

IOWA STATE UNIVERSITY

Department of Residence

2009-2010 ON-CAMPUS HOUSING CONTRACT TERMS AND CONDITIONS for Residence Halls, Frederiksen Court and Schilleter & University Village

Significant changes from the 2008-2009 terms and Conditions appear in **yellow**.

Pages	Section	Topics
1 – 2	I. Introduction	Contract Length, Contract Dates, and Resident Type
2 – 3	II. Eligibility	General Eligibility Requirements, Neighborhood Eligibility Requirements
3 – 5	III. Fees	Prepayment, Payment of Fees, Rates, Dues, Tuition for Dependent Children at SUV
5 – 7	IV. General	Assignments, Room Use, Apartment Subcontracting, Assignment Changes, Liability
7 – 10	V. Contract Cancellation	Methods, Deadlines, Penalties, Contract Terminations, Exceptions, Check-Out Procedures, Appeal Process, Contract Assumptions
10	VI. Dining	Meal Plans, Terms and Conditions, Residential Meal Plan Requirements

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, Buchanan and Wallace halls, the Frederiksen Court apartment community and Schilleter Village and University Village (SUV) apartments.

This contract is a **legally** binding agreement between Iowa State University (“ISU”) and the contract signatory (“resident”). Along with the terms, all policies and regulations outlined in the ISU Dining Terms and Conditions and Policies, the Residence Halls, Frederiksen Court and SUV Policy Handbooks, the University Policy Manual, on the DOR website (www.housing.iastate.edu) and on the ISU Dining Web site (www.dining.iastate.edu) are hereby incorporated into this contract and are binding on all parties. It is the responsibility of the resident 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 an assigned space and not for a specific building/hall, house or apartment/room number.

A. Contract Length

1. This contract is for the entire period indicated by the student on the contract, either 9 months or 12 months. Actual check-in and check-out dates for specific residents are based upon assignment, classification, and participation in Destination Iowa State.
 - a. **9 Month Contract** - The nine-month contract provides on-campus housing 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 on-campus housing during the regular academic year and through the summer, commencing at the beginning of the fall semester and terminating at the end of the summer term.
 - i. Typically, Buchanan Hall, Frederiksen Court and SUV are the only areas open for occupancy during summer. Summer occupancy locations will be posted on the DOR web site. Residents not living in a location that is available for summer occupancy will be required to relocate during the summer months.
 - c. Both 9 and 12 month contracts provide the resident access to his/her assigned space when classes are in session, during Thanksgiving break and during Spring break in March. During the break between the fall and spring terms, access to assigned space is only available in Linden Hall, Buchanan Hall, Wallace Hall, Frederiksen Court and SUV. Access is not available in any other residence halls.

B. Contract Dates

1. **Contract Begin Dates** - For specific date information, please review the DOR Web site.
 - a. **Fall Semester** – start dates for academic year contracts are as follows:
 - i. Frederiksen Court and SUV contracts begin two Saturdays prior to the start of fall classes.
 - ii. Residence Hall contracts begin the week prior to the start of fall classes as follows:
 - aii) Tuesday – newly admitted students with last names that start A-L
 - bii) Wednesday – newly admitted students with last names that start M-Z
 - cii) Thursday – all continuing students
 - b. **Spring semester** – all on-campus contracts begin the Thursday prior to the start of spring classes.
 - c. **Summer semester** – contract start dates vary according to session and student status. Please refer to the DOR web site for detailed information.
2. **Contract End Dates** - For specific date information, please review the DOR Web site.

- a. Fall Semester - non-graduating residents who will not continue in on-campus housing for spring must vacate their assignment by 3:00 pm on the Saturday of final exam week. Residents who graduate must vacate their assignment by 6:00 pm on the Saturday of final exam week.
- b. Spring Semester - non-graduating residents who will not continue in on-campus housing for summer must vacate their assignment by 3:00 pm on the Saturday of final exams. Residents who graduate must vacate their assignment by 6:00 pm on the Saturday of final exam week.
- c. Summer - At the end of summer, residents who will not continue in on-campus housing for the fall must vacate their assignment by 3:00 pm on the Saturday following the end of Session II classes.

