

## 2015–2016 ON-CAMPUS HOUSING CONTRACT TERMS AND CONDITIONS for Residence Halls and Apartments

Revised: February 2015

This document covers fall 2015, spring 2016 and summer 2016. Significant changes from the 2014-2015 terms and Conditions appear in **yellow**.

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### I. INTRODUCTION

This document establishes the Department of Residence (“DOR”) On-Campus Housing Contract (“contract”) Terms and Conditions (“terms”) for housing and dining service in all residence halls and the Frederiksen Court, Legacy, ISU West, and Schilleter & University Village (SUV) apartments.

**THIS CONTRACT IS A LEGALLY BINDING AGREEMENT BETWEEN IOWA STATE UNIVERSITY (“ISU”) AND THE CONTRACT SIGNATORY (“RESIDENT”).**

It is the responsibility of the resident to become familiar with all provisions of this contract. Along with the terms, all policies and regulations outlined in the [University Policy Library](http://www.policy.iastate.edu/), (<http://www.policy.iastate.edu/>), the [Policy Handbook for Residence Halls and University Owned/Operated Apartments](#), the DOR website (<http://housing.iastate.edu/>), the [ISU Dining Terms and Conditions and Policies](#), and the ISU Dining Website (<http://dining.iastate.edu/>) are hereby incorporated into this contract and are binding on all parties.

No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied.

#### A. Contract Type

1. The DOR offers two types of contracts: Academic Year and Summer.
  - a. Academic Year contracts provide housing during the fall and spring semesters.
    - i. Academic Year contracts may begin the fall or the spring semester.
      - a) Contracts that begin fall semester automatically include spring semester. Fall semester only contracts are not available. Residents who leave ISU at the end of fall semester can request the spring portion of their contract be waived (section VI.E.7.).
      - b) 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 Buchanan, Wallace, and Wilson halls close and residents must vacate during this time. Frederiksen Court, Legacy, ISU West, and SUV apartments remain open.
  - b. Summer contracts provide housing during the summer term. Beginning and end dates vary according to session.
    - i. For summer 2016 only Frederiksen Court, Legacy, ISU West, and SUV are available for housing. Specific apartments in these areas may not be available due to maintenance / cleaning needs.

#### B. Contract Dates

1. **Contract Begin Dates**
  - a. Fall Semester – start dates for academic year contracts are as follows:
    - i. Frederiksen Court, Legacy, ISU West, and SUV contracts begin **Saturday, August 15, 2015**. Check-in begins this same day.
    - ii. Residence Hall contracts begin **Thursday, August 20, 2015**. Check-in dates are as follows:
      - a) **Tuesday, August 18, 2015** – newly admitted residents assigned to even numbered rooms
      - b) **Wednesday, August 19, 2015** – newly admitted residents assigned to odd numbered rooms
      - c) **Thursday, August 20, 2015** – all Current residents
    - iii. With the exception of summer residents who transition to fall housing, residents who receive keys to their fall on-campus assignment prior to their check-in date are considered Early Arrivals and are subject to additional room fees (section III.B.2.).
  - b. Spring semester – all on-campus contracts begin **Thursday, January 7, 2016**. Check-in begins this same day.
    - i. Early Arrival is not permitted at the start of the spring semester.
  - c. Summer semester – contract start dates vary according to session and student status as follows:
    - i. Spring residents who contract for summer will transition to their summer assignment **May 8 – 14, 2016**.
    - ii. **Saturday, May 14, 2016** – new residents with Full Summer or Session 1 contracts.
    - iii. **Saturday June 4, 2016** – new residents attending Orientation prior to the start of Trial Enrollment

- iv. **Saturday, June 11, 2016** – new residents with Session 2 contracts and Trial Enrollment students who opt not to attend Orientation.

