

2011–2012 ON-CAMPUS HOUSING CONTRACT TERMS AND CONDITIONS  
for Residence Halls, Frederiksen Court and Schilleter & University Village

This document covers fall 2011, spring 2012 and summer 2012. Significant changes from the 2010-2011 terms and Conditions appear in yellow.

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## 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, Wallace and Wilson halls, Frederiksen Court apartments 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 (<http://housing.iastate.edu/>) and on the ISU Dining Web site (<http://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 Type

1. The DOR offers two types of contract: Academic Year and Summer.
  - a. **Academic Year** contracts provide on-campus housing during the fall and spring semesters.
    - i. Academic Year contracts may begin the fall or the spring semester.
      - ai) Contracts that begin fall automatically include spring. Fall semester only contracts are not available.
      - bi) Contracts that begin spring semester include only the spring semester.
    - ii. Academic Year contracts provide access to housing when classes are in session and during Thanksgiving and Spring breaks. During Winter break, all residence halls except Linden, Buchanan, Wallace and Wilson halls close and residents must vacate during this time. Frederiksen Court and SUV apartments remain open.
  - b. **Summer** contracts provide on-campus housing from the beginning to the end of the summer term.
    - i. Typically, Buchanan Hall, Frederiksen Court and SUV are the only areas available for housing during summer.

### B. Contract Dates

1. **Contract Begin Dates**
  - a. **Fall Semester** – start dates for academic year contracts are as follows:
    - i. Frederiksen Court and SUV contracts begin **Saturday, August 13, 2011**. Check-in begins this same day.
    - ii. Residence Hall contracts begin **Thursday, August 18, 2011**. Check-in dates are as follows:
      - aii) **Tuesday, August 16, 2011** – newly admitted residents assigned to even numbered rooms
      - bii) **Wednesday, August 17, 2011** – newly admitted residents assigned to odd numbered rooms
      - cii) **Thursday, August 18, 2011** – all continuing residents
  - b. **Spring semester** – all on-campus contracts begin **Thursday, January 5, 2012**. Check-in begins this same day.
  - 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**
  - 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 **Saturday, December 17, 2011**. Residents who graduate must vacate their assignment by 6:00 pm this same day.
  - 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 **Saturday, May 5, 2012**. Residents who graduate must vacate their assignment by 6:00 pm this same day.
    - i. Residents who will be continuing in on-campus housing will transition to their summer assignment **May 6 – 9, 2012**.
  - 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 **Saturday, August 4, 2012**.
    - i. Residents who will be continuing in on-campus housing will transition to their fall assignment **August 4 – 7, 2012**.

## 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, were on waiver or were in the Admissions Partnership Program (APP) the semester prior to the start of the contract (not including summer). These students are eligible to select their own assignments during the Recontracting process.
  - 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. These students are not eligible to select their own assignments during Recontracting.

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## II. ELIGIBILITY

### A. On-Campus Housing 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 and registered for at least 1 credit, or
  - b. The individual must be enrolled in the Admissions Partnership Program (APP). For APP information, please contact the ISU Office of Admissions at (800) 262-3810.
2. Individuals required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A, are not eligible to live in University housing.