C. Resident Type

1. For the purposes of this contract residents are defined as follows:
 - a. Current ISU Students are those individuals, living anywhere on- or off-campus, who attended ISU or who were on waiver the semester prior to the start of the contract (not including summer).
 - b. New Students are those newly admitted students who will be attending ISU for the first time at the start of the contract or the summer immediately prior to the start of the contract. Also included are readmitted ISU students who experienced a one-semester gap in on-campus residency that was not due to waiver.

II. ELIGIBILITY

A. General Eligibility Requirements

1. 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:
 - a. The individual must be enrolled as a student at ISU.
 - b. The individual must be enrolled in the Admissions Partnership Program (APP), offered through ISU and several community colleges located throughout the state of Iowa. For an updated list of approved APP schools and programs of study, individuals should contact the ISU Office of Admissions at (800) 262-3810.

B. 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.

C. Non-APP ISU students who are not enrolled in classes at ISU may request permission to continue to live in on-campus housing.

1. All requests must be submitted, in writing (e-mail preferred to housing@iastate.edu), to Lisa Ludovico, Assistant Director for Assignments and Communication, in 2419 Friley Hall.
 - a. The request should contain the resident's full name and ISU ID number, an e-mail address to which the Assistant Director can respond and rationale as to why permission is being sought. The request should also be accompanied by any supporting documentation.
 - b. Requests will not be approved for individuals who are in poor financial standing with ISU or whose past behavior has been disruptive to the residential community.
2. The Assistant Director will review all submitted materials and will communicate a decision to the individual, in writing via e-mail, within 10 business days of request submission. In some instances, the Assistant Director may need to contact the individual and ask for additional information, in which case, a decision may take more than 10 days. If permission is granted, the following will apply:
 - a. The permission will be for one semester only.
 - b. During the time the individual is in residency, but not enrolled, he/she will be held responsible for following all ISU and DOR policies.
 - c. If for any reason the individual's presence in the residential facilities is found to be disruptive, he/she may be asked to leave on-campus housing immediately.
 - d. By requesting special permission to remain in residency, the individual forfeits the opportunity to cancel the housing contract without incurring the 80% cancellation penalty based on no show, non-enrolled status or withdrawal from ISU.

D. Neighborhood Eligibility Requirements

1. Eligibility requirements for specific on-campus neighborhoods are as follows. Age eligibility is determined as of August 1, 2009 for contracts that begin fall 2009, January 1, 2010 for contracts that begin spring 2010 and May 1, 2010 for contracts that begin summer 2010.
 - a. **Union Drive and Richardson Court**
 - i. These areas of campus are available to all eligible newly admitted, direct from high school students, transfer students 19 or younger, and continuing undergraduate students.
 - b. **Buchanan Hall**
 - i. Floors one through seven of Buchanan Hall are available to all eligible newly admitted students 19 or older, transfer students and continuing students.
 - ii. Floors eight and nine of Buchanan Hall are available to any eligible resident registered as a graduate student at ISU or to any undergraduate student 21 or older.

c. Wallace Hall, Frederiksen Court Apartments and SUV Single Student Apartments

- i. These areas of campus are available to all eligible newly admitted students 19 or older, transfer students and continuing students.
- ii. SUV Single Student Apartments are located primarily in University Village. Apartments in Schilleter Village are reserved for Family Housing.

aii) If space permits, SUV also houses those individuals classified as Post Docs.

d. SUV Family Housing Apartments

- i. SUV Family Housing Apartments are located primarily in Schilleter Village. Apartments in University Village are reserved for Single Student Housing.
- ii. This area of campus is available to any eligible resident who is legally married, in a domestic partner relationship, or who maintains custody or visitation rights for children or other dependents.

aii) Residence will be limited to the student plus four family members and will include no more than three school-age children. Eligible family members include spouse, domestic partner, legal dependants, siblings and parents.

iii. If space permits, SUV also houses those individuals classified as Post Docs.

