



Housing and Residence Life Housing & Food Service Agreement

This Housing & Food Service Agreement (“Agreement”) is a legally binding agreement between you the student (“Resident”) and the University of Southern Indiana (“University” or “USI”). BY DIGITAL OR ELECTRONIC SIGNING THIS AGREEMENT, YOU (AND YOUR PARENT OR LEGAL GUARDIAN, IF APPLICABLE) REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT.

I. INTRODUCTION

- a. The purpose of this Agreement is to establish the terms and conditions of Resident’s occupancy in the University’s student housing.
- b. The Resident will be obligated to fulfill the term of the Agreement for the full academic year. It is only in exceptional cases, as set forth herein, that the Agreement may be terminated or suspended at the Resident’s request.
- c. The Resident should notify the Housing and Residence Life Department via email at living@usi.edu if they no longer plan to be enrolled at the University. Resident should include his/her name, address, and student identification number in the email.

II. ELIGIBILITY

- a. Residents must maintain full-time enrollment each semester to remain eligible for University Housing. Residents who drop below full-time must notify Housing and Residence Life at living@usi.edu within 3 days of any change to full-time enrollment. Continued housing for part-time students is granted at the discretion of Housing and Residence Life. Failure to make academic progress or to meet required credit hours constitutes a violation of this Agreement and may result in termination and applicable cancellation fees. The University reserves the right, at its sole discretion, to determine that a Resident’s past behavior including, but not limited to, criminal activity poses concern that warrant terminating the Agreement to protect the interests of the University, its students, employees, and the University community.

III. RENTED PREMISES

- a. Upon execution of the Agreement, and in accordance with the terms and conditions set forth herein, the University will rent to Resident, and Resident will rent from the University, rental space which consists of the exclusive use and occupancy of the bedroom assigned to the Resident (or Residents, in shared bedroom) and the shared use and occupancy of the kitchen and/or living/dining area (as applicable) with other Residents of the assigned housing. The premises rented to the Resident are referred to herein as the “Rented Premises.” The Rented Premises may be located on the campus of University of Southern Indiana.

IV. PERIOD OF AGREEMENT

- a. The term of the Agreement Occupancy begins the first move-in date listed in the Housing Calendar designated by University Housing. For the Spring semester, occupancy begins the



Friday before the first day of Spring semester classes at a time designated by University Housing.

- b. The University may grant a request for occupancy prior to the move-in date. Resident will pay an additional daily fee each night the Resident occupies their room prior to the standard move-in date.
- c. Residents must vacate the Rented Premises within 48 hours after a withdrawal date, on or before the official closing time indicated on the Housing Calendar, or no later than 48 hours after this Agreement has been cancelled or terminated. Resident must take all belongings and complete the check-out process.
- d. Residents must submit an extended stay request via the Housing Portal if needed. If approved, Resident will be assessed an additional daily fee for the duration of their extended stay per the published rates on the Housing website.
- e. This Agreement does not provide University Housing during the Winter Break or the event of an emergency declared by the University. The ability to stay over Winter Break is subject to availability and is at the University's discretion.

V. HOUSING FEES

- a. Residents are required to submit a \$300 Room Reservation Prepayment and a \$50 non-refundable application fee through the online Housing Portal.
- b. Residents must pay the applicable room rates for their assigned room and for the meal plan selected. Room rates can be found at <https://www.usi.edu/housing/housing-options/housing-rates>. These rates have been set by the 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 by the University. Changes to Housing or Food Service rates will not be considered grounds for a null Agreement.
- c. All Residents living in University Housing are required to subscribe to the USI Deaconess Clinic plan. The USI Deaconess Clinic website at [OVP Plan, Fees & Insurance - University of Southern Indiana](#), provides plan information.
- d. The University Bursar will bill separately for each semester of the academic year. The University Bursar website at <https://www.usi.edu/bursar/billing-and-payments/payment-methods> provides billing information. All financial obligations under this Agreement must be paid as provided by the University Bursar. If Resident fails to satisfy their financial obligations to the University, the University may, at its sole discretion and in accordance with University Policies, cancel the Agreement, deny room assignment or reassignment, or pursue any other remedy available to the University.
- e. Resident agrees that failure to pay monies owed to the University will result in a financial hold of their account.
- f. *Late Payment Charge*: Resident agrees that failure to pay their student account bill or any monies due and the University may refer the delinquent account to a collection agency.