### B. Loss of Eligibility

1. Residents who become ineligible to live on-campus will be notified by the DOR. Upon notification, the resident must properly check-out of his/her space, according to the procedures outlined in the Policy Handbook for their area, within seven (7) days unless indicated otherwise in the notification. Failure to properly check-out by the provided deadline will result in the following:
  - a. All residential locks to which the resident has keys will be changed at the resident's expense and all residential electronic building access will be revoked from the residents ISUCard.
  - b. The resident will be charged a \$50 administrative fee for improper check-out.
  - c. The resident's belongings will be considered abandoned and will be removed from the premises. The resident will be charged for 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.
2. Individuals who become ineligible to live on-campus, may request, in writing (e-mail preferred to [housing@iastate.edu](mailto:housing@iastate.edu)), a one-time only exception to the enrollment requirement according to the following procedure:
  - a. The request should contain the resident's full name, ISU ID number and e-mail address as well as rationale as to why permission is being sought. The request should also be accompanied by any supporting documentation.
  - b. Once all materials are submitted, they will be reviewed and a decision will be communicated, via e-mail, within 10 business days of request submission. In some instances, more information may be asked for, in which case, a decision may take more than 10 days.
  - c. Permission will not be granted for individuals in poor financial standing with ISU, who have been disruptive to the residential community, who have had their contract terminated due to discipline or who are required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A.
  - d. If permission is granted, the following will apply during the exception period:
    - i. The resident will remain responsible for following all ISU and DOR policies.
    - ii. If the resident's presence is determined to be disruptive, he/she will be asked to leave on-campus housing immediately. This determination is at the discretion of DOR.
    - iii. Outside of housing and dining, no other on-campus services will be available to the resident. This means he/she will not be able to use the services of the Counseling Center, Student Health Center, etc.
    - iv. The resident forfeits the opportunity to cancel the current housing contract without penalty.
    - v. This option is not available to Postdoctoral Research Associates (Postdocs) or ISU Affiliates. Please see section II.D. for more information on housing options for these groups.

### C. Neighborhood Eligibility Requirements

1. Age eligibility is determined as of September 1, 2011 for contracts that begin fall 2011, February 1, 2012 for contracts that begin spring 2012 and June 1, 2012 for contracts that begin summer 2012.
  - 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, Wallace and Wilson halls, Frederiksen Court Apartments and University Village Apartments**
    - i. These areas of campus are available to all eligible newly admitted students 19 or older, transfer students and continuing students.
      - ai) 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.
    - ii. SUV Single Student Apartments are located primarily in University Village. Apartments in Schilleter Village are reserved for Family Housing.
  - c. **Schilleter Village Apartments**
    - i. 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.

- ai) Occupants will be limited to the resident plus four family members and will include no more than three school-age children. Eligible family members include spouse, domestic partner, legal dependents, siblings and parents.

ii. Only one contract is permitted in each Schilletter Village apartment.

- iii. SUV Family Housing Apartments are located primarily in Schilletter Village. Apartments in University Village are reserved for Single Student Housing.

## 2. Exceptions to Neighborhood Specific Eligibility

- a. Athletes – Based on team-living requirements and the need for housing during summer and winter breaks, 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 they may live with upper-division team members. Only coaches may request this and permission is granted to teams, not individuals.
- b. Siblings - Newly admitted students 18 and under, may request permission, in writing, to live with an older sibling in Buchanan Hall, Frederiksen Court or SUV. Permission will be granted only so long as the siblings live together.

## D. Special Populations

- a. Postdocs – Postdocs must be registered for a minimum of one credit each semester in order to be eligible to live in on-campus student housing. If space is available, non-registered Postdocs may live in DOR Guest Housing, at the Guest Rate. Guest Housing is available only in Schilletter Village.
- b. ISU Affiliates – If space is available, ISU affiliated adults (i.e. ISU faculty or staff members or other individuals with a documented relationship with ISU) may live in DOR Guest Housing, at the Guest Rate. Guest Housing is available only in Schilletter Village. An ISUCard is required for consideration.

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## III. FEES

### A. Payment of Fees

1. Housing and dining fees are payable according to the university fee payment schedule.
2. For information on payment options and consequences for non-payment please review the Accounts Receivable website: <http://www.public.iastate.edu/~u-bill/>.
3. Failure by the resident to pay fees does not constitute cancellation of this contract.

### B. Assessment of Fees

1. All fees for housing and dining are assessed through the University Bill.
2. For contracts submitted prior to the contract begin date, room and board fees begin to accrue on the contract begin date. Checking in after the contract begin date does not result in a reduction of any fees.
3. For contracts submitted after the regular contract begin date, prorated room and board fees begin to accrue **once the resident is assigned**.
4. Should a resident cancel his/her contract, become ineligible to live on-campus, or have his/her contract terminated, room and board fees will continue to accrue until the date that the resident checks out according to the procedures outlined in the Policy Handbook for their area.
5. Residents who check-out of their assignment less than two weeks prior to the end of their contract WILL NOT receive a refund of ANY fees.