## 2. Contract End Dates

- a. **Fall Semester** - non-graduating residents who have cancelled the spring portion of their contracts (section VI.E.4.) must vacate their assignment by **12:00 noon on Saturday, December 19, 2015**. Residents who graduate must vacate their assignment by 6:00 pm.
- b. **Spring Semester** - non-graduating residents who will not continue in on-campus housing for summer must vacate their assignment by **12:00 noon on Saturday, May 7, 2016**. 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 8 – 14, 2016**.
- c. **Summer** - contract end dates vary according to session and student status as follows:
  - i. **Saturday, July 9, 2016** – residents with Session 1 only contracts must vacate by 12:00 noon.
  - ii. **Saturday August 6, 2016** – residents with Full Summer, Session 2, or Trial Enrollment contracts who DO NOT have a fall assignment must vacate by 12:00 noon.
  - iii. Residents who will be continuing in on-campus housing will transition to their fall assignment **August 6 – 10, 2016**.

## C. Resident Type

- 1. For the purposes of this contract residents are defined as follows:
  - a. **Current Students** are those students, 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 or longer gap in on-campus residency that was not due to waiver. These students are not eligible to select their own assignments during Recontracting.

## 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).
- 2. Individuals required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A, are not eligible to live in university housing.
- 3. Residents found responsible for violations of the rules and regulations of the DOR set forth in the terms, the Policy Handbook or the Student Disciplinary Regulations, may receive a disciplinary sanction resulting from a judicial hearing, including possible termination of the contract (section V.).

### B. Neighborhood Eligibility Requirements

- 1. Age eligibility is determined as of **September 1, 2015** for contracts that begin fall 2015, **February 1, 2016** for contracts that begin spring 2016 and **June 1, 2016** for contracts that begin summer 2016.
  - a. **Buchanan Hall, Richardson Court, Union Drive, and Wallace and Wilson Halls**
    - i. These areas of campus are available to all eligible students.
  - b. **Frederiksen Court, Legacy, ISU West, University Village Apartments**
    - i. These areas of campus are available to all eligible New Students 19 or older and all eligible Current Students.
    - 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, and/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 Schilleter Village apartment.
    - iii. SUV Family Housing Apartments are located primarily in Schilleter 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, New Students 18 and under, who are members of specific ISU athletic teams, receive permission to live in 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** – New Students 18 and under, may request permission, in writing, to live with an older sibling in Frederiksen Court, Legacy, ISU West, or University Village. Permission will be granted only so long as the siblings live together.

- c. **Frederiksen Court Building 43** – This building is set aside as residence hall overflow housing designated for new students classified by Admissions as first-year, first-time freshmen.

### C. 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 Schilleter Village.
- b. **ISU Affiliates** – If space permits, ISU affiliates (i.e. ISU faculty, staff, 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 Schilleter Village. An ISUCard is required for consideration.