VI. HOUSING ASSIGNMENTS AND PREFERENCES

- a. Resident is not entitled to a housing assignment and their placement in an apartment or residence hall is contingent upon available space. The University's inability to honor a Resident's housing preference does not constitute a breach of this Agreement, and the Resident may not cancel or terminate the Agreement for this reason.
- b. In the event of a housing shortage, the University may increase room occupancy or reassign Residents to other housing units at its sole discretion.
- c. During a national or regional emergency, the University may reassign Residents, increase room occupancy, and adjust dining services as needed.
- d. Room change requests may be submitted through the Housing Portal beginning the second week of the semester for a two-week period and are subject to approval. If a vacancy occurs, the University may assign another student to the room or consolidate vacancies, which may require Residents to move.
- e. The University reserves the right to assign or reassign housing at its discretion for any reason, including conduct concerns, Agreement violations, resident conflicts, or efficient use of space.

VII. CANCELLATION OF AGREEMENT

- a. The University may cancel or terminate this Agreement for loss of eligibility, failure to meet financial obligations, breach of this Agreement, or violation of Housing policies. If the University is notified that a Resident is no longer a student or is otherwise ineligible and the Resident has not properly cancelled, the University may cancel the Agreement effective on the date such notification is received.
- b. The University may cancel this Agreement at any time if the Resident is determined to pose a threat to the health or safety of others. If a Resident is dismissed for disciplinary reasons or the Agreement is cancelled due to safety concerns, the Resident remains responsible for all room and board charges under this Agreement, regardless of move-in date.
- c. If the University cancels the Agreement, Resident will forfeit their Room Reservation Payment.
- d. Cancellation requests are made through the housing portal. Resident understands that other University offices will not notify University Housing of Resident's intended housing cancellation and that Resident must personally notify University Housing.

Cancellation Date	Academic Year Agreement Term	Spring Only Agreement Term
On or before June 1	Refund of \$300 Room Reservation Prepayment	X
Between June 2 & Occupancy	Forfeit \$300 Room Reservation Prepayment	X
On or before January 1 of the upcoming semester	X	Refund of \$300 Room Reservation Prepayment



Between January 1 & Occupancy	X	Forfeit \$300 Room Reservation Prepayment
After Occupancy	X	Forfeit \$300 Room Reservation Prepayment plus room charges for nights in residence.

VIII. DINNING SERVICES

- a. For Meal Plan descriptions and costs see <https://usi.sodexomyway.com/en-us/meal-plan/meal-plan-options>. Meals begin on the first day of Loft operations at the beginning of each semester and continue through lunch on the last day of final examinations each semester. Meals are not served when the University is not in session or between semesters.
- b. Residents living in the Residence Halls must choose either the Red Eagle, White Eagle or Blue Eagle meal plans. If a meal plan is not selected or the wrong one is chosen, Residents need to promptly visit the Housing Portal and update their meal plan before the semester begins. Failure to do so will result in the automatic assignment of the White Eagle plan.
- c. No changes can be made to the Meal Plan selection after midnight prior to the first day of each semester. Exceptions are as follows:
 - i. During the room change process, when a Resident is moving from an apartment to a residence hall, the Resident must request a change to their meal plan via the Housing Portal to one of the above listed meal plans. Failure to do so will result in the automatic assignment of the White Eagle meal plan. The timeline for changing meal plans will depend on the day of the week the Resident is moving and will take place on the first available Saturday conducive with the move.
 - ii. If the room assignment is changed from a residence hall to an apartment, the meal plan will remain a Red Eagle, White Eagle or Blue Eagle meal plan. It is the Resident's responsibility to contact USI Dining prior to midnight before the semester begins to have this changed to their desired meal plan. If the midnight deadline is not met, the Resident must follow the standard Meal Plan Appeal process by contacting foodmealplans@usi.edu. Upgrade to meal plans can be made up to the fourth week by contacting foodmealplans@usi.edu.
- d. If the Agreement is cancelled, the meal plan remains active. Resident must contact USI Dining to cancel their meal plan.
- e. No cancellations can be made after midnight prior to the first day of each semester.
- f. Upon approval of the Meal Plan cancellation, Munch Money is refundable for the full unused amount.