### C. Rates

1. Rates assessed for housing and meal plans vary depending upon the room assigned and dining options selected. Proposed rates for 2011-2012 are presented to the Board of Regents (BOR), State of Iowa, at the March meeting; final approval is made at the April or May meetings. Prior to final approval, residents may view the proposed rates on the DOR's Web site. These are illustrative only and are subject to change with Board approval. The DOR website will be updated once approved rates are available.
2. The BOR 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 impacted residents informing them of the change. Residents then have 20 days from the date of this notification to cancel their contracts without penalty.

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

#### 3. Residence Hall Rates

- a. Residence Hall rates are billed prior to the start of each semester and include furnishings specified in the Policy Handbook, as well as all utilities including water, gas, electric, University high-speed Ethernet, wireless internet and expanded basic cable. **Residents may use AccessPlus (<https://accessplus.iastate.edu/>) to contract for landline telephone service through ISU Telecomm.**

#### 4. Frederiksen Court Rates

- a. Frederiksen Court rates are billed prior to the start of each semester and include 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.

#### 5. SUV Rates

- a. SUV rates are billed prior to the start of each semester and include garbage removal, water, high speed DSL internet, and expanded basic cable.

i. Monthly billing may be requested on-line in AccessPlus.

- ai) Some individuals, including those who have had non-payment issues (as determined by the Accounts Receivable office), may not be permitted to exercise this option.

bi) The deadlines to request this option are: July 15, 2011 for fall, December 15, 2011 for spring and April 15, 2012 for summer.

- b. Residents **will be billed monthly** for electricity used, as recorded by the apartment electric meter, with a minimum charge of \$5.00 per billing period. Natural gas is contracted and paid for by the resident(s) through Alliant Energy. Residents may use AccessPlus to contract for telephone service through ISU Telecomm. Other items included in SUV rates are as follows:
- c. The rate for University Village furnished apartments includes furnishings specified in the Policy Handbook.
- d. The rate for University Village pet apartments includes additional monthly pet rent.
- e. The rate for SUV family apartments includes Ames Community School District tuition
  - i. The DOR is assessed and will pay tuition to the Ames Community School District for up to three (3) school aged, legally dependent children residing with any contracted resident in family housing.
  - ii. To be eligible, these children must be listed on the housing contract at the time it is submitted. 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.
  - iii. Any tuition charges assessed to the DOR for dependent children not indicated on the contract or reported to the SUV Office, or for more than three children in one apartment, will be charged to the contracted resident.
- f. **All Schilleter Village family apartments are designated as PRIVATE. Only one contract is permitted per family.**
- g. In two-bedroom **University Village** apartments, single student residents may contract for the unit as **PRIVATE** or **SHARED**.
  - i. Residents selecting a SUV pet apartment are required to contract as Private unless they are part of a roommate pair. In the event that a roommate moves out of a pet apartment, the apartment will revert to Private **and will remain Private until the resident identifies a new roommate.**
  - ii. SUV single student residents in **PRIVATE** apartments do not have a roommate and pay full rent and utilities.
    - aii) Residents in Private units may request, in writing, a switch to the Shared option by no later than **August 1, 2011** for contracts that begin fall 2011 and **December 15, 2011** for contracts that begin spring 2012 and **April 15, 2012** for contracts that begin summer 2012.
    - bii) After these deadlines, residents may request to switch from Private to Shared only if they have identified their own roommate. Rent and electricity costs will be divided in half as of the date the second resident officially checks in.
  - iii. SUV single student residents in **SHARED** apartments agree to have a roommate.
    - aiii) Each resident pays half of the rental rate and half of the cost of electricity usage. Shared arrangements for payment of telephone and natural gas are at the discretion of the assigned residents.
    - biiii) In Shared apartments with only one assigned resident, all utility costs are paid by the assigned resident.
  - iv. Residents in Shared apartments may request to switch to the Private option at any point prior to being assigned a roommate. Full rent charges will begin as of the date the resident submits their written request or when a vacancy occurs in their apartment, whichever happens last.

