

University of Southern Indiana

2024-2025 Housing/Food Service Contract

ON CAMPUS LIVING REQUIREMENTS

Students must be actively enrolled full-time per semester to be eligible to live in University Housing under this Contract. Students who drop below full-time enrollment must notify Housing and Residence Life by emailing living@usi.edu. Eligibility to remain living in University Housing when enrolled less than full-time is at the discretion 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., and/or who fail to maintain the requisite number of hours pursuant to this Contract), are considered in breach of this Contract and face contract termination and contract cancellation Fees as set forth herein.

TERMS AND CONDITIONS

ROOM RESERVATION

A non-refundable \$50 application fee and a \$200 prepayment is due at the time the Contract is electronically signed. When Housing and Residence Life receives the signed contract, a space is reserved. All Residents' room, hall and roommate requests are subject to availability. In the event this Contract is cancelled or terminated, either voluntary or involuntary, the Student or former Student will be assessed Cancellation Fees based on the following schedule (in addition to any other applicable fees and expenses set forth herein):

Cancellation Fee Schedule for 2024-2025 Academic Year Contract

CANCELLATION DATES	CANCELLATION CHARGES
On or before June 1	Refund \$200 prepayment
June 2 through August 9	\$500 cancellation fee
August 10 through December 6	\$500 cancellation fee plus room charges for nights in residence
December 7 and After	Room charges for nights in residence
SPRING ONLY CONTRACT - On or before December 1	Refund \$200 prepayment
SPRING ONLY CONTRACT - After December 1	Room charges for nights in residence

Meal Plan Cancellation Fees (through USI Dining)

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

Titanium, Platinum, and Gold Meal Plan Cancellation

Week 1: 10% of the meal plan fee	These plans are non-refundable as of the first day of each semester.
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 4 th week: No meal plan refund	

- A billing week for the meal plan begins on Saturday and ends on Friday. Cancelled meal plans begin on the Friday following review and approval by the Food Service Appeal Committee.
- All cancellations will have to submit an appeal to the Food Service office for review. The appeal form will be provided after the cancellation request is received.
- With approval of your meal plan cancellation, Munch Money is refundable for the full unused amount.

HOUSING AGREEMENT DURATION

This Housing/Food Service Contract ("Contract") is an academic year Contract for housing at the University of Southern Indiana ("University Housing" or Housing") that is binding and enforceable once electronically signed by the applicant and received by the University of Southern Indiana ("USI" or "University"). The term of this Agreement shall be the Academic Year 2024-2025, or the remaining portion thereof, beginning on the earlier of (a) a student's first date of occupancy or (b) August 19, 2024.

Students will be eligible to move in to housing at a day and time selected by Housing and Residence Life prior to the beginning of the academic year. Requests for early arrivals will be limited by building readiness, and there may be a charge assessed for early move-in. Requests for late stays in Housing will be limited by building availability, and there may be a charge assessed for late move-out. All Students must be out of their building 24 hours after their last final or by 6 p.m. on Friday, December 13, 2024, for fall semester, whichever date comes first, unless they have been pre-approved for late check-out or to stay over winter break. All Students must check out of their building and return their key 24 hours after their last final or by 6 p.m. on Friday, May 9, 2025, for Spring semester, whichever date comes first, unless they have been pre-approved for late check-out or have a signed Summer 2025 Housing Contract for the first term of summer classes. Housing and Residence Life may adjust the required checkout date at its discretion.

USI 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. Student expressly acknowledges and agrees that this Contract does not create a landlord-tenant relationship between the University and the

Student, and that the terms of this Contract and the relationship of the parties and the remedies available to them are not subject to the provisions of the Residential landlord-tenant statutes, including, but not limited to those statutes found in Indiana Code 32-31-3 through 32-31-9, as amended from time to time, and any and all regulations enacted thereunder and is exempt from Indiana's Residential landlord-tenant statutes (See I.C. 32-31-2.9-4). This Contract will be governed by and construed according to the applicable laws of the State of Indiana, notwithstanding the choice of law rules thereof.

CONTRACT PREPAYMENT

A \$200 prepayment or approved fee waiver is required when signing the Contract. Students who cancel the Contract before the cancellation penalty deadline will automatically be issued a full refund of the prepayment within 30 days of the cancellation.

