



Housing and Residence Life
HOUSING/FOOD SERVICE CONTRACT

This is your copy of the Contract. Keep this for your records.

This Contract 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 CONTRACT, YOU (AND YOUR PARENT OR LEGAL GUARDIAN, IF APPLICABLE) REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT.

1 ELIGIBILITY

1.1 Enrolled Students

Residents are required to maintain full-time enrollment per semester to be eligible to reside in University Housing under this Contract. Residents who drop below full-time enrollment are requested to inform Housing and Residence Life via email at living@usi.edu. The decision to permit Residents to continue living in University Housing while enrolled less than full-time is at the discretion of Housing and Residence Life. Residents who fail to make academic progress in their classes (e.g., lack of class attendance, removal from class due to non-attendance, etc.) or fail to meet the required number of credit hours specified in this Contract, are considered to be in violation of this Contract. Consequently, they may be subject to contract termination and cancellation fees as outlined herein.

1.2 Registered Sex Offender

A registered sex offender is ineligible for University Residences housing. If Resident executes a housing contract but fails to disclose that they are a registered sex offender or is required by the law of any state to register as a sex offender, Resident’s housing contract will be immediately terminated. Resident will be required to vacate their housing assignment within twenty-four (24) hours. Resident will not be eligible for a refund or credit of any housing fees.

1.3 Suspended, Expelled, or Removed Students

Resident is prohibited from residing in student housing if suspended, expelled, or otherwise removed from the University for disciplinary reasons. Resident will be required to vacate Resident’s room or apartment within twenty-four (24) hours of notification of the disciplinary sanction, unless the Director of Housing, Dean of Students, Vice President of Student Affairs, or designee, mandates otherwise.

1.4 University Rights

The University reserves the right, in its sole discretion and judgment, to determine that past behavior, including but not limited to criminal activity is such that the interests of the University, University Students and employees and the University Housing community, would best be served by the termination of a contract.

If the University becomes aware that a Resident has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the University Residences' community environment, the University may not accept or may cancel Resident’s contract.

2 CONTRACT TERM

This Contract is effective upon Resident’s e-signature via the Housing Contract through the Housing Portal. The term of the Contract is the term Resident selects in the online Housing Contract through the Housing Portal unless otherwise cancelled or extended in accordance with the terms of this Contract.

2.1 DATES OF OCCUPANCY

Move In

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.

Early Move In

At its sole discretion, the University may grant my request for occupancy prior to the move-in date. Resident will pay an additional daily fee for each night Resident occupies their room prior to the standard move-in date shown on the Housing Calendar.

Move Out

Resident must vacate their assigned room: (a) no later than 24 hours after my withdrawal date (b) on or before the official closing time indicated in the Housing Calendar, or (c) no later than 24 hours after this Contract has been cancelled. I must take all of my belongings with me when I move out and complete the check-out process, including but not limited to the return of all Housing keys.

Stay Late

To request to stay late, Resident must submit a stay late request via the Housing Portal. If Resident's request is approved, Resident will be assessed an additional daily fee for the duration of their extended stay, per the rates published on the Housing website.

2.2 BREAKS AND CLOSURE

This Housing Contract does not provide student housing during Winter Break or in the event of an emergency declared by the University. The ability to stay over break is subject to availability.

Winter Break

Housing is closed during winter break when classes are not in session. Resident's contract does not allow them to stay on campus during winter break without prior approval from Housing. If approved, Resident must sign a separate Break Housing Contract and pay additional fees.

3 HOUSING FEES

3.1 Advance Payment and Non-Refundable Application Fee

First-time Attending USI Student

First time Residents must pay a \$300 Room Reservation Payment and a \$50 non-refundable application fee via the online contract through the Housing Portal at the time this Contract is completed. The Room Reservation Payment will be credited to Resident's student account at the beginning of the spring semester.