## III. FEES

### A. Payment of Fees

1. Housing and dining fees are payable according to the university fee payment schedule. For information on payment options and consequences for non-payment please review the Accounts Receivable website: <http://www.public.iastate.edu/~u-bill/>.
2. 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 U-Bill.
2. For contracts submitted prior to the contract begin date, room and board fees begin to accrue on the contract begin date.
  - a. Early Arrivals (section I.B.1.a.iii.) are charged early arrival fees (section III.D.4) beginning the date they check-in and accept possession of their keys, regardless of whether or not they actually begin living in the space.
  - b. Checking in after the contract beginning date does not result in a reduction of any fees.
3. For contracts submitted after the regular contract begin date, room and board fees begin to accrue once the resident is assigned.
4. Should a resident leave on-campus housing, 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. Depending on the reason for departure, cancellation penalties may apply (section VI.).
  - a. Residents who check-out during the last 14 days of any term are not eligible for refunds 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 2015-2016 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 Website. 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 a 30 day advance notice. If rates increase during the contract term, an e-mail notice will be sent to all impacted residents informing them of the change. Residents then have 30 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. Residents are required to pay the rate associated with their assignment. If, for any reason, the resident is required / chooses to move to a new location with a different rate, prorated charges / credits will be assessed to the resident's U-Bill to reflect the new rate.
4. **Residence Hall, Frederiksen Court, Legacy, and ISU West Rates** – these 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, high-speed Ethernet, wireless internet, and expanded basic cable. Residents may use AccessPlus (A+, <https://accessplus.iastate.edu/>) to contract for landline telephone service through ISU Telecomm.
5. **SUV Rates**
  - a. SUV rates are billed prior to the start of each semester and include electricity, garbage removal, water, high speed DSL internet, and expanded basic cable.
    - i. Monthly billing is no longer available as of the beginning of fall 2015.
  - b. Natural gas is contracted and paid for by the residents through Alliant Energy. Residents may use A+ 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 as specified in the Policy Handbook.
  - d. The rate for SUV pet apartments includes additional pet rent. This additional rent is non-refundable. It covers the normal maintenance and cleaning associated with an apartment where pets are present. It does not cover excessive damage.
  - e. The rate for SUV family apartments includes Ames Community School District tuition.
    - i. The DOR 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**. The **PRIVATE** option may not always be available due to occupancy restrictions.
  - i. Residents selecting an SUV pet apartment are required to contract as Private unless they are part of a roommate group, regardless of pet ownership. Based on occupancy restrictions, selection of pet apartments may be limited to roommate pairs only.
    - ai) In the event that a roommate moves out of a pet apartment, the apartment will revert to Private and will remain Private until the remaining resident, regardless of pet ownership, identifies a new roommate.
  - ii. SUV single student residents in **PRIVATE** apartments do not have a roommate and pay full rent and utilities.
    - a ii) Residents in Private units may request, in writing, a switch to **SHARED** by no later than July 15, 2015 for contracts that begin fall 2015; December 15, 2015 for contracts that begin spring 2016; and April 15, 2016 for contracts that begin summer 2016.
    - b ii) After these deadlines, residents may request to switch from Private to Shared only if they have identified their own roommate. Rent will be prorated and divided as of the date the second resident officially checks in.
  - iii. SUV single student residents in **SHARED** apartments agree to have a roommate.
    - a iii) Each resident pays half of the rental rate. Arrangements for shared payment of telephone and natural gas are at the discretion of the assigned residents.
    - b iii) In Shared apartments with only one assigned resident, all utility costs are paid by the assigned resident.

#### D. Other Fees

- 1. **Dues** – Residents are assessed student government / community council dues as outlined in the Policy Handbook.
- 2. **Prepayments** – New undergraduate students 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 2016 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 VI.B.) will result in loss of the prepayment.
- 3. **Damages / Vandalism / Keys** - Residents are responsible for the security of their keys and the conditions of their assigned space and associated common areas.
  - a. Lock change and key replacement charges will be assessed for lost keys.
  - b. 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 attributed to a specific roommate or community member.
- 4. **Early Arrival, Late Stay, Improper Check-Out** – Administrative / room fees will be assessed to residents who do not follow the procedures and timelines in these terms (section VI. C) and/or outlined in the Policy Handbook.

#### E. Appeal of Fees

- 1. Residents may contest charges they have been assessed (not including contract prepayments, room rates, or cancellation penalties) according to the procedure outlined in the Policy Handbook.
  - a. To appeal cancellation fees, see section VI.G.

### IV. GENERAL

#### A. Assignments

- 1. This contract is for an assigned space and not for a specific building/hall, house, apartment/room number, or roommate.
- 2. Current Students select their own fall assignments during Recontracting, held during the preceding spring semester.
  - a. For Current Students with active contracts who have not selected an assignment by March 1, the DOR will terminate the contract on March 1 so the resident can avoid the cancellation penalty (section VI.D.).
  - b. **AFTER MARCH 1, CONTRACTS WILL NOT BE ACCEPTED FROM CURRENT STUDENTS UNTIL ALL NEW STUDENTS HAVE BEEN ASSIGNED.**
    - i. If space remains following the New Student summer assignment process (typically late-July), the DOR website will be updated to notify Current Students that they may once again contract. Current students will be required to submit preferences and assignments will be made according to the same process used for New Students (section IV.A.3.).
- 3. New Student contracts become available in June of the preceding year (i.e. June 2014 for 2015-2016 contracts). To submit a housing contract, New Students must first accept their offer of 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, which typically begins May 1. Changing preferences does not impact contract priority date.
  - b. Assignments are made on a first-come, first-served basis with priority being determined by the date that a student's completed contract is received by the DOR. It is **STRONGLY SUGGESTED** that New Students submit their housing contracts on-line using A+.

