

# IOWA STATE UNIVERSITY

## Department of Residence

### 2006-2007 HOUSING CONTRACT TERMS AND CONDITIONS for RESIDENCE HALLS Union Drive, Richardson Court, Buchanan Hall and Wallace Hall

#### I. INTRODUCTION

This document establishes the Department of Residence ("DOR") Housing Contract ("contract") Terms and Conditions ("terms") for housing and dining service in the residence halls located in the Union Drive and Richardson Court neighborhoods and Buchanan Hall.

This contract is a binding agreement between Iowa State University ("ISU") and the contract signatory ("resident"). Along with the terms, all policies and regulations outlined in the Residence Halls Policy Handbook, the University Policy Manual and on the DOR and Dining Web sites are hereby incorporated into this contract and are binding on all parties. It is the resident's responsibility to become familiar with all provisions of this contract.

No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied, unless made in writing by the Director of Residence.

This contract is for the entire period indicated on the contract, either 9 months or 12 months. Actual check-in and check-out dates for specific residents are based upon assignment, classification, room plan (section IV.B.) and participation in Destination Iowa State.

##### A. 9 Month Contract

The nine-month contract provides access to the assigned space during the regular academic year, commencing at the beginning of the fall semester and terminating at the end of the spring semester.

##### B. 12 Month Contract

The 12-month contract provides access to the assigned space during the regular academic year and through the summer (relocation may be necessary). 12-month contracts commence at the beginning of the fall semester and terminate at the end of the summer term.

This contract is for an assigned space and not for a specific hall, house or room number.

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#### II. ELIGIBILITY

In order to be eligible to live in on-campus housing, individuals must be in good financial standing with ISU and must meet one of the following criteria:

- The individual must be enrolled as a student at ISU
- The individual must be registered and enrolled in the Admissions Partnership Program, offered through ISU and Des Moines Area Community College.

Persons who are required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A, are not eligible to live in University housing.

##### A. Union Drive and Richardson Court Requirements

This area of campus is available to any eligible resident who will be 19 years of age or younger as of August 1 of the contract period.

##### B. Buchanan Hall Requirements

1. Undergraduate Area - This section of Buchanan Hall is available to any eligible resident who is enrolled in their second year or higher at ISU, who is transferring to ISU after a year spent at another institution of higher education, or who will be 19 years of age or older as of August 1 of the contract period. Exceptions to these requirements are made for eligible residents who are members of the Entrepreneurship and Innovation Learning Community (EILC), located in Buchanan Hall.
2. Graduate Area - This section of Buchanan Hall is available to any eligible resident registered as a graduate student at ISU or to any undergraduate student who will be 21 years of age or older as of August 1 of the contract period.

##### C. Wallace Hall

Wallace Hall is available to any eligible resident who is enrolled in their second year or higher at ISU, who is transferring to ISU after a year spent at another institution of higher education, or who will be 19 years of age or older as of August 1 of the contract period. Thi

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#### III. PAYMENTS AND RATES

##### A. Prepayments

1. Continuing Residents – In April, the university accounts of continuing residents (defined as residents maintaining unbroken residency [summer excluded] in university owned housing), will be assessed a \$125 prepayment. Payment is due by June 20<sup>th</sup>. This prepayment is applied in January to spring room fees. **Cancellation of the contract after March 3 will result in loss of the prepayment.**

2. **New Residents** - For new residents beginning fall 2006 or spring 2007, the acceptance fee paid upon acceptance of admission includes a \$125 housing prepayment and a one-time \$10 non-refundable processing fee. The \$125 prepayment will be applied to spring room fees. Residents who have not paid this fee will be billed through their university accounts. **Cancellation of the contract after May 1 for a contract that begins the fall semester will result in loss of the prepayment. For contracts that begin the spring semester, cancellation of the contract after November 1 will result in loss of the prepayment.**