- iv. If space permits, contracts for family housing may also be made available to ISU affiliated adults (i.e. ISU faculty or staff members or other individuals with a documented relationship with ISU) at a non-student rate. An ISU ID number and card are required for consideration.

e. Exceptions to Neighborhood Specific Eligibility

- i. Entrepreneurship and Innovation Learning Community (EILC) – Newly admitted students 18 and under, who are members of EILC receive permission to live in Buchanan Hall so they may fully participate in the operation on the Barista Café.
- ii. Athletes - Newly admitted students 18 and under, who are members of specific ISU athletic teams, receive permission to live in Buchanan Hall, Frederiksen Court and SUV so that they may live with upper-division team members.
- iii. Siblings - Newly admitted students 18 and under, who have an older sibling that attends ISU and lives in on-campus housing, may request permission, in writing, to live with that sibling in Buchanan Hall, Frederiksen Court or SUV. Permission will be granted only so long as the siblings live together in the upper-division area.

III. FEES**A. Prepayments**

1. Newly admitted undergraduate residents are required to pay a \$125 housing prepayment and one-time \$10 non-refundable processing fee as part of their Admissions Acceptance fee.
 - a. The prepayment is applied in January 2010 to spring room and apartment fees. For contracts initiated after this date, the prepayment is applied at the same time room fees are assessed.
 - b. **Cancellation of the contract after the cancellation deadline (section V.B.) will result in loss of the prepayment.**

B. Payment of Fees

1. All residents are assessed fees for housing and dining through their University Bill. Residents will be assessed fees according to their contract term, their specific assignment and the meal plan they selected.
2. 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 or (515) 294-7388.
3. Failure by the resident to pay fees does not constitute cancellation of this contract. Unpaid accounts will be treated as follows:
 - a. The account balance will be accelerated.
 - b. There will be a FINANCE CHARGE computed at a periodic monthly rate of 1% per month on the balance or an ANNUAL PERCENTAGE RATE of 12% when computed from the billing date.
 - c. ISU may report delinquent account activity to three national credit bureaus.
 - d. The unpaid account may be referred for collection. In these instances, residents will pay all collection costs and reasonable attorney's fees if ISU must take action to recover any past due amounts owed the University.
 - e. ISU may contact residents at any telephone number they have entered into record, including cellular telephone numbers.
4. For contracts submitted prior to the regular contract start date, room and board fees begin to accrue on the first day of the contract period. Failure to take possession of a contracted space until after the contract start date does not result in reduced rental charges, nor will meals and/or Dining Dollars be prorated.
5. For contracts submitted after the regular contract start date, room and board fees (not including semester meal plans) are prorated for the remainder of the term as of the date the contract is submitted.
6. Residents who leave housing after having checked in to their assignment must check out according to the procedures outlined in the *Policy Handbook for their area*. Room and board fees will continue to accrue until the date the resident officially checks out.