4. 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 other reason determined by the University to be of benefit to the resident or University.
5. In locations where Residential Learning Communities or Theme Houses exists, students may be required to meet certain criteria (major, GPA, etc.) in order to be eligible to be assigned to that location. Once assigned, loss of eligibility may result in reassignment out of the Residential Learning Community or Theme House. A list of Residential Learning Communities and Theme Houses and their eligibility criteria can be found on the DOR website: <http://housing.iastate.edu/places/rlc-th>.
  - a. In rare cases, exceptions may be made to allow students to live in a Residential Learning Community or Theme House location for which they would not otherwise be eligible. In these instances, the exception will be for one academic year only and the student will not be permitted to recontract for that space.

#### **B. Assignment Accommodations**

1. Residents who need a specific type of housing to accommodate a medical issue or disability must participate in the Housing Accommodations Request process outlined on the DOR website: <http://housing.iastate.edu/contracts/requests>.
  - a. Requests should be submitted as early as possible – preferably at the same time the resident contracts for housing. Requests received after May 1, 2015 for fall semester and December 1, 2015 for spring semester are considered late and appropriate space may no longer be available to accommodate requests.
  - b. Submitting preferences on the housing contract do not guarantee an assignment in the preferred areas (section IV.A.3.).
  - c. In addition to submitting a Housing Accommodation Request, residents requesting an accommodation for an Assistance Animals should review the [Assistance Animals policy](http://www.policy.iastate.edu/policy/assistanceanimals) in the Policy Library: <http://www.policy.iastate.edu/policy/assistanceanimals>.
    - i. Individuals approved for an Assistance Animal will also be required to submit an Animals in Housing Form and supporting documentation prior to bringing the animal to campus.
2. Residents who have other reasons for needing a specific type of housing should contact the DOR as soon as possible for guidance.

#### **C. 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 residents will be responsible for paying the additional fees associated with that assignment status. This status will remain effective until such time that the residents find their own roommates.
    - 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 (section V.).
2. Residents sharing an assignment with a student who has an Assistance Animal are expected to treat their roommate and the Assistance Animal with respect, but are not required to care for the animal and are not required to be tolerant of an animal's poor behavior. The [Assistance Animals Policy](#) in the Policy Library and the Policy Handbook provide details on how to report concerns.
  - a. Should a dispute arise between roommates in an assignment with an Assistance Animal, the residents will be asked to participate in an interactive mediation process to resolve differences. In the event differences cannot be resolved, the resident(s) without the Assistance Animal may be required to relocate.

#### **D. Room Use**

1. Except as indicated in section VI.F. of this contract, residents are not permitted to 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 Handbook.

#### **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, Legacy, ISU West, or University Village Single Student** assignment may use A+ to view available vacancies and select a new assignment.
    - i. At specific times of year, A+ will not be available for administrative reasons. During these times, A+ 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. Residents who make an assignment change in A+ may check-in at the Hall Desk / Apartment Community office associated with their new assignment no earlier than 12:00 noon the following day.
3. All assignment changes must be completed within 72 hours from the time the resident receives their new keys. Failure to complete the move within 72 hours may result in forfeiture of the new assignment and/or improper check out/in charges.
4. Following an assignment change, the resident will be accountable for the meal plan requirements associated with the new assignment.
  - i. If a Semester Meal Plan is required in the new area, the resident must select a plan in A+ within seven days or he/she will be given the Gold Plan.
  - ii. If a Semester Meal Plan is optional in the new area, the resident may cancel his/her Semester 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.
5. Residents who make an assignment change are required to pay the (prorated) rate associated with the new assignment (section III.C.3.).