Continuing USI Student-Non-Returning USI Housing Resident

If Resident is a continuing USI student, but not a current USI Housing Resident, they must pay a \$300 Room Reservation Payment and a \$50 non-refundable application fee via the online contract through the Housing Portal at the time this Contract is completed. Resident's Room Reservation Payment will be credited to their student account at the beginning of the spring semester.

Continuing USI Student –Returning USI Housing Resident

Resident must pay a \$300 Room Reservation Payment and a \$50 non-refundable application fee via the online contract through the Housing Portal at the time this Contract is completed. Resident's Room Reservation Payment will be credited to their student account at the beginning of the spring semester.

If a returning USI Housing resident meets certain eligibility requirements, they can request to defer the \$300 Room Reservation Payment required to reserve on-campus housing. If approved, the \$300 Room Reservation Payment would not be required when completing the Housing Contract and would be charged to the Resident's student account when billing for the upcoming term is processed. If Resident paid the Room Reservation Payment in full prior to the end of the fall semester, the Room Reservation Payment will be credited to their student account at the beginning of the spring semester.

3.2 Room Rates

Resident shall pay the University the applicable rates for their assigned room and for the meal plan selected. Fall semester charges will be billed each July and Spring semester charges will be billed each December. Room Rates are viewable online at <https://www.usi.edu/housing/housing-options/housing-rates>.

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, Residents will be notified in writing by the University. Changes in the Housing/Food Service rates will not be considered grounds for contract termination.

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

The University Bursar will bill me 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 Contract must be paid as provided by the University Bursar.

3.3 Financial Obligations

If Resident fails to satisfy their financial obligations due and owing to the University, the University may, at its sole discretion and in accordance with University policies:(a) Cancel this Contract or (b) Deny room assignment or reassignment; (e) Pursue any other remedy available to the University.

Delinquent Account/Collection

Financial Hold: Resident 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 will result in a financial hold on the student account.

Late Payment Charge: Resident 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 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 Resident 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 Resident further 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. Finally, the Resident 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 Resident 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 Resident owes to the University of Southern Indiana, or to receive general information from the University of Southern Indiana. Furthermore, the Resident 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 its efforts to contact.

Updating Contact Information

By signing this contract, the Resident 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 Resident'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.

4 HOUSING ASSIGNMENTS AND PREFERENCES

Resident is not entitled to a housing assignment and their placement in an apartment or residence hall is contingent upon available space. Resident shall accept any placement assigned by the University, including temporary space.

4.1 Room Assignment

First-time Attending USI Student

If Resident is a new, first-time attending USI student and signs a Contract by the May 9, 2025, priority deadline, Resident may participate in the room selection process in late May. Resident will receive an email to their USI-issued email account with a specific timeslot to enter the Housing Portal to select from available housing spaces. Resident will receive a confirmation of housing assignment and roommate information or notification of temporary housing no later than July 7.

If Resident is a new, first-time USI attending student and signs a Contract after the May 9, 2025, priority deadline, Resident will not be eligible to participate in the room selection process and will, instead, receive a housing assignment. Resident's housing assignment will be determined by the University. The University will consider Resident's preferences but cannot guarantee a particular assignment.

Continuing USI Student – Non-Returning USI Housing Resident

If Resident is a continuing USI student, but not a returning resident, Resident will not be eligible to participate in the room selection process and will, instead, receive a housing assignment. Resident's housing assignment will be determined by the University. The University will consider Resident's preferences but cannot guarantee a particular assignment.

Continuing USI Student –Returning USI Housing Resident

If Resident is a returning resident and signs a Contract by the February 17, 2024 Returner Renewal deadline, Resident may participate in the room selection process in late February. Resident will receive an email to their USI-issued email account with a specific timeslot to enter the Housing Portal to select from available housing spaces. Resident will receive a confirmation of housing assignment and roommate information or notification of temporary housing no later than July 7.

