



INDIANA UNIVERSITY
SOUTH BEND

FOR OFFICE USE ONLY

App Received: _____ Payment Received: _____

**OFFICE OF HOUSING AND RESIDENCE LIFE
HOUSING APPLICATION AND CONTRACT 2020-2021**

This Housing Application and Contract (“Contract”) is by and between The Trustees of Indiana University, on behalf of the South Bend campus (“IUSB” or “University”), the Office of Housing and Residence Life (OHRL), and the student (Resident). Your acceptance of the terms and conditions of this Contract is indicated by submitting a signed, printed copy of this Contract. If you are under 18 years of age, this Contract will not be effective unless your parent or legal guardian also agrees to its terms by submitting a signed, printed copy of the Contract.

HOUSING APPLICATION

Assignments will not be made until this signed Contract, along with the full amount of prepayment, are received. Assignments are made based on availability at the time of application. This Contract is for the entire academic year (Fall and Spring semesters).

CONTACT INFORMATION:

We request your permanent home mailing address in case we need to reach you through regular postal service. However, please note that most communication from IUSB campus and OHRL will come to you via your IUSB email account.

IUSB ID #: _____

Name: _____ **Preferred Name:** _____
Last First MI

Address: _____
Number and Street Apt. PO Box, Etc.

City State/Providence Post/Zip Code Country

Cell Phone Number: _____ **Permanent Number:** _____

IU South Bend Email: _____ **Alternate Email:** _____

DEMOGRAPHIC INFORMATION:

Date of Birth: _____

Gender: Male Female Non-Binary/Other _____
* Housing and Residence Life will contact you to discuss available options.

Lived in IUSB Housing before? Yes No

Upcoming Class Standing: Freshman Sophomore Junior Senior Graduate Student

University Status: Current IU South Bend Student Incoming IU South Bend Student Transfer**

International Student Ivy Tech*** Purdue Statewide Technology Student IUSB Varsity Athlete (sport) _____

Learning Communities: Honors Living Learning Community Raclin School of Arts Community

You must apply and be accepted into one of Learning Communities. Checking this is not a guarantee for placement.

****** If you are a transfer student, have you been dismissed from housing at a previous institution? Yes No
If yes, please attach a detailed explanation to this application/contract.

***** For Ivy Tech students:**

- a) You agree to make a \$1000.00 prepayment on your Contract for this IUSB academic year.
- b) By submitting this Contract, you agree to allow OHRL administrators to confirm your enrollment at Ivy Tech South Bend to verify your eligibility for IUSB housing. Should you cease to be enrolled at Ivy Tech South Bend, you acknowledge and understand that you are no longer eligible for housing at IUSB River Crossing and are subject to the cancellation fees as identified in the Terms and Conditions below.
- c) You agree to be paid in full for each semester prior to close of each IUSB semester regardless of the Ivy Tech South Bend academic calendar.
- d) By submitting this Contract, you agree to allow OHRL to share information related to your conduct with Ivy Tech South Bend personnel as it relates to Housing and Residence Life policies and procedures, the below terms and conditions, and the IU Code of Student Rights, Responsibilities and Conduct (“Code”), including any violations of such policies, procedures, terms and conditions, and/or the Code.
- e) All individuals who apply to live in IUSB housing must answer questions regarding their prior criminal behavior. IUSB students answered these questions when applying for admission to IUSB. Please provide answers to the following questions:
 1. Have you been subject to formal disciplinary action (including for example, but not limited to, suspension or expulsion) for academic or non-academic reasons at any high school, post-secondary institution, college, or university? Yes No
 2. Have you ever been charged or convicted of a crime (or a foreign legal equivalent) that has not been expunged by a court? Yes No
 3. Do you have any currently pending criminal charges (or a foreign legal equivalent) against you? Yes No
 4. Have you engaged in any behavior that caused injury to any person(s) or property (including, for example, but not limited to, vandalism or behavior that led to a restraining order against you) which resulted in some form of discipline or intervention? Yes No