ROOM RATES

Constant Rate Program

The Constant Rate program means room rates from the first year a Student enters to live in University Housing will apply for up to four years as long as the Student continuously lives in University Housing.

If a Student cancels the Contract and then enters into a Contract in the future, the Constant Rate program will not apply. The Student will pay the current year's housing rates.

2024-2025 NEW RESIDENT APARTMENT RATES	RETURNING RESIDENT APARTMENT RATES FROM 2023-2024
4 Person 2 Bedroom \$2614 per semester	4 Person 2 Bedroom \$2539 per semester
3 Person 2 Bedroom ¹ (McDonald East) \$3599 per semester (single) \$2614 per semester (double)	2 Person 2 Bedroom \$4391 per semester
2 Person 2 Bedroom ² \$4521 per semester	2 Person 1 Bedroom \$3010 per semester
2 Person 1 Bedroom \$3099 per semester	1 Person 1 Bedroom \$5520 per semester
1 Person 1 Bedroom ³ \$5684 per semester	

2024-2025 RESIDENCE HALL RATES (freshman only)
4 Person 2 Bedroom \$2614 per semester
2 Person 2 Bedroom ⁴ \$3599 per semester
1 Person 1 Bedroom ⁵ \$3099 per semester

¹ 3 person/2 bedroom apartments (McDonald East) have a full sized bed in one bedroom and two twin beds in one bedroom.

² 2 person/2 bedroom apartments have a full sized bed and one desk with one chair.

³ 1 person/1 bedroom apartments have a full sized bed and one desk with one chair.

⁴ 2 person/2 bedroom residence hall suites have two standard twin beds and two desks with two chairs.

⁵ 1 person/1 bedroom residence hall room has a twin bed, chair and one desk with chair.

All Students assigned into the Residence Halls are required to select the Red Eagle, White Eagle, or Blue Eagle meal plan. If a meal plan is not selected, the White Eagle meal plan will be the default meal plan selected for the Student.

All Students living in University Housing are required to subscribe to the University Health Care Program.

These rates have been set for the 2024-2025 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, Students will be notified in writing by the University. Changes in the Housing/Food Service rates will not be considered grounds for contract termination.

2024-2025 MEAL PLAN RATES

Red, White or Blue Eagle Plans: \$2616 per semester	Titanium Commuter: \$1545 per semester (\$1545 Munch Money \$108 free money)
Titanium: \$1545 per semester	Platinum Commuter: \$1205 per semester (\$1205 Munch Money \$84 free money)
Platinum: \$1205 per semester	Gold Commuter: \$948 per semester (\$948 Munch Money \$66 free money)
Gold: \$948 per semester	Loyalty Plans: \$2116 per semester (must have participated in a meal plan for two consecutive semesters to be eligible)

- Meal plan changes must be made by midnight the day before semester classes begin.
- Munch Money begins August 14 for fall and January 8 for spring.
- Meal plans begin August 17 for fall and January 12 for spring.
- All meal plan selections are automatically renewed for the Spring semester.

(See Housing/Food Services Booklet or usi.sodexomyway.com for differences in plans.)

CONTRACT CANCELLATION BY STUDENT

Withdrawal from the University

If Student withdraws from the University during the Contract term, Student must:

- Contact the Registrar's Office and withdraw from classes
- Complete a Contract Cancellation form
- Contact the Food Service office if they have a meal plan
- Contact the Student Financial Assistance Office if they have any form of financial assistance
- Move out of Housing and Residence Life facilities within 24 hours of their withdrawal date

Contract Release

A Student may request to be released from this Contract prior to the end of the Contract term for any one of the following reasons:

- Marriage as evidenced by a marriage certificate (marriage must have occurred during the Contract term)
- Graduation from the University
- Assignment to a University-sponsored internship program, research project, co-op program, Student teaching, military service, or other program that requires living a significant distance from Vanderburgh County
- A significant, unavoidable, and unanticipated change in circumstances beyond the Student's control, which occurs after the signing of the Contract.

Finding less expensive housing off-campus, failing to get desired room assignment or roommates, being removed from Housing through the conduct process, and/or failing to receive financial aid because of ineligibility will not be considered valid reasons for release from this Contract without the application of Cancellation Fees in accordance with the terms of this Contract.