4.2 Housing Preferences

University efforts to assign Residents to housing based upon the housing preference of the individual Resident; however, a specific housing assignment based upon the Resident's preference is not guaranteed or implied. Assignments are made with the following priority in mind:

- Resident Accommodations
- Academic (Learning Communities, etc.)
- Personal Preferences

While University Housing will consider all roommate requests, such requests are not guaranteed and are dependent on space availability. It is possible that roommate requests will be assigned together but in a triple, quad, quad plus or apartment.

University Housing Rights and Responsibilities

The University's inability to honor housing preference preliminary room/apartment assignments shall not constitute a breach of this contract, and Resident is not permitted to cancel or terminate this contract if Resident's housing preference is not met.

In the event of a student housing shortage, as determined by University Housing, the University may increase the occupancy of rooms or assign Resident to other housing units or other spaces at the University's sole and exclusive discretion.

In the event of a national or regional emergency, the University may move or reassign Resident to a different housing unit and increase the occupancy of rooms. The University also may implement a limited menu dining service and consolidate serving units.

4.3 Reassignment/Vacancies

The room change form is available for three weeks following the Monday after Labor Day. Resident may request a room change through the Housing Portal during the room change period. The request is subject to approval. If a vacancy occurs in Resident's room, University Housing may assign another student to that room. University Housing may consolidate vacancies, and Resident may be required to move to another room at the University's direction.

The University may make assignments and reassignments of space at its sole discretion. Resident's room assignment may be changed by the University at its discretion for any reason, including but not limited to conduct issues, Contract violations, resident conflicts, or to make efficient and beneficial use of available space, as determined by the University.

5 CONTRACT CANCELLATION AND REFUNDS

5.1 Cancellation by the University

Reason for Cancellation

This Contract may be cancelled by the University for loss of eligibility under Section 1 of this Contract; failure to satisfy financial obligations owed to the University; breach of this Contract or University Housing policies or regulations, or as otherwise provided in this Contract. If the University receives notification that Resident is no longer a student or ineligible for University Housing, but have not properly cancelled this contract, the University may cancel this Contract based on the date University Housing receives such notification.

Disciplinary Dismissal or Administrative Cancellation

If the University discovers information that Resident may represent a threat to the health or safety of others, including University students, faculty, staff, or guests, the University may administratively cancel this Contract at any time. If the University dismisses Resident for disciplinary reasons or this Contract is administratively cancelled based on a threat to the health or safety of others, Resident will be responsible for the entire balance of room and board charges under this Contract, regardless of the move-in date.

Cancellation Fee and Charges

If the University cancels this Contract Resident will forfeit their Room Reservation Payment.

5.2 Cancellation Request by Resident

How to Cancel My Contract

Cancellation Requests are done 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 of such intention.

Cancellation Fees and Charges

Resident will incur the following fees and charges upon cancelling this Contract.

Cancellation Date	Academic Year Contract Term	Spring Only Contract Term
On or before June 1	Refund \$300 Room Reservation Payment	
Between June 2 and occupancy	Forfeit \$300 Room Reservation Payment	
After occupancy	Forfeit \$300 Room Reservation Payment plus room charges for nights in residence.	
On or before December 1 of the upcoming semester		Refund \$300 Room Reservation Payment.
Between December 1 and occupancy		Forfeit \$300 Room Reservation Payment.
After occupancy		Forfeit \$300 Room Reservation Payment plus room charges for nights in residence.

6 DINING SERVICES

6.1 Meal Plan Rates

For Meal Plan descriptions and cost 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. See <https://usi.sodexomyway.com/en-us/locations/hours> for hours of operation and Special Hours.

6.2 Residence Hall Meal Plan Requirement

Residents living in one of the Residence Halls must choose either the Red Eagle, White Eagle, or Blue Eagle meal plan. 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 to Red Eagle, White Eagle, or Blue Eagle before the semester begins. Failure to do so will result in the automatic assignment of the White Eagle plan as the default meal plan.

6.3 Changes and Upgrades

No changes can be made to a meal plan selection after midnight prior to the first day of each semester, except for the following:

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 available options. Failure to do so will result in the automatic assignment of the White Eagle meal plan. The timeline to change will depend on the day of the week the Resident is moving and will take place on the first available Saturday conducive with move.