If you answered “Yes” to any of the questions above, please provide an explanation here and attach any relevant documentation. Please provide a complete explanation (in English) of the disciplinary action, charges, conviction, or other behavior that caused injury to person(s) or property which resulted in some form of discipline or intervention; the dates and court disposition (court ruling or result), the location (city, state, and country), the impact the incident(s) had on you, and a statement granting your permission to officials at all institutions and agencies to release information needed by IU to substantiate statements made in your application or letter. Please note the Student Behavioral Standards committee may request additional information from you and that additional time may be required to review the information you provide. If you have questions about your application, you may contact OHRL.

SPECIAL ACCOMODATIONS:

In order to evaluate how IUSB can best meet a student’s needs for special housing assignment requests and accommodations, the University requires specific diagnostic information from a licensed clinical professional or health care provider. This professional/health care provider should be familiar with the history and functional limitations of the student’s physical or psychological condition(s). Documentation guidelines can be found here: <https://www.iusb.edu/disability-support/index.php>. Students requesting accommodations must contact the Office of Disability Support Services at sbdss@iusb.edu or (574) 520-4460. Individuals will have to provide documentation

to the Office of Disability Support Services. The Office of Disability Support Services will then work with both the student and OHRL staff as it relates to the request for accommodation.

ROOMMATE AND APARTMENT REQUEST AND MATCHING INFORMATION:

The following information will aid the OHRL staff in matching you with roommates and placing you in an apartment. Room and roommate assignments are made on a first-come, first-serve basis. All requests are honored based on space availability at the time the application is processed. Requests are considered, but are NOT guaranteed.

Please rank order the four options (1-4) with “1” being your first choice.

_____ 1 person/1 bedroom/1 bath - **\$3,932.00 per person/per semester (\$7,864/academic year)**

_____ 2 person/2 bedroom/2 bathroom (*en-suite bathroom*) - **\$3,203.00 per person/per semester (\$6,406.00/academic year)**

_____ 2 person/2 bedroom/2 bathroom - **\$3,138 per person/per semester (\$6,276.00/academic year)**

_____ 4 person/4 bedroom/2 bathroom - **\$2,669.00 per person/per semester (\$5338.00/academic year)**

Roommate Preference(s)*: Please provide full name and student ID number I have no roommate preference

1. Roommate Name: _____ ID #: _____

2. Roommate Name: _____ ID #: _____

3. Roommate Name: _____ ID #: _____

Note: * Roommate(s) preference must be mutual and must be indicated in writing on all forms.

HOUSING CONTRACT TERMS AND CONDITIONS

The residence houses have several configurations of living quarters. All are apartment-styles with shared living, kitchen and bath facilities. Sleeping areas are all single bedrooms. For the purpose of this Contract, the term “apartment” shall refer to all common areas and the Resident’s sleeping area.

A. ELIGIBILITY

1. To be eligible for on-campus housing, the Resident must be:
 - a. Enrolled at IU-South Bend, in the Purdue Statewide Technology program, enrolled at IVY Tech Community College South Bend as a full-time student, or otherwise be determined to be eligible by the Director of Housing and Residence Life.
 - b. Up-to-date on all required immunizations.
 - c. Up-to-date on all fee payments to the University and OHRL.
 - d. In good behavioral standing with the University and OHRL.
2. Convicted sex offenders are not eligible to reside in University housing. If OHRL learns that a current or pending Resident is a convicted sex offender, this Contract will be cancelled.
3. Failure to enroll or loss of student status based on University academic or disciplinary suspension or expulsion will result in the loss of eligibility for on-campus housing. See Section H for Resident’s obligation to vacate upon loss of eligibility for housing.