In order to provide information to State and University auditors' offices, Students are required to provide documentation that verifies their request for Contract Release. 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 will not be considered sufficient verification. The University review of a request for Contract Release will consider the Student's initial claims of hardship. Additional claims after review by the University will not be considered.

Contract Cancellation Procedures

Contract Cancellation form is available online at <https://usi.starrezhousing.com/StarRezPortalX/login>. If a Student wants to appeal the cancellation fee, the Student must write a summary explaining the grounds for their request and must attach any supporting documentation regarding this summary. The request must be emailed to living@usi.edu. Students will receive a formal response (within 10 business days indicating the decision rendered). Failure to provide supporting documentation may result in the denial of any refund.

A Contract Cancellation form must be on file in Housing and Residence Life. This Contract continues until such time as Housing and Residence Life approves an official Contract Cancellation and the Student vacates the facilities. Any personal property left in University Housing after vacating will be considered abandoned and will be disposed.

CONTRACT CANCELLATION BY UNIVERSITY

Any one or more of the following situations may be cause for termination of this Contract by the University:

- Delinquent account (non-payment)
- Disciplinary action
- Failure to be actively enrolled in classes
- Failure to submit immunization records
- Failure to make academic progress

In addition, Housing and Residence Life may terminate this Contract and take possession of the University Housing at any time for violation of the provisions herein, for violations of any University regulation, for health or social reasons or for any other reasons deemed sufficient by the University in its sole discretion.

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 USI Student Rights and Responsibilities.

Students who are required to withdraw prior to, or as a result of, pending conduct action will be assessed cancellation fees (see [Cancellation Fee Schedule](#)).

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 as deemed necessary and applicable at the discretion of the Director of Housing and Residence Life or his/her designee. In these cases, charges will be filed through the Assistant Director for Student Conduct or designee.

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. (See [Cancellation Fee Schedule](#)).

CONTRACT MODIFICATIONS

Student-initiated modifications and/or exceptions to this 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 email at living@usi.edu. Housing and Residence Life reserves the right to modify the provision of services in whatever manner it determines appropriate to better serve Student needs.

Housing and Residence Life reserves the right to change the designation of University Housing room, floor, or building at any time during the term of this Contract and further reserves the right to move or reassign Students to accommodations comparable to those originally assigned at any time during the term of this Contract as may be deemed necessary in the sole discretion of USI.

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).

FACILITY USE

The University Housing is for residential uses and purposes only by Student, and Student covenants and agrees that the Housing shall be used and occupied for such uses and purposes only. Student shall not use University Housing or maintain it in any manner constituting a violation of USI's Code of Student Behavior or USI's Housing and Residence Life policies and procedures, including any amendments to these documents regardless of when such amendments take place, or a violation of any ordinance, statute, regulation or order of any governmental authority, including, without limitation, zoning ordinances and subdivision restrictions, nor shall Student maintain, permit or suffer any nuisance to occur or exist at the University Housing. No person who is required by law to register as a sex offender under the laws of any jurisdiction may reside in University Housing.

RENTERS' INSURANCE

All residents of University Housing shall be responsible for maintaining renter's insurance for all personal property. Insurance of your personal property is solely your responsibility. USI is not responsible for the loss or damage to any personal possession and/or property. For more information on outside sources for insurance, see the following: <http://www.collegestudentinsurance.com/>.

NO-SHOW

A Student who has submitted an electronically signed Contract but 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 are applicable to all such Students and will be assessed according to the Cancellation Fee Schedule. If the Student will be arriving past the 4 p.m. deadline on the first day of classes, they must notify Housing and Residence Life in writing.

BILLING INFORMATION

The Bursar's Office processes billing statements at the beginning of each month. Billing statements are issued through the student's myUSI email address, which serves as the University of Southern Indiana's official method of communication, and therefore the student's responsibility for reading the e-mails issued from the University of Southern Indiana on a timely basis.

Delinquent Account/Collection

Financial Hold: Students must understand and agree that failure to pay their student account bill or any monies due and owing the University of Southern Indiana by the scheduled due date will result in a financial hold on the student account, preventing future registration of classes or official transcript requests.

Late Payment Charge: Students must understand and agree that failure to pay their student account bill or any monies due and owing the University of Southern Indiana by the scheduled due date may result in the assessment of late payment and/or finance charges on the past due portion of their student account until the past due account is paid in full.