If the room assignment is changed from a residence hall to an apartment, the meal plan will remain a Red, White, 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 selection. If the midnight deadline is not met, the Resident must follow the standard appeals process by contacting foodmealplans@usi.edu

For Block 50+, Block 75, Block 50, and Block 25, no changes can be made after midnight prior to the first day of semester classes.

Upgrades to meal plans can be made up to the fourth week by contacting foodmealplans@usi.edu.

6.4 Cancellation and Cancellation Fees

If a housing contract is cancelled, the meal plan remains active. If Resident's housing contract is cancelled, Resident MUST contact USI Dining to cancel their meal plan.

No cancellations can be made after midnight prior to the first day of each semester.

Meal Plan Cancellation Fees (Must contact Dining Services)

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 Saturday and ends on Friday.

Cancelled meal plans begin on Saturday following review and approval by the Food Service Appeal Committee.

Cancellation of meal plans must be submitted to the Eagle Access Card Office, located on the lower level of the University Center West. Upon approval of a meal plan cancellation, Munch Money is refundable for the full unused amount.

Block Plan Cancellation: These plan options are non-refundable unless requested prior to midnight before the first day of the semester. Proof of withdrawal from the University and Housing are necessary for the refund process. With approval of Resident's meal plan cancellation, Munch Money is refundable for the full unused amount.

7 SAFETY

7.1 Lock Change Fee

If Housing and Residence Life is required to change a door lock or replace key card due to the following reasons, Resident will be assessed a \$100 fee.

- Lost key;
- Loaner key not returned by due date;
- Checking a key out more than 4 times during a semester will get a mandatory lock change on the 5th time

7.2 Security

Resident is prohibited from propping open or otherwise tampering with a locked or secured door. The resident must not allow unauthorized person(s) entry or access to a university space. Resident agrees to accept responsibility for the actions of any guests of the Resident.

7.3 Fire Safety

Resident must evacuate any housing facility or University building when a fire alarm sounds. Resident

acknowledges and agrees that activating a false alarm and the tampering with any fire safety equipment, including fire extinguishers, hoses, smoke detectors, exist signs, or pull boxes, is strictly prohibited. Housing and Residence life will report any fire safety offenses to the fire department. The penalty for such offenses may include student disciplinary sanctions, removal from the Resident's assigned space, fines, and criminal prosecution.

8 RULES AND REGULATIONS

8.1 Student Conduct Policies

Resident must comply with the Resident Handbook – Housing Policies, the Students Rights and Responsibilities, and all University policies governing the conduct of students whether now in effect or later adopted and published by the University during the term of this Contract. To access the details of the Resident Handbook, see <https://www.usi.edu/housing/current-residents/resident-handbook>. To access the Student Rights and Responsibilities, see <https://www.usi.edu/dean-of-students/student-rights-responsibilities>.

Resident is subject to the Resident Handbook – Housing Policies and Students Rights and Responsibilities and may be required to move into another space or leave housing in accordance with the University disciplinary system and policies.

8.2 Right to 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 Resident and any co-residents or guests comply with the terms of this Contract and USI's written policies, including but not limited to USI's Code of Student Conduct 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 Resident acknowledges and agrees that any such entry, inspection or removal of property by USI may be made without prior notice to Resident and shall not constitute an eviction, a termination of this Contract or a breach of the Resident's quiet enjoyment of the Housing.

9 HOUSING MAINTENANCE AND FACILITIES

If Resident fails to follow all items outlined in Section 10, (a) Resident can be held responsible for any property damage to the dwelling and (b) the University reserves the right to terminate Resident's housing contract.