- a. Personal property left in the space is deemed abandoned and will be removed from the premises. The resident will be charged the cost of removal and disposal, with a minimum charge of \$50. The DOR will hold items for 30 days, after which time they will be sent to Asset Recovery.
 - b. 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.
7. In the **Residence Halls and Frederiksen Court**, rent is billed prior to the start of each semester. Roommates are equally responsible for damages, cleaning, and judicial sanctions that cannot be attributed to a specific roommate.
- a. Residence Hall rent includes furnishings specified in the Policy Handbook, as well as all utilities including water, gas, electric, University high-speed Ethernet and expanded basic cable. Rent also includes either wireless internet service or local phone service. Please review the DOR web site for a listing of which buildings offer which service. In halls where local phone service is not provided, residents may contract for it through ISU Telecomm: <http://www.it.iastate.edu/voice/>.
 - b. Frederiksen Court rent includes furnishings specified in the Policy Handbook, as well as all utilities including water, gas, electric, local telephone service, University high-speed Ethernet and expanded basic cable. Residents are responsible for long distance phone calls.
8. In **SUV Single Student and Family Housing Apartments**, rent is billed at the beginning of each month. Rent includes garbage removal, water, high speed DSL internet, and expanded basic cable. The resident(s) must pay for electricity used, as recorded by the apartment electric meter, at the rate set by the department, with a minimum charge of \$5.00 per billing period. Natural gas is contracted and paid for by the resident(s) through Alliant Energy. Telephone service is available by contacting ISU Information Technology Services.
9. 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 are considered to be in violation of this contract, which may result in eviction from the residential facilities.
10. Upon notification of eviction by the DOR the resident must vacate his/her space within seven (7) days unless indicated otherwise in the notification.
- a. Failure to vacate will result in the locks being changed at the resident's expense.
 - b. The resident will be assessed charges to return the space to normal condition, including maintenance and cleaning.
 - c. The resident forfeits his/her prepayment (**if paid**) and will be charged 80% of the remaining value of the contract.

C. Rates

1. Rates for housing and meal plans vary depending upon the room assignment and dining options selected. Proposed rates for 2009-2010 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. 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 approved 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 (**if paid**).

 - a. Board approval of the proposed rates does not constitute a rate change during the term of the contract.

3. In SUV, single student residents contracting for a two-bedroom unit have the option of maintaining the unit as **PRIVATE** or **SHARED**.
 - a. Individuals selecting a SUV pet apartment are required to contract as Private until they have found their own roommate. In the event that a roommate moves out of a pet apartment, the apartment will revert to Private.
 - b. SUV Single Student Residents in **SHARED** apartments agree to share the unit with a roommate, paying one half rent and electricity. Shared arrangements for payment of telephone and natural gas are at the discretion of the assigned residents.
 - i. In Shared apartments where only one resident is contracted and assigned, all utility costs are paid for by the assigned resident.
 - ii. Residents in Shared apartments may switch to the Private option at any time, provided they have not been assigned a roommate. Full rent charges will begin as of the date that the resident submits, in writing, the request to change from Shared to Private.
 - iii. Residents in Shared apartments who refuse to accept an assigned roommate or refuse to keep the vacant space clean and available for a new resident (section IV.C.7.a), will have their apartment automatically converted to the Private option and will be responsible for full rent charges, retroactive to the start of their contract.
 - c. SUV Single Student Residents in **PRIVATE** apartments agree to not be assigned a roommate and will pay full rent and utilities.
 - i. Residents in Private units may switch to the Shared option according to the following schedule. All requests must be in writing.
 - ii. For contracts beginning fall, residents must submit their request to change from Private to Shared no later than August 1. After August 1, residents may request to switch from Private to Shared only if they have identified a roommate with whom they will share the apartment.

- iii. For contracts beginning spring, residents must submit their request to change from Private to Shared no later than December 15. After December 15, residents may request to switch from Private to Shared only if they have identified a roommate with whom they will share the apartment.
- 4. Rates do not include payment for parking. Parking permits are purchased through the Parking Division of the Department of Public Safety.

D. Dues

- 1. All on-campus residents are subject to student government and/or community council dues. All dues will be billed through the Accounts Receivable Office beginning in July. For detailed dues information, residents should review the Policy Handbook associated with their assignment, available on the DOR Web site at <http://housing.iastate.edu/forms/>.