4. Renewal of this Contract for an additional term is not guaranteed even if all eligibility requirements are met.

B. PERIOD OF CONTRACT AND FINANCIAL OBLIGATIONS

1. This Contract becomes effective upon OHRL's approval. The term of the Contract is for the IU-South Bend academic year for which the Resident is applying for housing. The Contract begins the Friday before classes begin at IUSB for the fall semester and ends 24 hours after the last scheduled day of finals in the spring semester. Residents arriving early or staying later must be approved by OHRL and may be subject to a daily rate charged to his/her student account.
2. Except as provided in Section L, a Resident who vacates the apartment during the Contract period and who remains enrolled as a student at IUSB remains obligated to pay the balance of the Contract amount.

C. SERVICES PROVIDED

1. The Resident may apply to remain in housing during the recess periods of Thanksgiving, Winter Break, and Spring Break ("recess breaks"). Prior approval and registration with the OHRL office is required to remain in housing during these times. Please note that there will be an application and fee associated to remain in housing over the Winter and Spring breaks. The Resident may leave personal belongings in his/her apartment during recess breaks.
2. No meal plans are provided as part of this Contract, and there is no requirement that the Resident purchase a meal plan as a condition of this Contract. However, there will be on-campus food service available when classes are in session.
3. OHRL will provide the Resident with a furnished apartment in the areas of the unit the Resident shares with other residents of the unit and in the personal sleeping area of the Resident.
4. The University agrees to provide a reasonable amount of heat, water, and electricity. Interruptions on a temporary basis for reasons of maintenance, repair or catastrophe will not be considered a breach of this Contract, and the University assumes no responsibility for damages incurred by a Resident during such an interruption, including, but not limited to, food spoilage. The University will restore the affected service as soon as reasonably possible.

D. PREPAYMENT

1. A \$200 prepayment (\$1000 Ivy Tech) must be submitted with this Contract in order to be processed. The prepayment will be applied to the first semester's housing fee.
2. Conditions under which all or part of the prepayment may be refunded are set forth in Section L.

E. ASSIGNMENTS

1. The Resident will be notified by email of the Resident's assignment to a particular apartment type, along with confirmation of the term of the Contract and associated fees. Assignments will be based upon, in order:
 - a. Priority status
 - b. Date of OHRL's receipt of your application and Contract completed and signed by the Resident, along with the application fee/prepayment, and indicated preferences.
2. Assignments are made without regard to race, sexual orientation, religion, national origin, or disability.
3. Resident agrees to comply with room/apartment change procedures established by the University and to have prior written approval before making a room change.
4. If a vacancy occurs in the Resident's apartment, the Resident agrees that OHRL has the authority to assign

another resident to that room or to reassign the Resident. The Resident and any other remaining resident(s) may seek out another apartment-mate; however, prior to that person moving in, s/he must meet all eligibility requirements, be approved by the Director of Housing and Residence Life, and sign a contract or, if applicable, a modification to an existing contract for on-campus housing.

5. Residents who wish to be apartment-mates are encouraged to submit their contracts together. Only mutual requests will be considered.
6. Room assignments are subject to change at any time. OHRL reserves the right to change your assignment in appropriate circumstances, including, but not limited to, American with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of part or all of the facility, consolidation of vacancies, or irresolvable incompatibility of roommates. Reassignment pursuant to this paragraph is not a disciplinary action and does not constitute a termination or breach of this Contract.

F. CONDITIONS OF OCCUPANCY

1. Your assigned apartment shall be occupied by only you and/or other assigned residents. A Resident may not sublease or rent a room assignment or permit another person to share a private room assignment. Any attempt to do so is considered a breach of this Contract and will result in expulsion from University housing.
2. Occupancy for more than two (2) consecutive days, or more than three (3) nights total in any 30 day period, by any other person shall constitute a breach of this Contract unless prior written consent from OHRL is obtained.
3. The Resident is responsible for keeping the apartment sanitary and safe. The Resident agrees to report any deteriorated conditions or maintenance needs of his/her apartment or furnishings to OHRL. Resident agrees to pay for damages and missing furniture, whether such damages to the apartment are caused by Resident, Resident's visitors, or Resident's guests, due to any delay in reporting or otherwise.
4. The Resident shall not move any OHRL furnishings out of the room, apartment, or building. Furnishings may not be stored anywhere else other than the apartment and common area.
5. Resident shall not modify, or allow the modification of, the assigned room/apartment or other parts of the building. Constructing structures such as lofting systems is not allowed.
6. When Resident vacates his/her apartment, Resident agrees to return the furniture to its original position; to leave the apartment in a clean, orderly condition, reasonable wear and tear expected; and to follow published check out procedures.
7. Resident agrees to use public areas in a way that maintains the orderliness and cleanliness of all areas used by Residents and guests.