9.1 Cleaning

Resident is responsible for maintaining a reasonably neat and clean living space at all times. Resident is required to maintain their assigned unit to the following minimum standards:

- All appliances are to be maintained in a reasonably clean condition at all times;
- Floors and walls are to be maintained in a reasonably clean condition at all times;
- Food should be properly stored in a sanitary manner;
- Trash/recycling should be emptied regularly;
- Keep the premises clean and regularly dusted, vacuumed, and/or mopped;
- Use hood vents when cooking;
- Bathroom showers, sinks, and toilets are to be adequately and routinely cleaned and disinfected.

9.2 Preventative Maintenance

Resident agrees to use all air-conditioning and heating systems in a reasonable manner. Resident should keep the premises properly ventilated by periodically opening windows during dry weather only, to allow the circulation of fresh air.

Resident agrees to:

- Keep closet doors ajar to allow for proper circulation;
- Keep dehumidifiers on at all times, the unit must be set to Pump and at 40%.
- Buildings in McDonald West and O'Daniel North and South when leaving for 24 hours or more during warm weather, make sure that the air conditioning is ON and that the thermostat is set to 74 degrees or low, depending on the HVAC unit in the apartment.;
- Avoid excessive amounts of indoor plants;
- Use exhaust fans when bathing and showering and leave the fan on for an additional hour afterward to

remove moisture;

- Wipe down bathroom walls and fixtures both regularly and as needed;
- Hang shower curtains within the bathtub when showering;
- Utilize a shower curtain that contains all water to the tub area while showering;
- Leave the bathroom and shower doors/curtains partially open after use;
- Remove any moldy or rotting food immediately;
- Remove garbage regularly;
- Wipe down all visible moisture and/or spillage;
- Wipe down windows and sills if moisture is present;
- Periodically inspect for leaks under sinks;
- Open blinds/curtains to allow light into premises; and
- Close all exterior sources of air while running the Air Conditioner.

9.3 Reporting Maintenance Issues

Resident shall report the following to Housing Facilities:

- Any visible or suspected mold;
- All A/C or heating problems, leaks, moisture accumulations, and major spillage;
- Shower/ bath/ sink/ toilet overflows or leaky faucets/plumbing;
- Discoloration of walls, baseboards, doors, window frames, floors/carpets, and ceilings;
- Refrigerator and air-conditioning drip pan overflow;
- Moisture dripping from or around any vents or air-conditioner condenser lines; and
- Loose, missing, or failing grout or caulk around tubs, showers, sinks, faucets, or countertops
- Overflowing

9.4 Maintenance

Only USI staff members or University-authorized contractors are allowed to conduct maintenance on/in campus residential facilities. Maintenance and custodial staff lock each room/ apartment upon leaving, even if the room/apartment was unlocked upon entering. When possible, attempts will be made to contact residents in advance of entering rooms for maintenance issues. In the event of emergency maintenance or repairs, advance notification of entry may not be possible. Non-emergency maintenance issues will be addressed during normal working hours. Any maintenance needs should be reported to Housing Facilities by Resident by submitting a detailed maintenance request form found on the housing website (<https://www.usi.edu/facilities/fix-my-home>) If Resident has a maintenance emergency, they must contact Fix My Home at 812-468-2176 immediately.

Maintenance issues considered an **EMERGENCY** include, but are not limited to:

- Loss of heat;
- Power outages that affect an entire apartment, floor, or building;
- Flooding;
- Vandalism that requires securing an area;
- Windows with glass that has been shattered;
- Alarms associated with fires or other disasters;
- Blood/vomit;
- Locks and/or doors not working;

10 PROPERTY

10.1 Abandon Property

If Resident vacates their assigned room before the end of the Contract period without cancelling this contract via the Housing Portal, Resident will be held financially responsible for the entire Contract 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 items as it deems appropriate and in accordance with any relevant policies.

10.2 Property Damages/Loss

Resident is responsible for maintaining their room in a reasonable condition at all times and will correct any deficiencies noticed by University representatives. Resident shall not remove or permit the removal of room furnishings without prior approval by the appropriate Housing Representative. Resident shall not move public

area or lounge furnishings into their room at any time. Resident will be held financially responsible for all damage (including, but not limited to, repair and cleaning costs) 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, life safety inspections, and for emergency purposes.