#### **B. Payment of Room and Board Fees**

1. All residents are assessed fees for housing and dining through their University Bill. All university fees are payable according to the university fee payment schedule. A variety of payment plans are available. For information on payment plan options, contact the Accounts Receivable Office at [ubill@iastate.edu](mailto:ubill@iastate.edu) or (515) 294-7388. Failure by the resident to pay fees does not constitute cancellation of this contract.
2. This contract is for a space within the residence halls and not for a specific hall, house or room number. Residents will be assessed fees according to their contract term, their specific assignment and the meal plan they selected.
3. Contracts initiated after opening day in the halls are prorated (including Dining Dollar\$ for Premium Cy and Cyclone Plus Plans) for the remainder of the term. Failure to take possession of a contracted space until after opening day will not result in a reduced rental charge, nor will meals and/or Dining Dollar\$ be prorated. For more information on meal plans and Dining Dollar\$ see <http://www.dining.iastate.edu/>.

#### **C. Delinquent Payments**

To remain eligible to live in on-campus housing, residents must remain in good financial standing with ISU and the DOR. Residents who are not in good financial standing or who fail to make payments in full, by the due date, are considered to be in violation of this contract, which may result in eviction from the residential facilities.

Upon notification of delinquency by the DOR, meal service will be immediately suspended. No refund is issued for unused meals accumulated during the suspension period.

Upon notification of eviction by the DOR the resident must vacate his/her room within seven (7) days unless indicated otherwise in the notification. Failure to vacate will result in the room locks being changed at the resident's expense. Personal property left in the room is deemed abandoned and will be removed from the premises. The resident will be assessed charges to return the room to normal condition, including maintenance, cleaning, and the packing/storing of personal effects. The resident will be charged for the actual cost of removal and disposal of personal property, with a minimum charge of \$50. The DOR will hold items for 30 days, after which time they will be sent to Asset Recovery. The resident forfeits his/her prepayment and will be charged 80 percent of the remaining value of the contract.

#### **D. Rates**

1. Room rates and meal plan rates vary depending upon options selected and room assignment. Proposed rates for 2006-2007 are presented to the Board of Regents, State of Iowa, at their March meeting; final approval is made at the April or May meetings. Prior to final approval, residents may view the current year's rates on the DOR's Web site, <http://www.housing.iastate.edu>. These are for illustrative purposes only and are subject to change with Board approval. The DOR website will be updated as soon as the approved rates are available.
2. The Board reserves the right to change the contract rates during the term of the contract by giving 30 days advance notice. If rates increase during the term of the contract, an e-mail notice will be sent to all residents informing them of the change. Residents then have 20 days from the date of this notification to cancel their contracts without loss of prepayment.
3. Residents will be assessed mandatory hall, house and IRHA dues beginning in July. A portion of these dues contribute to programming and upkeep of house-owned equipment. All student government dues will be billed through the Accounts Receivable Office. Mandatory house dues may not exceed \$6.00/semester.
4. Rates do not include payment for parking. Parking permits are purchased through the Parking Division of the Department of Public Safety.

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## **IV. GENERAL**

#### **A. Room Assignments**

Continuing residents select their own assignments during the Recontracting Process, held during the preceding spring semester. New resident assignments are made on a first-come, first-served basis with priority being determined by the date that a resident's completed contract is received by the DOR. Specific assignments are based on individual preference requests, roommate requests and the availability of housing types. Space limitations may prevent a specific housing request from being honored.

1. The University may alter the resident's hall assignment to comply with the American Disabilities Act (ADA), disciplinary reasons, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability of space, roommate incompatibility or any change determined by the University to be of benefit to the resident or University.
2. Residents assigned to double or triple occupancy rooms that are not filled to capacity, and who have not been approved to maintain the room as a Super Single, are required to be prepared for an additional resident to be assigned to the room at any time. Failure to ensure that the unoccupied space is vacant for the new roommate may result in disciplinary charges and reassignment.