F. ROOM ENTRY

1. IUSB reserves the right to enter the Resident's apartment and bedroom for law enforcement purposes, as well as for custodial services, safety inspections, repair and maintenance, pest control, and emergency situations. In general, in non-emergency situations, twenty-four (24) hour notice will be given prior to entry.

G. KEYS/UNIVERSITY ID CARDS

1. The keys (apartment and mailbox)/university ID cards issued to each Resident are the responsibility of that student. All residence halls keys, including university ID cards, are the property of Indiana University and may not be loaned or duplicated by residents.

2. Lost keys should be reported to OHRL immediately. OHRL will determine the cost of keys and request a lock change as needed. Residents must return all keys upon checking out of the apartment; a fee will be charged to Resident's Bursar account if keys are not returned.

H. OBLIGATIONS TO VACATE THE APARTMENT; ABANDONED PERSONAL PROPERTY

1. The Resident agrees to vacate housing at the end of the Resident's Contract term or within three (3) calendar days of losing eligibility for housing. In exigent circumstances (including, but not limited to, the Resident and/or Resident's guest behavior posing a serious risk to any resident [including self], student, staff, faculty member, or visitor), the Resident may be directed to vacate immediately, and Resident agrees to do so. The Resident agrees to pay \$25 per day for any period that the Resident remains past the Contract date or after losing eligibility for housing, and the Resident may be subject to disciplinary action under the Code.
2. The Resident agrees to pay for any damages and/or cleaning charges assessed at the time of move out.
3. Personal property remaining in the apartment after the Resident vacates or abandons the apartment will be considered abandoned property and disposed of by OHRL within 24 hours. The Resident will be billed for any cost associated with such disposal. The University does not provide storage for personal belongings.

I. DAMAGES, DEFAULT, AND REMEDIES

1. The Resident agrees to pay all reasonable costs and expenses, including attorney's fees, court filing fees, collection agency fees, etc. incurred by the University in enforcing this Contract.
2. IUSB may, at its option, cancel this Contract or seek legal remedy without further notice to the Resident, if Resident abandons his/her apartment, fails to pay his/her rent when due, or fails to rectify any default within ten (10) days after written notice of the default by IUSB.
3. The failure of IUSB to exercise its options under this Contract does not constitute a waiver or relieve the Resident from remaining obligations or duties under this Contract.

J. HOUSING FEE PAYMENT

1. Housing fees shall be charged each semester through the Bursar's Office. Any required prepayment shall be applied to the first semester of the Contract.
2. The Resident agrees to pay each semester's housing fee by the due date established by the Bursar's Office (available on the Bursar's Office website) or to have arranged a payment plan with the Bursar's Office prior to the first day of classes. Any late payments will be subject to a late payment fee for any past due balances.
3. The Resident agrees that failure to make payment as prescribed does not relieve the Resident of accumulated housing fees for the duration of this Contract.
4. The Resident understands that non-payment will result in Resident's loss of eligibility to remain in on-campus housing and, further, that he/she will not be allowed to register for classes until the amounts due are paid.
5. Resident agrees to pay a non-refundable programming and activity fee of \$12 each semester if given a room assignment.

K. BEHAVIOR AND CONDUCT

1. The Resident agrees to be familiar with and to comply with all rules and expectations for conduct in the IU Code of Student Rights, Responsibilities and Conduct (<http://www.dsa.indiana.edu/Code/>), rules and regulations established by OHRL, and the IU responsible use policies for information technology systems (<http://informationpolicy.iu.edu/policies/university.html>).