Red Eagle, White Eagle & Blue Eagle Meal Plan Cancellation Fees	
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 4 th Week	No Meal Plan Refund

IX. RIGHT TO INSPECTION

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

X. PROPERTY

- a. If Resident vacates their assigned room before the end of the Agreement period without cancelling the Agreement via the Housing Portal, Resident will be held financially responsible for the entire Agreement amount. Personal items left behind will be considered abandoned property. The University, in its sole discretion and without further notice, may dispose of the abandoned property as it deems appropriate and in accordance with any relevant policies and state law.
- b. Residents are responsible for maintaining their room at all times and will correct any deficiencies notice by University representatives. Residents shall not remove or permit the removal of room furnishings without prior approval by the appropriate Housing representatives. Residents shall not move public areas or lounge furnishings into their room at any time. Residents shall be held financially responsible for all damage to University property in their room, including damage by Resident's guests during their occupancy. Housing representatives may enter Resident's room at any time, including weekends, Holidays, and vacation periods for routine maintenance and building service work, safety inspections, and/or for emergency purposes.
- c. Residents are responsible for the security of their own property. The University will not be responsible for theft, damage, or other loss of monies, valuables, or personal effects in or on University property, including storage areas.
- d. USI shall not be liable to Resident or any other person, including the co-residents and guests of Resident, for any damage to their personal property from any defect, known or unknown, in the construction, condition, or maintenance of the said University Housing. Resident



hereby releases USI from all liability for any accident, damage or injury caused to the person or property of Resident on or about University Housing. TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS USI AND ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS OF AND FROM ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEY FEES), LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, FINES, PENALTIES, CLAIMS, OR DEMAND OF ANY KIND ASSERTED BY OR ON BEHALF OF RESIDENT OR ANY OTHER PERSON, ENTITY OR GOVERNMENTAL AUTHORITY, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR 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 OTHER, 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, RESIDENT 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.

- e. All Residents of University Housing are encouraged to purchase 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.
- f. The University Housing is for residential uses and purposes only by Resident and Resident covenants and agrees that Housing shall be used and occupied for such uses and purposes only. Residents shall not use University Housing in any manner constituting a violation of USI's Code of Conduct 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 Resident 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.

XI. AGREEMENT

- a. USI does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Resident expressly acknowledges and agrees that this Agreement does not create a landlord-tenant relationship between the University and the Resident, and that the terms of this Agreement 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 Ind. Code § 32-31-2.9-4). This Agreement will be governed by and construed according to the applicable laws of the State of Indiana, notwithstanding the choice of law rules thereof.



- b. All material referenced herein, including attachments, amendments, documents, forms, and Resident's information and selections via the Housing Portal, are an integral and binding part of this Agreement. This Agreement with its attachments, amendments, documents, forms, and my information and selections in the Housing Portal, referenced herein constitutes the parties' entire Agreement regarding the subject matter.
- c. Resident shall be responsible for reasonable attorney's fees and costs incurred by the University in an action to enforce this Agreement. Resident shall also be responsible for reasonable attorney's fees and costs incurred by the University in defense of this Agreement, including but not limited to attorney's fees and costs in connection with any declaratory judgment action initiated by Resident or the University.
- d. The University shall not be liable or deemed in default of this Agreement for any delay or failure in performance under this Agreement or interruption of any obligation resulting directly or indirectly from acts of God, fire, flood, explosion, earthquake or other natural disasters, war, civil unrest, riots, pandemic or public health emergencies, epidemic, acts of government, such as a government-declared disaster, or any event that renders the University's performance impossible or illegal and is beyond the reasonable control of the University.
- e. The Equal Opportunity and Non-Discrimination Policy prohibits all forms of unlawful Discrimination and related Harassment toward any University community member on the basis of race, color, religion, sex, pregnancy or marital status, parental status, national origin or ancestry, age (40 and older), disability, genetic information, sexual orientation, gender identity, gender expression, veteran status or any other category protected by law or identified by the University as a protected class. Compliance with this policy is a term and condition of a person's employment, membership, or affiliation with the University.