#### D. Other Fees

1. **Dues** - All on-campus residents are assessed student government / community council dues as outlined in the Policy Handbook for their area.
2. **Prepayments** - 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 2012 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.**
3. **Damages / Vandalism** - Residents are responsible for the conditions of their assigned space and associated common areas. Charges will be assessed for areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs. Residents will be held equally responsible for damages / vandalism that cannot be contributed to a specific roommate or community member.

## IV. GENERAL

### A. Assignments

1. **Current ISU Students** select their own fall assignments during Recontracting, held during the preceding spring semester.
  - a. Current ISU Students 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. Current ISU Students who do not submit a contract prior to the last Friday of the spring semester, will be required to submit a New Student contract and preferences and will be assigned according to the New Student process.
    - i. In this case, the Current ISU Student cancellation deadline still applies. See section V.B for more details.
2. **New Student** contracts become available July 1 of the preceding year (i.e. July 1, 2010 for 2011-2012 contracts). To submit a housing contract, New Students must first accept their admission to ISU.
  - a. Assignments are based on preference requests, roommate requests and the availability of housing types. Space limitations may prevent a specific housing and roommate request from being honored. New Students 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.
  - 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. It is **STRONGLY SUGGESTED** that New Students submit their housing contracts on-line using Access Plus.

3. The University may alter a resident'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. Failure to Accommodate a Roommate

1. Residents assigned to rooms, suites and apartments that are not filled to capacity, and who have not been given permission to have their assignment as a Double as Single, Triple as Double or Private Apartment, are required to keep the vacant space ready for a new roommate at all times. A clean, clear and equitable amount of space must be available, including bed, closet, desk, and floor space. In locations with bathrooms and/or kitchens, this includes shelves, cupboards, counters and appliances.
  - a. Residents who do not maintain the vacant space in their room / suite / apartment clean and available and/or who refuse to accept a new roommate when one is assigned will face the following consequences:
    - i. The vacant spaces will be converted to a Double as Single, Triple as Double or Private Apartment retroactive to the start of the contract or the date the vacancy occurred, whichever came first. The remaining resident(s) will be responsible for paying the additional fees associated with that assignment status. This status will remain effective until such time that the resident finds their own roommate.
    - ii. The DOR, based upon occupancy levels, may opt to terminate the contract of the resident, in which case the resident will be responsible for all applicable penalties according to the date of termination. See section V for more details.

#### C. Room Use

1. Except as indicated in sections IV.D and V.H 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.
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.
  - a. In rooms where a Double as 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.
4. Room personalization/modifications may only be made according to the DOR guidelines published in the Policy Handbooks.

#### D. Apartment Subcontracting – FREDERIKSEN COURT AND SUV ONLY

1. Definitions
  - a. Contractee – The resident 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 students 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.

#### E. Assignment Changes

1. Residents may, without penalty, change their assignment to any available on-campus location for which they are eligible.
  - a. Single student residents wishing to move to a **Residence Hall, Frederiksen Court or University Village Single Student** assignment may use AccessPlus to view available vacancies and select a new assignment.
    - i. At specific times of year, AccessPlus will not be available for administrative reasons. During these times, AccessPlus will display the next assignment change availability.
  - b. Residents contracted as family who wish to move to/within **Schilleter Village Family Housing** may email their request to the SUV office ([apartments@iastate.edu](mailto:apartments@iastate.edu)).
2. All assignment changes must be completed within 72 hours. Failure to complete the move within 72 hours may result in forfeiture of the new assignment and/or improper check out/in charges.
3. Once a resident has completed an assignment change, he/she is accountable for the meal plan requirements associated with the new assignment.
  - i. If a meal plan is required in the new area, the resident must select a meal plan. If a meal plan is not selected, the resident will be assigned the **Gold 225 plan**.

- ii. If a meal plan is optional in the new area, 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). The resident will be required to keep any Dining Dollar\$ that have already been issued.

