



University of Southern Indiana 2008-2009 Residence Life/Food Service Contract

Office Use Only:
Building: _____ Apt/Room#: _____

Please type or print clearly. Complete instructions are given in the 2008-2009 Residence Life/Food Service Booklet.

- Contract Period: _____ 2008-2009 Academic Year (Fall and Spring) _____ Spring Semester 2009 ONLY
- Name _____ 3. Gender: _____ Male _____ Female
Last First Middle
- Social Identification Number: _____ 4. Telephone _____ 5. Birth date _____
- Permanent address: Street/Box _____
City _____ State _____ Zip _____
- E-mail address: _____
- Emergency contact person: _____ Relationship _____ Phone (home #) _____
Contact person's address: _____ Phone (work #) _____
Contact person's e-mail address: _____ Phone (cell #) _____
- Special services Needed: _____
Please explain _____
- Your preferences:
Keeps room tidy _____ Yes _____ No _____ No preference
Likes loud music _____ Yes _____ No _____ No preference
Early riser _____ Yes _____ No _____ No preference
Goes to bed early _____ Yes _____ No _____ No preference
- I am claimed on my parent(s) 2007 tax statement(s) as a dependent. _____ Yes _____ No
- Living-Learning Communities* (for students interested in residence hall living only, see the Housing Contract Booklet for more information):
_____ Emerging Leaders _____ Nursing/Health Professions _____ Business _____ Elementary Education
_____ Honors _____ Science, Technology, Engineering, Math _____ Global Community

CASHIER'S OFFICE USE ONLY
Contract and Deposit Received On:

*For Living-Learning Communities, you must fill out a separate application. Fill out the enclosed application and send it in with your completed 2008-2009 Residence Life/Food Service Contract and deposit. Applications are due by **March 1, 2008**.

For questions 13 and 14, please use the table below:

- Room Selection:** Please indicate preference by circling and placing a 1 for first preference, and 2 for second preference under the appropriate column to the right of your preferred living arrangement. If your first choice is unavailable, you will be assigned to your second, or next available location.
- Meal Plan:** Please indicate your meal plan choice by placing a check next to the meal plan in the "Preference" column below. **If you are placed in the residence hall, you must choose from the Red, White, or Blue plan.** If a meal plan is not chosen and you are placed in the residence hall, the White meal plan will be automatically assigned.

ROOM Preferences: <i>(See Housing Contract Booklet)</i>	Rates <i>per semester</i>	1st	2nd	MEAL Plans: <i>(See Housing Contract Booklet)</i>	Rates <i>per semester</i>	Preference
Residence Hall Suite				Select one: Red Eagle Plan*	\$1,649	
4 person/2 bedroom suite	\$1,675			White Eagle Plan*	\$1,610	
Single bedroom*/1 bedroom* (limited availability)	\$2,550			Blue Eagle Plan*	\$1,480	
Campus Apartments - Two Bedroom				Titanium Club Plan*	\$1,079	
4 person/2 bedroom	\$1,675			Platinum Club Plan*	\$789	
Super-Single bedroom*** (limited availability)	\$3,000			Gold Club Plan*	\$540	
Campus Apartments - One Bedroom				* All meal plans include dinners and lunches in the Loft.		
2 person/1 bedroom	\$2,023			** Super-Single bedrooms include a double bed and an entertainment center.		
Super-Single bedroom*** (limited availability)	\$3,765			‡ Private bathroom		

These rates have been set for the 2008-2009 Academic Year by the USI Board of Trustees. At any time, the Board of Trustees may elect to change the rates. Should a rate change occur, residents will be notified in writing by the university. Changes in housing/food service rates will not be considered grounds for contract termination.

- Are you transferring from another institution? _____ Yes _____ No If so, from where are you transferring? _____
- Roommate preference*: Student ID Number _____ Telephone number _____
(Do not provide a name.) (Student ID number is required.)
*To receive your roommate preference, you must send in your completed contract and \$200 deposit by March 1, 2008.
- I would be interested in living with an international student. _____ Yes _____ No
- Have you ever been convicted of a felony or any crime against another person(s)? _____ Yes _____ No
- Are you a 21st Century Scholar? _____ Yes _____ No

I acknowledge receipt of the 2008-2009 Residence Life/Food Service Contract and have read and agree to abide by the same, which are incorporated in this contract by this reference and made a part hereof. I also acknowledge that I have not been convicted of a felony. THIS CONTRACT COVERS THE PERIOD FROM MY CHECK-IN THROUGH THE CLOSING DATE INDICATED IN THE CONTRACT AND IS BINDING FOR THE ENTIRE PERIOD. I agree to abide by the regulations of the University and the terms and conditions of the 2008-2009 Residence Life/Food Service Contract and the 2008-2009 Campus Resident Handbook. Failure to abide by this contract or the guidebook is cause for action by the Department of Residence Life and the University of Southern Indiana.

