

**University of Southern Indiana**  
**2020-2021 Housing/Food Service Contract**

**CONTRACT ACCEPTANCE & TERM**

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") through May 7, 2021. A non-refundable payment of \$50 is required at time of application and a \$200 pre-payment is due at the time the Contract is electronically signed.

All Students must be out of their building 24 hours after their last final or by 6 p.m. on Friday, December 18, 2020 for fall semester, unless they have been pre-approved for late check-out or to stay over winter break. All Students staying over winter break will be charged \$150 on their spring Student account. 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 7, 2021 for spring semester, unless they have been pre-approved for late check-out or have a signed Summer 2021 Housing Contract for the first term of summer classes. USI accepts Visa, MasterCard or Discover payments or electronic check. The University will not accept credit card payments over the telephone.

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 ELIGIBILITY**

Students desiring to live in University Housing must maintain and be actively enrolled in nine (9) or more credit hours per semester to be eligible to live in University Housing under this Contract. Exceptions to this requirement are only applicable to those Students who have written approval from the Director of Housing and Residence Life for circumstances that preclude a Student from being enrolled in nine (9) or more credit hours per semester.

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.

**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 the Housing or maintain it in any manner constituting a violation of USI's Code of Student Behavior or USI's Housing and Resident Handbook, 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/>.

**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](mailto: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 CANCELLATION & TERMINATION**

**CONTRACT TERMINATION 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 carry nine or more credit hours (three or more hours in summer session)
- 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 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 [Contract Cancellation Fees](#)).

#### **WITHDRAWAL FROM THE UNIVERSITY**

If you withdraw from the University during the Contract term, 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 Student 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

#### **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 Evansville or the Vanderburgh County area
- 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 RELEASE PROCEDURES**

Contract Cancellation forms are available online at <https://my.usi.edu/group/mycampus/home> under the Cancellation link, which can be found under the Housing icon once you log on to myUSI. Students must write a summary explaining the grounds for his/her request and must attach any supporting documentation regarding this summary. The Director of Housing and Residence Life, or his/her designee, will review requests for Contract release. Students will receive a formal response (within 10 business days) from the reviewer indicating the decision rendered. Failure to provide supporting documentation may result in the application of cancellation fees and/or the denial of any refund. Housing Contract cancellation fees may still apply. The Student may appeal the application of Contract cancellation fees by email at [living@usi.edu](mailto:living@usi.edu).

A Contract Cancellation form must be on file in Housing and Residence Life. Charges are subject to the cancellation policy listed below. (See Contract Cancellation fees and Meal Plan Cancellation Fees.) 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 University Housing after vacating will be considered abandoned and will be disposed.

#### **NO-SHOW**

An applicant 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 applicants and will be assessed according to the Cancellation Fee Schedule contained herein. If you will be arriving past the 4 p.m. deadline on the first day of class you must follow the procedures and notice requirements contained in the Housing/Food Services Booklet.

#### **CONTRACT CANCELLATION FEES**

In the event this Contract is cancelled or terminated, either voluntary or involuntary, the Student, the former Student, and/or applicant as may be applicable 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 2020-2021 Academic Year Contract;**

###### **Fall 2020**

- Students may cancel their Housing contract without penalty if cancelled by May 1, 2020. Beginning May 2, 2020 to August 1, 2020 Students who cancel their Housing will be charged 50% of Fall 2020 Housing charges AND 50% of Spring 2021 Housing charges
- From August 2, 2020 to September 4, 2020 (first two weeks of class) and no shows – charge 75% of Fall 2020 Housing charges AND 50% of Spring 2021 Housing charges
- After the first two weeks of class, Students will be charged 100% of Fall 2020 Housing charges AND 50% of Spring 2021 Housing charges

###### **Spring 2021**

- Cancellations, no shows and check out during first two weeks of class - charge 75% of Spring 2021 Housing charges
- Beginning third week of Spring 2021 classes - charge 100% of Spring 2021 Housing charges

A billing week for Housing starts on Sunday and ends on Saturday. Cancellation fees are assessed to recoup part of the spring semester cost for Housing. Students transferring to a different university will be charged cancellation fees consistent with the terms of this Contract.

#### **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, munch money is refundable for the full unused amount.

**Titanium, Platinum, and Gold Meal Plan Cancellation:** These plans are non-refundable as of the first day of each semester.

#### **CONTRACT TERMINATION PROCEDURES**

The University reserves the right to terminate the Contract if a Student fails to comply with any of the rules and regulations contained herein and/or any University regulation. (See [Contract Cancellation & Termination](#)). 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 Student Rights and Responsibilities, the Housing/Food Services 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 cancellation fees (see [Contract Cancellation & Termination](#)).

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.

#### **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 reasonable costs, expenses and attorneys' fees incurred by the University when attempting to enforce the terms and conditions of this Contract and/or collect a debt will be charged to the Student, former Student and/or applicant as may be applicable.

#### **ROOM RATES:**

##### Apartment Room Rates

- 4Person 2Bedroom \$2522 /semester
- 2Person 2Bedroom \$4379 /semester
- 2Person 1Bedroom \$3031 /semester
- 1Person 1Bedroom \$5480 /semester

All Students assigned to on campus Housing will receive \$50 Munch Money.

##### Residence Hall Room Rates

- 4Person 2Bedroom \$2522 /semester
- 1Person 1Bedroom \$3031 /semester

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 assigned to on campus Housing will receive \$50 Munch Money.

Only designated private bedrooms and single rooms have a double bed, and private bathrooms.

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

These rates have been set for the 2019-2020 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.

#### **MEAL PLAN RATES:**

Red Eagle Plan\* \$2235 /semester  
 White Eagle Plan\* \$2235 /semester  
 Blue Eagle Plan\* \$2235 /semester  
 Titanium Plan\* \$1319 /semester  
 Titanium Plan without meals\* \$1319 /semester  
 Platinum Plan\* \$1030 /semester  
 Platinum Plan without meals\* \$1030 /semester  
 Gold Plan\* \$810 /semester  
 Gold Plan without meals\* \$810 /semester

All meal plan selections are automatically renewed for the Spring semester.

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

#### **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 neuter 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.