E. Tuition for Dependent Children in SUV

- 1. The DOR is assessed and will pay tuition to the Ames Community School District for the legally dependent children residing with any contracted resident in family housing.
- 2. No more than three (3) school age children are eligible to live in any one apartment.
 - a. To be eligible, these children must be listed on the housing contract at the time it is submitted.
 - i. It is the responsibility of the resident to notify the SUV Office, in writing, of any changes in child status that occur after the contract has been submitted.
 - ii. **Any tuition charges assessed to the DOR for dependent children not indicated on the contract or reported to the SUV Office will be charged to the contracted resident's university account.**

IV. GENERAL

A. Assignments

- 1. Continuing Residents select their own fall assignments during Recontracting, held during the preceding spring semester.
 - a. Continuing Residents who sign a contract beginning fall semester, but who do not select an assignment during Recontracting or cancel their contract by the deadline (section V.B) will be assigned to an on-campus space at the discretion of the DOR.
 - b. Continuing Residents who do not submit a contract prior to the last Friday of the spring semester, will be required to submit a New Resident contract and preferences.
 - i. Assignments are made on a first-come, first-served basis. Priority is determined by the date a completed contract is received by the DOR.
 - ii. 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.
- 2. New Residents contracts become available July 1 of the preceding year (i.e. July 1, 2008 for 2009-2010 contracts). To submit a housing contract, newly admitted students must first accept their admission to ISU.
 - a. New Residents are asked to submit their Learning Community, roommate and room preferences at the time they submit their contract. Preferences can be changed any time prior to the time assignments are made.
 - i. Assignments are based on individual preference requests, roommate requests and the availability of housing types. Space limitations may prevent a specific housing and roommate request from being honored.
 - b. 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.
 - i. It is **STRONGLY SUGGESTED** that New Residents submit their housing contracts on-line using Access Plus, <https://accessplus.iastate.edu>. Due to the unpredictability of delivery services, the DOR does not accept responsibility for contracts delayed or lost in the mailing process.
- 3. The University may alter a student's 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.

B. Room Use

- 1. Except as indicated in section IV.D of this contract, residents are not permitted to sublet their on-campus space or give their assignment to another student.
- 2. Residents cannot use their rooms for commercial purposes unless they are members of the Entrepreneurship and Innovation Learning Community.
- 3. Residents are responsible for all of the furnishings and appliances in their rooms/apartments, which must be in place and in their original condition when the resident checks out.
- 4. Room personalization/modifications may only be made according to the DOR guidelines published in the Policy Handbooks.
- 5. Residence Hall residents assigned to a double or triple occupancy room that is not filled to capacity, and who have not been approved to maintain the room as a Super Single or Triple as Double, 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.

- a. All Wallace Hall double rooms are offered as Super Singles, so additional approval is not required.
 - b. In rooms where a Super Single or Triple as Double has been approved, the DOR will not remove or store furniture from the room. It is the resident's responsibility to ensure that all original furniture is in place at the time check-out.
6. Frederiksen Court residents in apartments with fewer than four roommates, with the exception of CA apartments and those apartments with previously approved Super Singles, are required to be prepared for an additional resident to be assigned to the space at any time.
- a. Failure to ensure that the unoccupied space is vacant for the new roommate may result in disciplinary charges and reassignment.
7. SUV single student residents assigned to two bedroom apartments have the option of maintaining the apartment as Private, residing alone in an apartment by paying full rent for the apartment. Residents not exercising this option are required to be prepared for an additional resident to be assigned to the space at any time.
- a. Residents in Shared apartments who refuse to accept an assigned roommate or refuse to keep the vacant space clean and available for a new resident will have their apartment automatically converted to the Private option and will be responsible for full rent charges, retroactive to the start of their contract.