Student's signature: _____ Date: _____

Parent/guardian's signature: _____ Date: _____

(Parent or guardian signature is required when the student is under 18 years of age at the signing of this contract.)

CONTRACT ACCEPTANCE

This contract is an academic year contract and is binding from receipt of your contract and deposit of \$200 through May 10, 2009.

Payment by Check or Money Order

Please include your name and Student ID number on the check or money order to ensure that your payment is credited properly.

Payment by Credit Card

The University of Southern Indiana accepts MasterCard, Visa, or Discover payments. To use one of these credit cards to pay your deposit, you must apply online or turn your contract in at the USI Cashier's window. The University will not accept credit card payments over the telephone.

The University of Southern Indiana does not waive its governmental immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this contract. This contract does not create a landlord-tenant relationship (see Indiana's Security Deposit Act—IC 32-7-5-1 et seq.) between the University and the student.

CONTRACT ELIGIBILITY

Students desiring to live in University housing must maintain nine (9) or more credit hours per semester. Exceptions to this requirement are those students who are enrolled in the University Options program, who are conditionally admitted to the University, or who have written approval from the director of Residence Life.

Students who are not making academic progress in their classes (i.e., failing to attend classes, being dropped from class for non-attendance, etc.) are considered in breach of contract and face contract termination (see **CONTRACT TERMINATION BY UNIVERSITY**).

CONTRACT MODIFICATIONS

Student-initiated modifications and/or exceptions to the Residence Life/Food Service Contract are not allowed. Students who believe they have a special circumstance must contact the department of Residence Life in writing or via e-mail at living@usi.edu. Residence Life reserves the right to modify the provision of services in whatever manner it determines appropriate to better serve student needs.

CONTRACT CANCELLATION

Full cancellation provisions apply under the following situations (see **CONTRACT CANCELLATION FEES**). Deposits are forfeited for any cancelled contract after April 1, 2007, for current residents and after June 1, 2007, for new students, even for contracts signed after these deadlines. A forfeited deposit cannot be used toward any Residence Life or University charges, including damage billings.

If you cancel your contract prior to the aforementioned deadlines, your deposit will be refunded. This cancellation must be done in writing either by sending a letter to the department of Residence life, e-mailing Residence Life at living@usi.edu, or filling out the online form at www.usi.edu/res.

CONTRACT TERMINATION BY UNIVERSITY

The following situations may be cause for contract termination by the University:

- Delinquent account (non-payment)
- Disciplinary action
- Failure to carry nine or more credit hours (three or more hours in summer session)
- Failure to submit immunization records
- Failure to make academic progress

The University, in the event of any disaster leaving University facilities or any portion thereof uninhabitable or inoperable for more than seven (7) continuous days, may cancel this contract. In addition to all rights contained herein of cancellation, declaration of default, or termination, the University reserves the right to cancel this contract without cause thirty (30) days after mailing written notice of cancellation to the student at the most recent address supplied to the University by the student. Notice will be mailed by certified mail, return receipt request. If the University elects cancellation under this provision, the University will refund any money due to the student according to the refund provisions of this contract.

CONTRACT RELEASE PROCESS

A student may request to be released from this contract prior to the end of the contract period for any one of the following reasons:

- Marriage as evidenced by a marriage certificate (marriage must have occurred during the contract period).
- Graduation from the institution.
- Withdrawal from the institution after September 1, 2008 for Academic Year contract, and after January 14, 2009, for Spring only contract.
- Assignment to a University-sponsored internship program, research project, co-op program, student teaching, military service, or other program that requires living away from Evansville or the Vanderburgh County area.
- A significant, unavoidable, and unanticipated change in circumstances beyond the resident's control, which occurs after the contract begins.

Finding less expensive housing off-campus, failing to get desired room assignment or roommates, being judicially removed from housing, or failing to receive financial aid because of ineligibility will not be considered a valid reason for contract release without the application of contract cancellation fees or refund of deposit. All cancellation penalties will be applied.

In order to provide information to state and University auditors' offices, students are required to provide documentation that verifies their request. Verification must be in the form of financial records, medical releases, unemployment notifications, etc. Personal letters from parents or students with no additional forms of documentation do not provide sufficient verification. Review is based on the student's initial claims of hardship. Additional claims after review will not be considered.