#### F. 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.

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### V. CONTRACT CANCELLATION

#### A. Method

1. **UNDER NO CIRCUMSTANCES WILL VERBAL CANCELLATIONS BE ACCEPTED.** Notification of cancellation may be submitted as follows:
  - a. AccessPlus = On the Student Tab, select Campus Housing, then the term the cancellation is intended for. Then click the link titled "Cancel my housing contract" and follow the instructions on subsequent screens.
    - i. For New Students, this method is not available until June 1, 2011 for contracts that begin fall and December 15, 2011 for contracts that begin spring.
  - b. 2011-12 Housing Contract Cancellation Form = Available on the DOR web site, this form and any accompanying documentation may be submitted as follows. If mailed, the postmark on the envelope will be considered the date of cancellation:
    - i. U.S. Mail = Department of Residence Administrative Office, 2419 Friley Hall, Ames, IA 50012-0003
    - ii. E-mail = [housing@iastate.edu](mailto:housing@iastate.edu)
    - iii. FAX = 515-294-0623
  - c. Newly admitted students canceling *both* their ISU admission acceptance *and* housing contract should notify only the Office of Admissions. The housing contract will be cancelled using the Admissions cancellation date. Cancellation must be received by Admissions 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. Deadlines

1. Individuals who cancel their contract on or before the following dates may do so without penalty. **CANCELLATION AFTER THESE DATES WILL RESULT IN CANCELLATION PENALTIES** (section V.C.).
  - a. For individuals 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, 2011** for Continuing ISU Students (section I.C.1.a)
    - ii. **May 1, 2011** for New Students (section I.C.1.b).
  - b. For individuals with a contract beginning the spring 2012 semester, the cancellation deadline is **November 1, 2011**.
2. Individuals 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.

#### C. Check-Out Procedures

1. For individuals who leave housing after checking in to their assignment, submitting a notification of cancellation does not automatically cancel the contract. The resident must also complete a proper check-out according to the procedures outlined on the DOR web site.
2. Room and board fees will continue to accrue until the date the resident officially checks out. Failure to complete a proper check-out will also result in a \$50 improper check-out charge, lock change charges and/or cleaning and maintenance charges.

#### D. Penalties

1. Residents who cancel their contract after the Cancellation Deadlines (section V.B.) will incur the following penalties:
  - a. **80% Penalty** – The resident will be required to pay 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 **Gold 225 meal plan**.
  - b. **Forfeiture of Prepayment** – Those residents who are required to pay the \$125 prepayment (section III.A) will forfeit the \$125 prepayment.
2. 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.
3. In some situations, exceptions to the cancellation penalties may be made. See section V.E. of these terms for more information.

#### E. Contract Terminations

1. The DOR may terminate the contract of any resident at any time for 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. 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 the unused portion of 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 will not be charged the 80% penalty and 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 **the remainder of the contract period**.
- 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 in the DOR Administrative Office and on the DOR Web site. Generally, waivers are only approved for verified medical leaves of absence and the following ISU approved, for-credit opportunities located 30 or more miles from campus:
    - ai) Academic requirement
    - bi) Student teaching
    - ci) Cooperative program
    - di) Internship
    - ei) 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 dwelling, registered with the Office of Greek Affairs, that is 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.E.7.c 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 provides exceptions to the 80% penalty which allow some 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 Dollar\$ and un-issued Dining Dollar\$ 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 Weekly 21 meal plan.
- ci) The housing prepayment will be forfeited (if paid).
- ii. Residents 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.

#### 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](mailto:housing@iastate.edu)).
  - c. The appeal must contain the resident's full name, ISU ID number and e-mail address as well as rationale as to why an exception to the cancellation penalty is warranted. The appeal should also be accompanied by any supporting documentation necessary.
  - d. Once all materials are submitted, they will be reviewed and a decision will be communicated, 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. The Contract Appeals Board 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.
  - d. The decision of the Board is final and may not be appealed.

#### H. 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 resident 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 resident 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 resident assuming the contract must be the same gender as the remaining residents of the apartment.
3. In SUV shared apartments, the resident 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.

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## VI. DINING

### A. Meal Plans

1. For a complete listing of available meal plans please visit the ISU Dining Web site.
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. Dining Terms and Conditions

1. It is the resident's responsibility to become familiar with the ISU Dining Contract Terms and Conditions and Policies.

### 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 **Gold 225 plan**.
2. Residents assigned to Frederiksen Court, SUV and Wallace and Wilson halls 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.