#### **B. Room Plans**

Room plans determine the dates of occupancy within the contract period. The room plan options offered are defined as follows:

1. **Standard Plan** - The Standard Plan provides the resident access to his/her assignment when classes are in session, during Thanksgiving break and during Spring break in March. Access is not provided during the Winter break between fall and spring terms.
2. **Plus Break Plan** - The Plus Break Plan provides the resident the same access as the Standard Plan, plus access to his/her assignment during the winter break, between the fall and spring terms. All rooms in Linden Hall, Buchanan Hall and Wallace Hall are 'Plus Break'. Plus Break rooms are not available in any other residence halls.

**C. Room Use**

Residents are not permitted to sublet their rooms or give their assignment to another student. Residents cannot use their rooms for commercial purposes unless they are members of the Entrepreneurship and Innovation Learning Community.

Residents are responsible for the furnishings in their rooms, which must be in place and in their original condition when the resident checks out of the room. Room personalization/modifications may only be made according to the DOR guidelines published in Residence Halls Policy Handbook.

**D. Assignment Changes**

Using the Step Inside on-line system, residents may, without penalty, change their assignment to any university owned housing for which they are eligible. Once the resident has checked in to the new assignment, he/she is then eligible for all meal options associated with the new assignment. Many residents in Wallace Hall, Schilleter/University Village (SUV) or Frederiksen Court choose to retain some type of meal plan even though meal plan participation is not required.

**E. Liability for Personal Property or Injury**

Although ISU will make reasonable efforts to protect resident property, neither the university nor the DOR is in any way liable for the loss or theft of, or damage to, any property belonging to or for injuries sustained by residents and/or their guests. Residents shall not hold ISU responsible for damage or injury that may be sustained by the resident caused by breakage, leakage, or obstruction of pipes, and from other latent defects not known to ISU. The DOR and ISU recommend that residents obtain rental insurance if they are not covered under parent's homeowner's policy.

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**V. CANCELLATION OF CONTRACT**

**A. Method of Cancellation**

**UNDER NO CIRCUMSTANCES WILL VERBAL CANCELLATIONS BE ACCEPTED.** Any resident wishing to cancel his/her contract must submit written notification. All notifications must include the resident's full name and University ID. Requests may be submitted as follows. If mailed, the postmark on the envelope will be considered the date of cancellation:

U.S. Mail:	Department of Residence Administrative Office 2419 Friley Hall Ames, IA 50012-0003	E-mail: <a href="mailto:halls@iastate.edu">halls@iastate.edu</a>	FAX: 515-294-0623
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**B. Newly Admitted Students**

1. Students newly admitted to ISU who wish to cancel *both* their housing contract and their admissions acceptance should notify the Office of Admissions. In this case, there is no need to notify the DOR separately. The housing contract will be cancelled automatically using the Admissions cancellation date. Cancellation must be received by the Admissions office on or before the stated Cancellation Deadlines (section V.C.) to avoid penalties (section V.D.).
2. Students newly admitted to ISU who wish to cancel *only* their housing contract, but who will remain enrolled at ISU, must notify the DOR in writing on or before the stated Cancellation Deadlines (section V.C.) to avoid penalties (section V.D.).

**C. Cancellation Deadlines**

Any resident who submits written notification of contract cancellation on or before the following dates may do so without penalty. Initiating a contract after these dates does not change deadlines or penalties. **CANCELLATION AFTER THESE DATES WILL RESULT IN CANCELLATION PENALTIES** (section V.D.).

1. For residents with a contract for the full academic year the cancellation deadline is:
  - (a) **March 3** for returning residents
  - (b) **May 1** for new residents
2. For residents with a contract beginning the spring semester, the cancellation deadline is **November 1**.

**D. Cancellation Penalties**

Residents who fail to submit written notification of contract cancellation on or before the stated Cancellation Deadlines (section V.C.) will incur the following penalties:

1. 80% Penalty – The resident will be required to make payment for 80% of the remaining value of the entire contract (both housing and dining). Residents not yet assigned a room will be billed 80% of the value of a standard double room plan and the Cyclone 17 Plus meal plan (if a meal plan is required.)
2. Forfeiture of Prepayment – The resident will forfeit the \$125 prepayment.