Collection Agency Fees: By signing this contract, the student understands and agrees that failure to pay their student account bill or any monies due and owing the University of Southern Indiana by the scheduled due date and failure to make acceptable payment arrangements to bring their account current, the University of Southern Indiana may refer the delinquent account to a collection agency. By signing this contract, the student further understands and agrees that if the University of Southern Indiana refers their student account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 30% of the amount outstanding. Finally, the student understands and agrees that their delinquent account may be reported to one or more of the national credit bureaus.

Communication

Method of Communication

Contact: By signing this contract, the student authorizes the University of Southern Indiana and its agents and contractors to contact current and any future cellular phone number(s), email address(es), or wireless device(s) regarding their delinquent student account(s)/loan(s), any other debt the student owes to the University of Southern Indiana, or to receive general information from the University of Southern Indiana. Furthermore, the student authorizes the University of Southern Indiana and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact.

Updating Contact Information: By signing this contract, the student understands and agrees to the responsibility for keeping the University of Southern Indiana records up to date with current physical addresses, email addresses, and phone numbers by following the procedure at University of Southern Indiana Academic Records (<https://www.usi.edu/registrar/academic-records/>). Upon leaving the University of Southern Indiana for any reason, it is the student's responsibility to provide the University of Southern Indiana with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the University of Southern Indiana.

LIMITATION OF LIABILITY AND INDEMNIFICATION

USI shall not be liable to Student or any other person, including the co-residents and guests of Student, for any damage to their person or property from any defect, known or unknown, in the construction, condition, or maintenance of the said University Housing. Student hereby releases USI from all liability for any accident, damage or injury caused to the person or property of Student on or about the Housing. TO THE FULLEST EXTENT PERMITTED BY LAW, STUDENT AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS USI AND ITS TRUSTEES, ACTING IN THEIR CAPACITY AS TRUSTEES AND OTHERWISE, OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS OF AND FROM ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, FINES, PENALTIES, CLAIMS OR DEMANDS OF ANY KIND ASSERTED BY OR ON BEHALF OF STUDENT OR ANY OTHER PERSON, ENTITY, OR GOVERNMENTAL AUTHORITY, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OF ANY AND ALL PERSONS BY REASON OF THE USE, OCCUPATION, AND MAINTENANCE OF THE HOUSING, INCLUDING ANY AND ALL PUBLIC LIABILITY TO GUESTS, EMPLOYEES, AND OTHERS, WHETHER OR NOT IT IS ALLEGED THAT USI IN ANY WAY CONTRIBUTED TO THE ALLEGED WRONGDOING OR IS LIABLE DUE TO A NON-DELEGABLE DUTY. HOWEVER, STUDENT SHALL NOT BE OBLIGATED TO INDEMNIFY USI FOR THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF USI OR ITS AGENTS AND EMPLOYEES WHERE SUCH INDEMNIFICATION IS CONTRARY TO LAW.

RIGHT OF INSPECTION

USI and its agents and invitees shall have the right to enter and access to University Housing at all reasonable times to examine the condition of the Housing and to confirm that the Student and any co-residents or guests are in compliance with the terms of this Contract and USI's written policies, including but not limited to USI's Code of Student Behavior or USI's Housing and Resident Handbook, or to determine compliance with federal, state or local laws. USI reserves the right to remove any items discovered during such inspection that are not in conformity with the terms of this Contract and USI's written policies. The Student acknowledges and agrees that any such entry, inspection or removal of property by USI may be made without prior notice to Student and shall not constitute an eviction, a termination of this Contract or a breach of Student's quiet enjoyment of the Housing.

NON-WAIVER

No statement, action, or omission of the parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment by USI during the continuation of any such breach shall constitute a waiver of any such breach or any such agreement, term or condition. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

MISCELLANEOUS

This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Contract by Student or allow for any other person to occupy University Housing that did not sign Contract as a Student of USI. When applicable, use of the singular form of any word may mean or apply to the plural, and the neutral form shall mean or apply to the feminine or masculine. If any of the provisions of the Contract shall be held invalid or unenforceable, the validity or enforceability of the remaining provisions of this Contract shall not be affected hereby. This Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract, except as otherwise referenced herein. For purposes of this Contract, use of electronic medium which shall include the signature of a party shall have the same force and effect as an original signature.