C. Apartment Subcontracting – FREDERIKSEN COURT AND SUV ONLY

1. Definitions
- a. Contractee – The student who has submitted a contract at Frederiksen Court or SUV.
 - b. Subcontractee - The student who has been approved by the DOR to enter into a subcontract arrangement, as defined above, with a Contractee.
2. DURING THE ACADEMIC YEAR, residents are not permitted to subcontract their apartments. Only residents who have contracted for and are assigned to specific apartments may reside in the apartment.
3. DURING THE SUMMER MONTHS ONLY, contracted Frederiksen Court and SUV residents may subcontract their assigned space under the following conditions:
- a. The subcontract must begin no earlier than spring semester finals week and must end on or before the Saturday of summer graduation.
 - b. The subcontract is for the specific space identified. It cannot be exchanged.
 - c. Only those individuals who are eligible to live on-campus (section II) are permitted to subcontract. All subcontracts are subject to the approval of the DOR.
 - d. To be valid, all subcontracts must be executed on the DOR's subcontract form, signed by the Contractee, the Subcontractee and the DOR.
 - e. The Contractee remains responsible for payment of rent, physical condition/security of the apartment, charges relating to damage incurred during the subcontract and all other contract Terms and Conditions currently in place. The DOR will look solely to the Contractee for any and all amounts due under the contract. Subcontractee will be held responsible for any damages outside the apartments and all charges, fees, or fines attributable to their conduct.
 - f. Any arrangement, agreement, or understanding as to payment of monies between Contractee and Subcontractee is solely a matter between these two parties. The approval of the DOR should not be construed as a guaranty of payment from the Subcontractee to Contractee.
 - g. The Contractee is responsible for recovering keys, cards and/or other DOR property from the Subcontractee upon termination of the subcontract.

D. Assignment Changes

1. At certain points throughout the year, assignment changes may not be available due to administration, assignment processes, or occupancy verification. The assignment change calendar is posted on the DOR web site <http://housing.iastate.edu/contracts/changes.html/>
2. In the **Residence Halls, Frederiksen Court and SUV Single Student Apartments** residents may, without penalty, use Access Plus to change their assignment to any university owned housing for which they are eligible.
- a. Residents who use Access Plus to secure an assignment change must complete their moves within 72 hours. Failure to complete the move within 72 hours may result in forfeiture of the new assignment and improper checkout charges.
 - b. Once the resident has checked in to the new assignment, he/she is then accountable for the meal options associated with the new assignment.
 - i. If the resident was previously assigned to an area where a meal plan was optional and the new assignment is in a location where a meal plan is required, the resident must select a meal plan. If a meal plan is not selected, the resident will be assigned the Premium plan.
 - ii. If the resident was previously assigned to an area where a meal plan was required and the new assignment is in an area where the meal plan is optional, the resident may cancel his/her meal plan, even if the Meal Plan Cancel Deadline has already passed (See ISU Dining Terms and Conditions and Policies).
3. In **SUV Family Housing Apartments**, residents who wish to change apartments may contact the SUV office via e-mail at apartments@iastate.edu. The ability to change apartments is dependent upon space availability and the readiness of unoccupied apartments.

E. Liability

1. 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.

V. CONTRACT CANCELLATION

A. Method

1. **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:
 - a. U.S. Mail = Department of Residence Administrative Office, 2419 Friley Hall, Ames, IA 50012-0003
 - b. E-mail = housing@iastate.edu
 - c. FAX = 515-294-0623

B. Deadlines

1. 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.C.).
 - a. For residents with a contract for the full academic year, including students on waiver for the fall portion of the contract (section V.E.6), the cancellation deadline is:
 - i. **March 1, 2009** for Continuing ISU Students (section I.C.1.a)
 - ii. **May 1, 2009** for New Students (section I.C.1.b), including Newly Admitted Students (section V.B.3).
 - b. For residents with a contract beginning the spring 2010 semester, the cancellation deadline is **November 1, 2009**.
2. Residents who submit a contract after the associated cancellation deadline has passed will have one week (seven days) following the receipt date of their contract to cancel without penalty.
3. **Newly Admitted Students**
 - a. Students newly admitted to ISU who wish to cancel *both* their housing contract and their admissions acceptance should notify only 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.B.) to avoid penalties (section V.C.).
 - i. **Please Note:** Notifying an ISU dean, professor or academic advisor is not sufficient to cancel the housing contract or admission to ISU. Direct, written, notification to the Office of Admissions is **strongly suggested**.
 - b. 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.B.) to avoid penalties (section V.C.).