Subsequent actions during the contract term - including graduation, withdrawal, or academic dismissal by the university - are not grounds for a reduction or refund of a previously billed cancellation penalty.

**E. Contract Terminations**

The DOR may terminate the contract of any resident at any time for nonpayment of room and board fees, loss of eligibility for housing and violation of the terms. In the event that the DOR terminates a contract, the resident will be responsible for all applicable penalties according to the date of termination.

**F. Special Situations**

The following are situations in which Cancellation Penalties and/or Deadlines may differ from what is indicated above.

**1. Academic Dismissal or Withdrawal**

Residents who officially withdraw from ISU or who are academically dismissed are no longer eligible to live on-campus. As such, their housing contracts will be cancelled, they will not be charged the 80% penalty and they will receive a refund for unused Dining Dollar\$ and/or Block Meal Plan Plus meals. Additionally:

- (a) Residents who are academically dismissed will be refunded only the unused portion of their prepayment.
- (b) Residents who withdraw will forfeit their \$125 prepayment. Residents who withdraw, but re-enroll the same semester, may be responsible for the 80% penalty based upon the original date of withdrawal.

## **2. Graduation**

- (a) Residents who will graduate in December and who will not enroll at ISU for the spring semester must notify the DOR in writing by 5:00 P.M. November 1. In these instances, the resident will not be charged the 80% penalty. Residents who are released for graduation will be refunded only the unused portion of their prepayment. There will be no refund for unused Dining Dollar\$ and/or Block Meal Plan Plus meals.
- (b) December graduates who miss the November 1 deadline who will not enroll at ISU for the spring semester will forfeit the prepayment.
- (c) December graduates who make the decision to continue their contract beyond their graduation term (i.e. to pursue Master's or Doctoral level degrees or post-graduate work) forfeit their graduate status for subsequent contract cancellations.

## **3. Medical**

Residents who cancel their contract due to a medical issue will be required to submit a physician's statement explaining the medical reason requiring a move out of the residence halls. The DOR reserves the right to request clarifying information from the physician and to seek guidance and opinion from the Thielen Student Health Center. Upon verification, the resident will be released from the contract. He/she will not be charged the 80% penalty, will receive a refund for unused Dining Dollar\$ and/or meals and will be refunded only the unused portion of their prepayment.

## **4. Military Service**

Residents who cancel their contract due to a call to active military duty will be required to submit a copy of their military orders from their commanding officer at the time they submit their notification of cancellation. The DOR retains the right to request clarifying information from the commanding officer. Upon verification, the resident will be released from the contract. He/she will not be charged the 80% penalty, will receive a refund for unused Dining Dollar\$ and/or meals and will be refunded only the unused portion of their prepayment.

## **5. No Show**

Contracts will be cancelled for residents who do not check in to their assigned rooms by 5:00 p.m. on Monday of the first week of classes and who do not notify the DOR that they will be arriving late. If the resident enrolls or remains enrolled he/she will be charged the 80% penalty and the prepayment will be forfeited. If the resident does not enroll, penalties will be the same as if the resident had withdrawn (section V.F.1.).

## **6. Waivers**

Residents who must live away from campus and who have an academic year contract may request to have a portion of their contract waived without being charged the 80% penalty and without losing their room assignment priority. To exercise the waiver option, residents must submit a Waiver Form, available at any hall desk, in the DOR Administrative Office and on the DOR Web site. Generally, waivers are only approved for verified medical leave of absence and for the following ISU approved, recognized and for-credit circumstances where location prohibits daily commuting:

- (a) Academic requirement
- (b) Student teaching or cooperative program
- (c) Internship
- (d) Study abroad

Residents may retain possession of their assignment while away by paying the associated room rate and fees for the entirety of their absence. Residents who choose not to pay for their room during their absence forfeit that specific assignment and agree to accept any room available at the time of their return to the halls.