2. The Resident is responsible for his/her own actions and the actions of the Resident's family members and guests while on University property. This Contract may be terminated if the Resident or his/her family members or guests violate Contract provisions, state law, federal law, University policies, or OHRL policies.
3. Violation(s) of these Contract terms and conditions may result in apartment assignment changes, eviction or collections proceedings, Contract cancellation, and/or disciplinary action taken by IUSB.
4. OHRL reserves the right to make temporary apartment reassignments, cancel Resident's housing Contract, and/or require Resident to leave university housing when Resident has exhibited behaviors that significantly disrupt the life of the residential community or pose a serious risk to any resident (including self), student, staff, faculty member, or visitor. Any temporary reassignment will be made pending referral to the Office of Student Conduct for appropriate action, which could result in the Resident's return to his/her original assignment, permanent reassignment, or cancellation of Resident's housing Contract. Depending on the circumstances, the conduct underlying the University's decision to cancel this Contract may also be referred to the Office of Student Conduct or law enforcement for appropriate action.

L. TERMS, CANCELLATIONS, AND CANCELLATION FEES

1. OHRL may cancel this Contract if the Resident fails to maintain eligibility requirements, fails to make timely payments, fails to comply with behavioral standards, fails to comply with the terms of this Contract, is expelled from campus housing as a result of disciplinary action, or if the Resident is suspended or expelled from IUSB.
2. Resident will not be charged a cancellation fee if Resident withdraws from IUSB for medical reasons or are called to active military duty and Resident's supporting documentation is approved.
3. The Resident may cancel this Contract at any time by submitting a written request to OHRL, and OHRL will charge cancellation fees as follows:

Before the Contract start date

1. If Resident's written request to cancel is received or postmarked before May 1, a refund of \$50 of the prepayment will be issued.
2. If the Resident's written request to cancel is received or postmarked after August 1, the Resident will forfeit the full amount of prepayment and will be assessed a \$500 cancellation fee.
3. If the Resident does not receive an assignment before the beginning of the Contract term due to unavailable space, the Resident will receive a full refund of the prepayment.

After the Contract start date

After the start date of the Contract, the "Cancellation Date" will be the date that the Resident completes OHRL's check-out procedure, or on the date that OHRL becomes aware that the Resident has vacated the apartment.

1. If the Resident does not check into the assigned space by 5:00pm on the University Census Date, the Resident will be considered a "no show" and subject to Contract cancellation and all associated cancellation fees.
2. If the Resident voluntarily withdraws from IUSB within the first four weeks of the semester, the Resident will pay housing charges as follows: First week: daily rate through the cancellation date; Second week: 25% of semester charge; Third Week: 50% of semester charge; Fourth Week: 75% of semester charge. After the Fourth week, the Resident will be charged 100% of the balance of the Contract.
3. If the Resident is an enrolled student and the Resident cancels his/her housing Contract for any reason not identified in Paragraph 5 of this Section, the Resident will be charged 100% of the balance of the Contract.
4. If the Resident does not enroll in IUSB for the spring term, the Resident will be charged 100% of fall semester

charges and a \$500 cancellation fee.

5. The Resident may request a waiver of the cancellation fees that would otherwise be applicable in the following circumstances: mid-term graduation, academic dismissal, participation in an IUSB sponsored program such as an internship, student teaching, study abroad, or the like. The request must be made in writing to the Director of Housing and Residence Life and must be supported by documentation in order to be considered. If the Resident's waiver request is approved, the Resident will only be charged the pro-rated daily charges through the Cancellation Date and no Contract breakage fee. Requests for waivers are evaluated on a case-by-case basis.

M. LIABILITY AND INSURANCE

1. The University does not assume responsibility for the loss of money or valuables belonging to the Resident or any third parties, for any loss to person(s), or for any loss of or damage to personal property. It is recommended that the Resident maintain adequate public liability insurance coverage and renter's insurance coverage for Resident's personal property.