Resident is responsible for the security of their own property. The University will not be responsible for theft, damage, or other loss of my money, valuables, or personal effects in or on University premises, including storage areas. Any personal effects, valuables, or other property Resident leaves in the residence halls or on the premises after termination of this Contract shall be considered abandoned property and handled by the University in accordance with state law and University policy.

10.3 Limitation of Liability

USI shall not be liable to Resident or any other person, including the co-residents and guests of Resident, 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. Resident hereby releases USI from all liability for any accident, damage or injury caused to the person or property of Resident on or about the Housing. TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS USI AND ITS TRUSTEES, 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 RESIDENT 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, 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.

10.4 Renter's 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/>.

10.5 Facility Use

The University Housing is for residential uses and purposes only by Resident, and Resident covenants and agrees that the Housing shall be used and occupied for such uses and purposes only. Resident shall not use University Housing or maintain it in any manner constituting a violation of USI's Code of Student 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.

11 ANIMALS

11.1 Types of Animals in Housing

USI Housing and Residence Life recognizes the positive impact animals can have on Residents' lives. There are three categories of animal ownership in on-campus housing, and Residents must obtain approval for each category. For more information on the approval process, please visit <https://www.usi.edu/housing/housing-options/animal-friendly-housing>. This agreement applies to all three categories. If an animal is found living on campus without being registered through USI Housing and Residence Life, Resident will be charged an unregistered animal fee and will be subject to the University Housing conduct process

- **Pet** - A pet is an animal kept for companionship unrelated to a documented or diagnosed disability. Residents approved to have a pet on campus will be charged a \$75 non-refundable cleaning fee per semester.

- **Emotional Support Animal (ESA)** - An animal that provides emotional support that alleviates one or more identified effects of a person's disability.
- **Service Animal (SA)** - The animal is a service animal as defined by current Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and State of Indiana regulations. Under these laws, a service animal is defined as an animal that is specifically trained to do work or perform tasks for the benefit of an individual with a physical, sensory, psychiatric/mental, or intellectual disability; and the work or tasks performed by the animal must be directly related to the individual's disability.

11.2 Renter's Insurance

It is required that animal owners have renters insurance covering damages, incidents, or accidents that the animal may be involved with while living on campus. As stated in the Housing Contract Terms and Conditions: All residents of University Housing shall be responsible for maintaining renter's insurance for all personal property. Insurance of Resident's personal property is solely Resident's responsibility. USI is not responsible for the loss or damage to any personal possession and/or property.

11.3 Animal Owner Expectations While Living on Campus

- Animal owners are responsible for the actions of their animal at all times.
- Animals must reside in the owner's assigned living space.
- Animal owners are responsible for keeping up-to-date records with Housing and Residence Life.
- Animal owners should ensure their animal wears proper identification at all times unless the pet permanently resides in a cage.
- Animal owners should have a pet carrier in their possession and be accessible in the event of evacuation, emergency, or staff request.
- If a fire alarm sounds in the animal owner's building (whether or not there is a fire) and the animal owner is present, it is the animal owner's responsibility to take their animal with them when evacuating the building. If the animal owner is not present, a roommate or suitemate may assist only if such an arrangement has been agreed upon. The animal must be on a leash or in a portable cage/carrier during evacuation.
- Abandonment, neglect, or mistreatment of any animal by any member of the USI community will not be tolerated. These actions may result in disciplinary action, removal of animal, or other measures to ensure the safety of the animal.