#### 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 by their parent's homeowner's policy.

### V. CONTRACT TERMINATIONS

#### A. Termination Reasons

1. Contract Term / Policy Violation – The University may terminate a resident's contract at any time for violation of the contract terms or DOR / University policy. In the event that the University terminates a contract, the resident will be responsible for applicable penalties (section VI.D.).
2. No Show – Contracts will be terminated for residents who do not check in to their assignments by 5:00 p.m. on the first day of classes and who have not notified the DOR that they will be arriving late. If the resident enrolls or remains enrolled he/she will be responsible for all applicable penalties (section VI.D.). If the resident does not enroll, penalties will be the same as if the resident had withdrawn (section VI.E.2.).
3. Loss of Eligibility – Contracts will be terminated for residents who become ineligible to live on-campus (section II.A.). The resident will be responsible for all applicable cancellation penalties.
  - a. Residents who become ineligible to live on-campus due to lack of enrollment, may request, in writing (e-mail preferred to [housing@iastate.edu](mailto:housing@iastate.edu)), a one-time only exception to the enrollment requirement. The request should contain the resident's full name, ISU ID number and e-mail address and rationale as to why permission is being sought. The request should also be accompanied by any necessary 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 residents in poor financial standing with ISU or who have been disruptive to the residential community.
  - 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 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.
  - e. This option is not available to Postdoctoral Research Associates (Postdocs) or ISU Affiliates. Please see section II.C. for more information on housing options for these groups.

#### B. Termination after Check-In

1. If contract termination occurs prior to check-in, the resident will not be permitted to check-in.
2. If contract termination occurs after the resident has checked-in the DOR will send the resident notification via email/campus mail. The resident must properly check-out of his/her space, according to the procedures outlined in the Policy Handbook, by the deadline indicated 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.
  - d. The resident may also be charged for any cleaning, maintenance or damage.

## VI. CONTRACT CANCELLATION

### A. Method

1. **UNDER NO CIRCUMSTANCES WILL VERBAL CANCELLATIONS BE ACCEPTED.** Notification of cancellation may be submitted as follows:
  - a. A+ – On the Student Tab, select Campus Housing, then the term for which the cancellation is intended. Click the link titled “Cancel my housing contract” and follow the instructions on subsequent screens.
    - i. Some New Students may not yet have access to A+ and will need to submit a 2015-16 Housing Contract Cancellation Form.
  - b. 2015-16 Housing Contract Cancellation Form – Available by contacting [housing@iastate.edu](mailto:housing@iastate.edu), this form and any accompanying documentation may be submitted via the methods indicated on the form. If mailed, the postmark on the envelope will be considered the date of cancellation.
  - c. New Students cancelling *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 VI.B.) to avoid penalties (section VI.D.).
    - 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. Residents who cancel their contracts or whose contracts are terminated (section V) on or before the following dates may do so without penalty. **CANCELLATION AFTER THESE DATES WILL RESULT IN SUBSTANTIAL CANCELLATION PENALTIES** (section VI.D.).
  - a. For residents with a contract for the full academic year, including students on waiver for the fall portion of the contract (section VI.E.7.), the cancellation deadline is:
    - i. **March 1, 2015** for Current Students (section I.C.1.a.)
    - ii. **May 1, 2015** for New Students (section I.C.1.b.).
  - b. For residents with a contract beginning the spring 2016 semester, the cancellation deadline is **November 1, 2015**.
2. Residents who submit a contract after the associated cancellation deadline has passed will have two weeks (fourteen days) following the receipt date of their contract to cancel without penalty.

### C. Check-Out Procedures

1. For residents 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 website.
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, damage, and maintenance charges.

### D. Penalties

1. Residents who cancel their contract after the Cancellation Deadlines and remain a student at ISU (section VI.B.) will incur a penalty equal to 80% of the value of their entire housing and dining contract - both fall and spring.
  - a. **Housing** – This could be as high as \$6,329 depending upon assignment. Unassigned residents will be assessed 80% of a Wallace-Wilson double room.
  - b. **Dining** – This could be as high as \$3,343 depending upon meal plan. Residents in an area where a Semester Meal Plan is required who have not yet selected a meal plan will be assessed 80% of a Bronze Plan.
    - i. Residents assigned to an area where a Semester Meal Plan is required may cancel their meal plan only if they are also cancelling their housing.
  - c. **Forfeiture of Prepayment** – Those residents who are required to pay the \$125 prepayment (section III.D.2.) will forfeit the \$125 prepayment.
  - d. Residents who cancel their housing and remain enrolled at ISU may opt to keep their meal plan. In this case, the cancellation penalty will be applied only to the housing portion of the contract.
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.