C. Penalties

1. Residents who fail to submit written notification of contract cancellation on or before the stated Cancellation Deadlines (section V.B.) will incur the following penalties:
 - a. **80% Penalty** – The resident will be required to make payment for 80% of the remaining value of the entire contract - both housing and dining (if applicable). There will be no refund for unused Dining Dollar\$ and un-issued Dining Dollar\$ will be issued and billed at face value
 - i. Residents not yet assigned a room will be billed 80% of the value of a Richardson Court traditional double room plan and the Premium Cyclone meal plan.
 - b. **Forfeiture of Prepayment** – Those individuals who are required to pay the \$125 prepayment (section III.A) will forfeit the \$125 prepayment. If the prepayment has not yet been paid, a \$125 charge will be placed on the student's Ubill.
2. In some situations, cancellation penalties may differ from what is described above. See section V.E. of these terms for more information.
3. 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.

D. Contract Terminations

1. 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.

E. Exceptions

1. **Academic Dismissal, Transfer or Withdrawal**

- a. Residents who officially transfer / 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 unused meals from Block Meal Plans. Additionally:
 - i. Residents who are academically dismissed will be refunded their prepayment (if paid).
 - ii. Residents who withdraw will forfeit their \$125 prepayment (if paid). 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 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 their prepayment (if paid). There will be no refund for unused Dining Dollar\$ and/or Block Meal Plan Plus meals.
 - i. 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

- a. 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 and will be refunded their prepayment (if paid). If leaving ISU, the resident will also receive a refund for unused Dining Dollar\$ and/or meals. However, if the resident remains enrolled, there will be no refund of unused Dining Dollar\$.

4. Military Service

- a. 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 their prepayment (if paid).

5. No Show

- a. 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 paid). If the resident does not enroll, penalties will be the same as if the resident had withdrawn (section V.E.1.).

6. Waivers

- a. 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:
 - i. Academic requirement
 - ii. Student teaching
 - iii. Cooperative program
 - iv. Internship
 - v. Study abroad
- b. 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/apartment available at the time of their return to campus.
- c. 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 (if paid). There will be no refund for unused Dining Dollar\$ and un-issued Dining Dollar\$ will be issued and billed at face value.

7. University Affiliated (Greek) Housing

- a. 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.
- b. **University Affiliated Housing Cancellation Policy**
 - i. 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.).
 - ai) If notification is received on or before the applicable cancellation deadline (section V.B.) the housing prepayment will be refunded (if paid) and the 80% penalty will not be charged.
 - bi) If notification is received after the applicable cancellation deadline (section V.B.), but on or before August 1, the housing prepayment will be forfeited (if paid) and the 80% penalty will not be charged.

- ci) Except as noted in section V.F.3 of this document, if notification is received after August 1, the housing prepayment will be forfeited (if paid) and the 80% penalty will be charged.

c. University Affiliated Housing Penalty Exceptions

- i. 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 and receive the following penalty:
 - ai) The resident will be required to make payment for 15% of the remaining value of the entire contract - both housing and dining (if applicable). There will be no refund for unused Dining Dollars and un-issued Dining Dollars will be issued and billed at face value.
 - bi) Residents not yet assigned a room will be billed 15% of the value of a Richardson Court traditional room plan and the Premium Cyclone meal plan.
 - ci) The housing prepayment will be forfeited (if paid).
- ii. 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.

F. Check-Out Procedures

1. Residents who leave housing after checking in to their assignment must check-out according to the procedures outlined in the *Policy Handbook for their area*. Room and board fees will continue to accrue until the date the resident officially checks out.
2. Personal property left in the space is deemed abandoned and will be removed from the premises. The resident will be charged the cost of removal and disposal, with a minimum charge of \$50. The DOR will hold items for 30 days, after which time they will be sent to Asset Recovery.