Withdrawal from the University

If you withdraw from the University of Southern Indiana during the contract period, you must:

- Contact the Registrar's Office and withdraw from classes
- Complete a Contract Cancellation/Deposit Request form
- Contact the Food Service office if you have a meal plan
- Contact the Financial Assistance Office if you have any form of financial assistance

Move out of Residence Life facilities within 24 hours of your withdrawal date. A Contract Cancellation/Deposit Request form must be on file in the Residence Life Center. Any unused portion of room and board will be credited to your account and will be based on the date you officially checked out of Residence Life. Students who withdraw prior to, or as a result of, pending judicial action will be assessed full cancellation fees as outlined in this contract. **This contract continues until such time as Residence Life approves an official contract release and the student vacates the facilities. Any property left in unit after vacating will be considered abandoned and disposed of.**

No-Shows

An applicant who does not officially check into an assigned room by 4 p.m. on the first day of classes will be considered a no-show and the contract will be terminated. A cancellation fee of \$200 will be assessed and the deposit will be forfeited. If you will be arriving past the 4 p.m. deadline on the first day of class, see Late Check In information in the contract booklet.

CONTRACT RELEASE PROCEDURE

Contract Cancellation/Deposit Request forms are available in the Residence Life Center or online at www.usi.edu/res. You must write a summary explaining the grounds for your request and must attach any supporting documentation regarding this summary. The director of Residence Life, or his/her designee, will review your request. You will then receive a formal response (within 10 business days) from the reviewer indicating the decision rendered. Failure to provide supporting documentation may result in denial of any refund.

HOUSING CONTRACT CANCELLATION FEES

A student who voluntarily, or for any of the reasons listed under "Contract Cancellation," "Contract Termination by University," or "Contract Release Process," officially cancels their housing after checking in will forfeit the deposit and be assessed cancellation fees based on the following schedule. Cancellation fees are assessed to recoup part of the spring semester cost for housing:

Cancellation Fee Schedule for 2008–2009 Academic Year Contract

- Week 1: 10% of the fall semester fee, plus 40% of the Spring semester fee
- Week 2: 20% of the fall semester fee, plus 40% of the Spring semester fee
- Week 3: 30% of the fall semester fee, plus 40% of the Spring semester fee
- Week 4: 40% of the fall semester fee, plus 40% of the Spring semester fee

Cancellation Fee Schedule for Spring 2008 only Contract:

- Before the 4th week: 40% of the Spring semester fee
- After the 4th week: No housing refund

NOTE: Cancelled private rooms will result in the same penalties, even if the student remains in housing.

MEAL PLAN CANCELLATION FEES (done through Food Service)

Red Eagle, White Eagle, and Blue Eagle Meal Plan Cancellation*

- Week 1: 10% of the Meal Plan Fee
- Week 2: 20% of the meal plan fee
- Week 3: 30% of the meal plan fee
- Week 4: 40% of the meal plan fee
- After the 4th week: No meal plan refund

- A billing week for the meal plan begins on Friday and ends on Thursday. Cancelled meal plans begin on the Friday following review and approval by the Food Service Appeal Committee.
- Cancellation of meal plans must be handled in person at the Food Service office, 812/464-1859, located on the lower level of the University Center. With approval of your meal plan cancellation, dining dollars are refundable for the full unused amount.
- **Titanium, Platinum, and Gold Meal Plan Cancellation:** These plan options are non-refundable unless requested within four weeks from the date of purchase. Proof of withdrawal from the University and housing will be necessary for the refund process.

BREACH OF CONTRACT

The University reserves the right to terminate the contract if a resident fails to comply with any of the rules and regulations contained herein. The following process will be followed in cases of contract termination:

- Notice of alleged violation
- Meeting with a Residence Life administrator
- Notice of contract termination
- Eviction may take place immediately upon notice

Decisions of the director of Residence Life or his/her designee are final. No additional appeals are afforded under this contract. Students may be required to follow the *USI Student Rights and Responsibilities* disciplinary process at the discretion of the director of Residence life or his/her designee. In these cases, charges will be filed through the assistant director for Judicial Affairs.

CONTRACT TRANSFER

The Residence Life/Food Service Contract may not be transferred or reassigned. Meal access and facilities may be used only by the assigned individual(s). Deposits may not be transferred from person to person.

BILLING INFORMATION

Students who register early will receive a University bill approximately six weeks before classes begin. Students attending open registration are expected to pay their balance in full at that time. Students will not be permitted to re-enroll or receive transcripts if any University charge is unpaid. Any financial assistance received will be applied to the balance owed, regardless of payment arrangements. Any funds that remain after all charges are paid will be refunded by the Bursar's office.

Breach of Payment

Upon breach of any of these terms, the University may declare you in default. All default decisions made by the University are final. Acceptance by the University of student payments after default does not rectify your default unless full payment of total assessment is received. Upon declaration of default, the University may:

- Declare the entire amount due and payable
- Restrict room access by re-coring the apartment door lock (\$60 charge) or re-coding a residence hall lock (\$60 charge)
- Take any other appropriate action as authorized by University regulations

All costs incurred by the University when attempting to collect a debt are charged to the student.