### E. Contract Penalty Exceptions

1. In the following situations, residents may qualify for an exception to or reduction of cancellation penalties (section VI.D.). In all cases, daily room / apartment fees will continue to accrue until the date that the resident checks out of their assignment (if checked in).
2. **Academic Dismissal, Transfer, or Withdrawal**
  - a. Residents no longer enrolled at ISU are not eligible to live on-campus (section II.A.) and their housing contracts will be cancelled. The 80% penalty will be waived, unused Dining Dollars (DD\$) and unused meals will be refunded according to the ISU Dining usage table (<http://dining.iastate.edu/meal-plans/balance>), and the prepayment, if paid, will be forfeited.
  - b. Residents who re-enroll the same semester they have cancelled may be responsible for the 80% penalty based upon the original date of cancellation.
3. **Financial**
  - a. Residents must submit a written appeal and supporting documentation that verifies a significant, unforeseen, and uncontrollable decline in the resident's financial status since the applicable cancellation deadline (section VI.B.) has passed.

- b. If approved, the 80% penalty will be waived, unused DD\$ and unused meals will be refunded according to the ISU Dining usage table, and the prepayment, if paid, will be forfeited.

#### 4. Graduation at the End of Fall Semester

- a. Residents who graduate from ISU in December must notify the DOR (via A+) of their intent to leave housing at the end of the fall semester. Actual graduation will be verified by the DOR via university records. If verified, the 80% penalty will be waived, there is no refund of unused DD\$ or meals, and the prepayment, if paid, will be refunded.
- b. Eligible residents who opt to continue their contract beyond graduation forfeit their graduation status for the remainder of the contract.

#### 5. Medical

- a. Residents must submit a written appeal and supporting documentation from a physician that verifies a medical issue that cannot be accommodated in on-campus housing. The DOR may request clarifying information from the physician and/or seek opinion from the Thielen Student Health Center. If approved, the 80% penalty will be waived, unused DD\$ and meals will be refunded according to the ISU Dining usage table, and the prepayment, if paid, will be refunded.

#### 6. Military Deployment

- a. Residents must submit a written appeal and a copy of their military orders verifying a call to active duty. The DOR retains the right to request clarifying information from the commanding officer. If verified, the 80% penalty will be waived. Unused DD\$ and unused meals will be refunded in full, and the prepayment, if paid, will be refunded.

#### 7. Waivers

- a. Contract waivers are available to those residents on a verified medical leave of absence or who are participating in one of the following ISU approved, for-credit opportunities located outside the city of Ames, IA: academic requirement, student teaching, cooperative program, internship, or study abroad.
- b. Residents must submit a Waiver Form, available on the DOR website. If verified, cancellation penalties will be applied as follows:
  - i. 80% Penalty – Waived **ONLY FOR THE SEMESTER(S) THE RESIDENT IS AWAY**.
    - ai) Fall only waivers are required to return to housing for the spring semester. Failure to do so will result in an 80% penalty charge.
    - ii. Dining – Refunded **ONLY FOR THE SEMESTER(S) THE RESIDENT IS AWAY**. There is no refund of unused fall semester DD\$ or meals for spring only waivers.
    - iii. Prepayment – Refunded (if paid) for full academic year and spring semester waivers only.
  - c. Residents on waiver will receive special Waiver assignment priority for the semester immediately following their waiver period.
  - d. Residents on waivers 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 are not guaranteed that space upon their return to campus.