11.4 Animal Care

- Animal owners are responsible for making sure that reasonable sanitary standards are maintained everywhere the animal is present. This includes regular cleaning of the room and crate or cage.
- Animal owners are responsible for feeding and watering the animal within all living areas. If the animal vomits or becomes incontinent, it is the owner's responsibility to clean the waste immediately.
- Animal owners are responsible for providing appropriate veterinary medical care on both an ongoing and an emergency basis.
- Animal owners are responsible for being knowledgeable of state and local immunization and licensing requirements for their animals and complying with those requirements.
- Animal owners are expected to use maintenance flea prevention year-round (if applicable to animal type). If an animal is found to have fleas, the animal owner should submit a Fix My Home request for pest control. Should flea treatment of the living space become necessary, the animal owner will be responsible for the cost of treatment, resulting in a charge added to the owner's account.
- Should an animal owner be unavailable to care for their animal, Housing and Residence Life will contact their backup handler to provide care. If the backup handler is unable to take the animal, the animal may be released to an animal shelter.

11.5 Away from Room or Campus

- Animal owners of cats, dogs, and small caged animals must keep the animals crated while owner is away from the room. Animals not properly crated will delay Facility Operations and Planning staff from responding to requested and scheduled maintenance in a timely manner and provide unnecessary issues for emergency personnel.
- Animal owners who are leaving campus for a period exceeding twelve (12) consecutive hours must make prior arrangements to take the animal with them or to board it off-campus for the duration of their absence. This includes being away for weekends, holidays, or University break periods.
- Animal owners are not allowed to give another student or individual access to their room to pet sit or

care for their animal.

- A roommate or suitemates are not responsible for the care of the animal in the absence of the animal owner unless there is an agreed upon expectation.

11.6 Animal Waste

- Animals may be exercised on the campus exterior grounds as long as they are under the control of the owner at all times.
- Animals must be leashed when on exterior grounds.
- The animal owner is responsible for promptly picking up and properly disposing of all animal waste by immediately disposing of the waste in outdoor dumpsters. Animal waste is not to be disposed of in indoor trash receptacles. Owners failing to do so may be referred for disciplinary action.
- All cage and litter box waste should be removed as often as necessary to maintain an odor-free, clean-living environment for the animal and residents. Waste should be disposed of in an outdoor dumpster.

11.7 Campus Community

- No animal may become a disruption to members of the USI campus. A disruption includes but not limited to, excessive noise, physical harm to humans or other animals, destruction of property and other acts deemed a disruption by Housing and Residence Life.
- ESAs and pets may not visit other housing or campus buildings. Only service animals are permitted in public accessible facilities.
- Housing residents are not allowed to pet sit for other animals whether they are approved animals on campus or pets from off campus.

12 CONTRACT INFORMATION

12.1 Contract Modifications and Transfer

Resident-initiated modifications and/or exceptions to this Contract are not allowed. Residents who believe they have a special circumstance must contact USI 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 Resident 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 Residents 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.

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

12.2 Legal Document/Amendment

This Contract is a legal document binding upon Resident and upon Resident's parents or guardian if Resident is under 18 years of age. No proposed amendment to this Contract shall be valid unless made in writing and signed by an authorized University contract signatory.

12.3 Severability

If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of the Contract.

12.4 Waiver

The failure of the University to enforce any provision of this Contract shall not waive the University's right to later enforce any provision of this Contract.

12.5 Choice of Law and Immunities

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. Resident expressly acknowledges and agrees that this Contract does not create a landlord-tenant relationship between the University and the Resident, 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 Ind. Code § 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.

12.6 Integration

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 Contract. This Contract 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.

12.7 Attorney's Fees

Resident shall be responsible for reasonable attorney's fees and costs incurred by the University in an action to enforce this Contract. Resident shall also be responsible for reasonable attorney's fees and costs incurred by the University in defense of this Contract, including but not limited to attorney's fees and costs in connection with any declaratory judgment action initiated by Resident or the University.

12.8 Force Majeure

The University shall not be liable or deemed in default of this Contract for any delay or failure in performance under this Contract or interruption of any obligation resulting directly or indirectly from acts of God, fire, flood, explosion, earthquake or other natural disaster, war, civil unrest, riots, pandemic or public health emergency, 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.

12.9 Equal Opportunity and Non-Discrimination

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 of Southern Indiana.