Residents who submit a Waiver Form for fall and who then cancel their contract for spring, but who remain enrolled will be charged the 80% penalty and will forfeit the prepayment. There will be no refund for unused Dining Dollar\$ and un-issued Dining Dollar\$ will be issued and billed at face value.

## **G. University Affiliated Housing**

University affiliated housing is defined as a registered dwelling used as the primary residence for the members of a recognized fraternity or sorority student organization that is in good standing with the ISU Dean of Student's Office.

### **1. University Affiliated Housing Cancellation Policy**

Those newly admitted students or continuing residents who have contracted for on-campus housing and who wish to cancel their contract in order to move into university affiliated housing must notify the DOR in writing (section V.A).

- (a) If notification is received on or before the applicable cancellation deadline (section V.C) the housing prepayment will be refunded and the 80% penalty will not be charged.
- (b) If notification is received after the applicable cancellation deadline (section V.C), but on or before August 1, the housing prepayment will be forfeited and the 80% penalty will not be charged.
- (c) If notification is received after August 1, the housing prepayment will be forfeited and the 80% penalty will be charged. Residents not yet assigned a room will be billed 80% of the value of a standard double room plan and the Cyclone 17 Plus meal plan (if a meal plan is required.)

### **2. University Affiliated Housing Penalty Exceptions**

The DOR will make available to the Greek Community 100 exceptions to the 80% penalty to allow fraternity and sorority members to take up residence in recognized university affiliated housing. These exceptions allow for 100 members of the Greek Community to cancel their contracts after August 1, in which case the housing prepayment will be forfeited and a 15% penalty, rather than 80%, will be charged. Residents not yet assigned a room will be billed 15% of the value of a standard double room plan and the Cyclone 17 Plus meal plan (if a meal plan is required.)

Individuals interested in this option should contact the Office of Greek Affairs for details and availability. *The DOR does not determine eligibility for or distribution of University Affiliated Housing Penalty Exceptions.*

(a) **Contract Cancellation Distribution Resolution**

*(As established by the Collegiate Pan-Hellenic Council, the Interfraternity Council and the Greek Community)*

The [DOR] will allow the Greek Community to utilize all 100 Contract Cancellations at 15% [each] academic year, regardless of the chapter(s) utilizing the contract cancellations. Chapters not utilizing their contract cancellations by [the first Monday in] December will forfeit their opportunity to utilize their 15% contract break. Priority for extra contract cancellations will be given to chapters beginning with the greatest percentage of vacancies under sleeping capacity as reported by the Ames Fire Department fire code report on each chapter on September 1 [of the same year]. Collegiate Pan-Hellenic and Interfraternity Council chapters will be ranked in priority on the same list. At anytime during the fall semester a chapter may donate their 15% contract cancellation to the Office of Greek Affairs, and the Office of Greek Affairs will extend that contract cancellation opportunity to the highest priority chapter. The chapter will have four business days to utilize that contract or it will be granted to the chapter next on the priority list.

**H. Check-Out Procedures**

Residents who cancel their contracts after having checked in to their on-campus assignment must check-out of their assignment according to the procedures outlined in the section on "Check-in/Checkout Procedures" in the *Residence Halls Policy Handbook*. In all cases the daily rate for room and board or meal plan contract will apply until the date the resident officially checks out of the room.

1. **Early Departure** – At the end of the contract period, residents who check-out of their assignment on or after December 1 for the fall semester or May 1 for the spring semester WILL NOT receive refund of ANY fees.

Personal property left in the room/apartment is deemed abandoned and will be removed from the premises. The resident will be assessed charges to return the room to normal condition, including maintenance, cleaning, and the packing/storing of personal effects. The resident will be charged for the actual cost of removal and disposal of personal property, with a minimum charge of \$50. The DOR will hold items for 30 days, after which time they will be sent to Asset Recovery.