#### 8. University Affiliated (Greek) Housing

- a. For residents moving to Greek Housing, as determined by Greek Affairs, the deadlines to cancel with penalty (section VI.B.) are extended to **August 1, 2015**. After August 1, 2015, standard cancellation penalties (section VI.D.) apply.
- b. **Greek Penalty Exception**
  - i. The DOR provides exceptions to allow some residents to move to Greek Housing at a reduced penalty of 15%. Residents interested in this option should contact Greek Affairs for details and availability. **The DOR does not determine eligibility for, or distribution of, Greek Penalty Exceptions.** For residents offered an exception, once the move to Greek Housing is verified by Greek Affairs, cancellation penalties will be applied as follows:
    - ai) Housing – This could be as high as \$1,187 depending upon assignment. Unassigned residents will be assessed 80% of a Wallace-Wilson double room. The prepayment, if paid, will be forfeited.
    - bi) Dining – This could be as high as \$627 depending upon meal plan. Residents in an area where a Semester Meal Plan is required who have not yet selected a meal plan will be assessed 80% of a Bronze Plan. The 15% cancellation penalty will be applied in the same manner as the 80% penalty described in section IV.C.2 of the 2015-16 ISU Dining Student Contract Terms and Conditions.

#### F. Contract Assumption ~ **FREDERIKSEN COURT, LEGACY, ISU WEST, AND SUV ONLY**

- 1. Residents who wish to cancel their contract and remain enrolled may avoid cancellation penalties by finding a non-contracted, eligible student to assume their contracts. The following conditions apply.
  - a. The resident must notify the DOR, **PRIOR TO CANCELLATION**, of his/her intention to find someone to assume their contract.
    - i. Once the resident cancels the contract, he/she forfeits the assumption option and will be responsible for any cancellation penalties assessed.
  - b. If the resident has not identified an eligible student to assume the contract, he/she may create a flyer (template available on-line) and submit it to the DOR office. DOR staff will post the flyer and refer interested, eligible students to the flyer; however the DOR assumes no responsibility for finding someone to assume the contract.
    - i. Prior to move-in, the resident will have until the first day of classes to find an eligible student to assume the contract. Otherwise, the resident must either check in to the assigned space or cancel his/her contract and be charged the cancellation penalty.
  - c. The resident cancelling the contract will be released from the contract once the assuming resident submits a contract and checks-in. At that time the new resident becomes responsible for all of the contract terms.

2. In Frederiksen Court, Legacy, and ISU West the resident assuming the contract must be the same gender as the remaining residents of the apartment.
  - a. 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 a different gender.

#### **G. Appeal Process**

1. Residents who cancel their contract and who wish to appeal the cancellation penalty may do so according to the following process.
  - a. The cancellation penalty will remain on the resident's U-Bill during the appeal process and any late fees associated with the penalty are the responsibility of the resident.
2. **1<sup>st</sup> Level Appeal**
  - a. Residents interested in exercising this option must submit their appeal within 30 days of the penalty being assessed to their U-Bill.
  - b. All appeals must be submitted, in writing (e-mail preferred to [housing@iastate.edu](mailto:housing@iastate.edu), attention Contract Appeal).
  - 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 appeal submission. In some instances, staff may need to request additional information, in which case, a decision may take longer.
3. **2<sup>nd</sup> Level Appeal - The Contract Appeals Board**
  - a. If the 1<sup>st</sup> Level Appeal is denied, the resident may appeal to the Contract Appeals Board for additional consideration. The Contract Appeals Board meets a maximum of three times each semester.
  - b. Residents interested in exercising this option, must submit their appeal, in writing, within 10 business days of receipt of the 1<sup>st</sup> Level Appeal decision. 2<sup>nd</sup> Level Appeals should be addressed to: The Contract Appeals Board, Department of Residence Administrative Office, 2419 Friley Hall, Ames, IA 50012-0003.
  - c. This appeal should contain all of the information included in the 1<sup>st</sup> Level Appeal along with any additional information / documentation. The Board will review all submitted materials, including copies of the original 1<sup>st</sup> Level Appeal submission and decision.
  - d. The decision of the Board will be communicated in writing to the resident within 10 business days of the Board's meeting. The decision of the Board is final and may not be appealed.

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## **VI. DINING**

### **A. Meal Plans**

1. For a complete listing of available meal plans please visit the ISU Dining Website.
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. Fall and Spring Semesters
  - a. 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 Plan.
  - b. Residents assigned to Frederiksen Court, Legacy, ISU West, 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.
2. Summer Term
  - a. ISU students who contract to live in summer housing are not required to contract for a meal plan regardless of assignment.
    - i. This does not apply to summer conferences attendees or special program participants who may have meal plan requirements as part of their program participation.