the deposit.
 14. The UNIVERSITY reserves the right to pre-inspect apartments on an as-need basis.
 15. The UNIVERSITY may give an OCCUPANT 10 days' notice to vacate or may choose not to offer a contract renewal:
 - (a) **if the OCCUPANT enters false information on the Rental Application.**
 - (b) **if the OCCUPANT fails to pay rent or other charges when due;**
 - (c) **if the OCCUPANT has a pattern of history of delinquent rent payment;**
 - (d) **if the OCCUPANT or FAMILY violates the law, engages in disorderly conduct, or violates any of the CONDITIONS OF OCCUPANCY or policies in the handbook;**
 - (e) **if the OCCUPANT ceases to be eligible for an apartment;**
 - (f) **if the OCCUPANT or FAMILY MEMBER(S) of OCCUPANT endangers other OCCUPANTS or FAMILY MEMBERS;**
 - (g) **if the UNIVERSITY deems any part of building as uninhabitable or closes all or part of the apartment area. Alternative apartments will be provided if space is available.**

16. In the event the OCCUPANT fails to perform any of his/her obligations under this CONTRACT, the OCCUPANT agrees to pay the UNIVERSITY'S cost of collection, including, but not limited to, reasonable attorneys' fee and court costs.