

# University of Southern Indiana

## 2011-2012 Housing/Food Service Contract

### CONTRACT ACCEPTANCE

This contract is an academic year contract and is binding from receipt of your contract through May 11, 2012.

A non refundable payment of \$50 is required at time of application and a \$200 pre-payment is due at the time the housing contract is electronically signed.

The University of Southern Indiana accepts MasterCard or Discover payments. 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 Housing and 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 Housing/Food Service Contract are not allowed. Students who believe they have a special circumstance must contact the department of Housing and Residence Life in writing or by 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).

### 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:

Housing Contract cancellation fees may still apply. The student may appeal the application of contract cancellation fees by e-mail.

- Marriage as evidenced by a marriage certificate (marriage must have occurred during the contract period)
- Graduation from the institution
- 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 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 Housing and Residence Life facilities within 24 hours of your withdrawal date.

A Contract Cancellation 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.

This contract continues until such time as

Housing and 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. Cancellation fees will be assessed according to the Cancellation Schedule. 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 forms are available online at [www.usi.edu/res](http://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 Housing and 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 will 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 2011–2012 Academic Year Contract

#### Fall 2011

- From contract signature date to August 15, 2011 – charge 50% of Fall 2011 housing charges AND charge 50% of Spring 2012 housing charges
- From August 15, 2011 to September 11, 2011 ( 1st 2 weeks of class) and no shows – charge 75% of Fall 2011 housing charges AND charge 50% of Spring 2012 housing charges
- After the first 2 weeks of class, students will be charged 100% of Fall 2011 housing charges AND charge 50% of Spring 2012 housing charges Spring 2012
- Spring 2011 cancellations, no shows and check out during 1st 2 weeks of class - charge 75% of Spring 2012 housing charges
- Beginning 3rd week of Spring 2012 classes - charge 100% of Spring 2012 housing charges

A billing week for Housing starts on Sunday and ends on Saturday

#### MEAL PLAN CANCELLATION FEES (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 Housing and Residence Life administrator
- Notice of contract termination
- Eviction may take place immediately upon notice
- For additional information and guidelines about policies and procedures, see The Student Rights and Responsibilities, The Housing Contract Booklet, and the USI Student Planner.

Students who are required to withdraw prior to, or as a result of, pending conduct action will be assessed full room rent charges for Fall and Spring.

Decisions of the Director of Housing and 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 Student Conduct.

#### CONTRACT TRANSFER

The Housing/Food Service Contract may not be transferred or reassigned. Meal access and facilities may be used only by the assigned individual(s).

#### BILLING INFORMATION

Students who register early will receive a University bill approximately four 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.

#### ROOM Preferences: RATES:

##### Apartment Room Rates

- 2Bedroom 4Person \$1920
- 2Bedroom 2Person \$3405
- 1Bedroom 2Person \$2308
- 1Bedroom 1Person \$4245

##### Residence Hall Room Rates

- 2Bedroom 4Person \$1920
- 1Bedroom 1Person \$2308

+Private bedrooms and Single rooms have a double bed, entertainment center, and private bathrooms

These rates have been set for the 2011-2012 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 should occur, residents will be notified in writing by the University. Changes in the Housing/Food Service rates will not be considered grounds for contract termination.

#### MEAL Plans: RATES:

Red Eagle Plan\* \$1680/semester  
White Eagle Plan\* \$1680/semester  
Blue Eagle Plan\* \$1680/semester  
Titanium Club Plan\* \$1099/semester  
Platinum Club Plan\* \$819/semester  
Gold Club Plan\* \$590/semester

\*All meal plans include dinners and lunches in the Loft. See Housing/Food Service Booklet or <http://www.usifood.com/> for differences in plans.