**I. Contract Cancellation Appeal Process**

Residents who cancel their contract and who wish to appeal the 80% penalty may choose to contact the Contract Appeals Board to request reconsideration. All appeals must be submitted, in writing (e-mail preferred to [halls@iastate.edu](mailto:halls@iastate.edu)) to Lisa Ludovico, Assistant Director for Assignments and Communication, in 2419 Friley Hall.

The Contract Appeals Board, having ISU staff and student representation, meets a maximum of three times each semester. Residents interested in exercising this option, must submit their appeal, in writing, within five business days of receipt of decision from the Assistant Director. This appeal must contain new information not presented in the original contract cancellation notification. The Board will meet to review all written appeal materials and will communicate a decision, in writing, to the resident within 5 business days of the Board's meeting. The decision of the Board is final and may not be appealed.

The 80% penalty will remain on the resident's account during the appeal process. Only in the event of a successful appeal with the penalty be removed or reduced. Any late fees or penalties accrued due to late or non- payment are the responsibility of the resident.

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## VI. DINING

**A. Changes in ISU Dining or the types of Meal Plans offered do not constitute a breach of this contract and cannot be considered as basis for cancellation.**

**B. Meal Plan Requirement**

Residents assigned to the Union Drive and Richardson Court neighborhoods and Buchanan Hall are required to contract for a meal plan and are automatically assigned the Cyclone 17 Plus meal plan upon entering into this contract.

Residents assigned to Wallace Hall are not required to contract for a meal plan. However, because of the variety of plans offered and the convenience and value that meal plans present, many residents still opt to purchase a plan.

For a complete listing of available meal plans please visit the Dining Web site: <http://www.dining.iastate.edu/>.

**C. Meal Plan Changes**

Prior to the start of the academic year, a resident may change his/her meal plan without penalty. Once the academic year begins, a resident may change plans once per semester with no charge; thereafter, a \$20 fee is charged for each change. Residents can change their meal plans to other plans for which they are eligible using Access Plus. The change is effective immediately.

**D. Dining Dollars**

Dining Dollar\$ account balances carry over from summer to fall and from fall to spring. All Dining Dollar\$ expire the Sunday following undergraduate commencement in May. Dining Dollars for the fall semester are typically issued in late-July. Dining Dollars for the spring semester are typically issued the last class day of the fall semester. Once issued, Dining Dollar\$ are not prorated and are not refundable, except as indicated to section V.F. of this contract.

**1. Meal Plan Changes**

If the Dining Dollar\$ associated with the new plan are fewer than those associated with the previous plan, the Dining Dollar\$ from the previous plan will be retained. If the Dining Dollar\$ associated with the new plan are more than those associated with the previous plan, the following will happen:

- (a) If the new plan is a Cyclone Plus plan, a prorated amount of Dining Dollar\$ (based upon the date of the change) will be added to the previously issued Dining Dollar\$ amount.
- (b) If the new plan is a Block Plus plan, the difference between the previously issued Dining Dollar\$ and the Dining Dollar\$ associated with the new plan will be added to the previously issued Dining Dollar\$.

**2. Meal Plan Cancellations**

Dining Dollar\$ will be retained and the Dining Dollar\$ account will remain open for the duration of the original contract period. After this date the account will be closed, and any unused balance will be forfeited.

**E. Absence from Campus**

In the following circumstances, residents who have a Cyclone Plus Plan and who are absent from campus in excess of seven (7) consecutive full days may request a refund for meals missed. No refunds are issued for unused Dining Dollar\$ or Block Plus Plan meals. All requests and documentation must be submitted, in writing, to the DOR (section V.A.).

- 1. Medical emergency – resident must provide a written statement from the treating physician
- 2. Family emergency – resident must submit a written description of the emergency for approval
- 3. Military service – resident must provide a letter from a commanding officer
- 4. University-required field trips – resident must provide a letter from the course instructor