G. Appeal Process

1. Residents who cancel their contract and who wish to appeal the 80% penalty may do so according to the following process. The 80% penalty will remain on the resident's account during the appeal process.
 - a. Any late fees associated with the penalty are the responsibility of the resident.
2. **Appeal to the Assistant Director**
 - a. Residents interested in exercising this option must submit their appeal within 30 days of their cancellation.
 - b. All appeals must be submitted, in writing (e-mail preferred to housing@iastate.edu), to Lisa Ludovico, Assistant Director for Assignments and Communication, in 2419 Friley Hall.
 - c. The appeal must contain the resident's full name and ISU ID number, an e-mail address to which the Assistant Director can respond and rationale as to why an exception to the cancellation penalty is warranted. The appeal should also be accompanied by any supporting documentation necessary.
 - d. The Assistant Director will review all submitted materials and will communicate a decision to the resident, in writing via e-mail, within 10 business days of the appeal submission. In some instances, the Assistant Director may need to contact the resident and ask for additional information, in which case, a decision may take more than 10 days.
3. **The Contract Appeals Board**
 - a. If the 80% penalty is upheld by the Assistant Director, the resident may appeal to the Contract Appeals Board for additional consideration.
 - b. Residents interested in exercising this option, must submit their appeal, in writing, within five business days of receipt of decision from the Assistant Director. Appeals should be addressed to: The Contract Appeals Board, Department of Residence Administrative Office, 2419 Friley Hall, Ames, IA 50012-0003
 - c. This appeal must contain new information not presented in the appeal to the Assistant Director.
 - d. The Contract Appeals Board, having ISU staff and student representation, meets a maximum of three times each semester. The Board will review all submitted materials, including copies of the original appeal submitted to the Assistant Director. The decision of the Board will be communicated in writing to the resident within five business days of the Board's meeting.
 - e. The decision of the Board is final and may not be appealed.

H. Apartment Contract Assumption ~ FREDERIKSEN COURT AND SUV ONLY

1. Residents who wish to cancel their contract and remain enrolled may avoid the 80% penalty by finding a non-contracted, eligible student to assume their contracts. The following conditions apply.
 - a. The resident must notify the DOR, at the time of cancellation, of his/her intention to find someone to assume the contract.
 - i. At the time of cancellation, the resident will be billed the 80% penalty. If within 30 days, the resident has found a non-contracted, eligible student to assume the contract, and that individual takes official possession of keys, the 80% penalty will be removed. If after 30 days a non-contracted eligible student has not been found to assume the contract the resident will forfeit the option of contract assumption.
 - ii. The resident canceling the contract will be released from the contract as of the date that the assuming individual executes a contract and checks-in to the apartment. At that time the new resident becomes responsible for all of the contract terms.

2. In Frederiksen Court, the individual assuming the contract must be the same gender as the remaining residents of the apartment.
 3. In SUV shared apartments, the individual assuming the contract must be the same gender as the remaining resident of the apartment, unless the remaining resident agrees, in writing, to accept a roommate of the opposite gender.
-

VI. DINING

A. Meal Plans

1. For a complete listing of available meal plans please visit the ISU Dining Web site, <http://www.dining.iastate.edu/>.
2. 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. Terms and Conditions

1. It is the resident's responsibility to become familiar with the ISU Dining Contract Terms and Conditions and Policies, available on-line at <http://housing.iastate.edu/forms/>.

C. Residential Meal Plan Requirements

1. Residents assigned to the Union Drive and Richardson Court neighborhoods and Buchanan Hall are required to contract for a meal plan. Residents who do not select a plan will be assigned the Premium Cyclone plan.
2. Residents assigned to Frederiksen Court, SUV and 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.