N. CONTRACT AGREEMENT

I attest that the information contained herein is correct and I authorize IUSB to verify this information. I understand and agree that submission of this academic year Contract, signed by me and, if I am under 18, also by my parent or guardian, along with a \$200 (\$1000 Ivy Tech) prepayment, is a request to reside in on-campus housing at IUSB. I understand that the prepayment is a space reservation and a placement will not be made until the prepayment and this signed Contract have been received. I understand and agree that the \$200 (\$1000 Ivy Tech) prepayment is non-refundable and failure to be admitted to IUSB does not refund the prepayment, nor relieve me of the \$500 contract breakage clause if the terms of the Contract activate that clause.

I understand and agree that my signature on this Contract represents my acceptance of all of the terms and conditions in this Contract, including the IU Code of Student Rights, Responsibilities and Conduct and the IU Appropriate Use of Information Technology Resources policy (<http://policies.iu.edu/policies/categories/information-it/it/IT-01.shtml>).

Student Signature

Date

Co-Signature of Parent or Legal Guardian if student in under 18 years of age

Date

Addendum to Indiana University South Bend 2020–2021 Office of Housing and Residence Life Housing Contract (the “Housing Contract”)

This Addendum is between you and IU South Bend Office of Housing and Residence Life (“OHRL”) on behalf of The Trustees of Indiana University (the “University;” collectively the “parties”). Your acceptance of the terms of this Addendum is indicated by electronic submission of this Addendum. If you are under 18 years of age, this Addendum will not be effective unless your parent or guardian agrees to its terms via electronic submission.

The parties entered into the [Housing Contract](#) and now agree to execute this Addendum to amend the Housing Contract on the terms and conditions set forth in this Addendum, in consideration of the obligations set forth in the Housing Contract and the following consideration, the sufficiency of which is hereby acknowledged.

The parties hereby agree as follows:

1. The OHRL Polices Handbook has been updated to specifically include a section related to COVID-19, and is incorporated by reference into your Housing Contract. The revised terms are designed to protect the health and safety of our students and minimize the potential spread of viruses within our community. Also, and to that end, you will be required to take and provide the University with the results of a COVID-19 test administered no more than ten (10) days before your scheduled move-in date (as discussed in Paragraph 4 below). If your test result is positive you will not be permitted to move-in, and you must self-quarantine for fourteen (14) days. If you were previously diagnosed with COVID-19 and have recovered, you must still take a test within ten (10) days before your scheduled move-in date and provide the University with the test results.
2. OHRL will implement additional cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease and will reinforce personal responsibilities to promote campus community health and safety. OHRL will educate and inform residential students on appropriate cleaning protocols within their assigned apartment and shared spaces to reduce the spread of COVID-19 within residence halls.
3. If you are required to self-quarantine or self-isolate, or if the University needs to de-densify the residence hall to which you are assigned, you agree to relocate to alternative housing identified by the University.
4. Paragraph B.1. is replaced with the following: The term of the Housing Contract shall begin on the earlier of the date you move in, if you have arranged for early arrival, or **August 21, 2020**. You will have the opportunity to select a time and date between August 21, 2020 and August 23, 2020 for your move-in. At the sole discretion of OHRL and with advance approval, you may be permitted to schedule the drop off your belongings prior to your scheduled move-in date and time, and then return for move-in on your selected date and time. Housing costs and fees will not be prorated or otherwise refunded based on the selected date of your move-in. The end term of the Housing Contract remains the same; however, it is recommended that you vacate your apartment by November 21, 2020 at noon, and you are required to vacate your apartment no later than **November 25, 2020** at noon ahead of the Thanksgiving break period, as you will conclude the remainder of the fall semester remotely, per the University’s [revised academic calendar](#).
5. Paragraph C.1. is updated as follows: In limited circumstances, the University will allow students to remain on campus past November 25, 2020 as follows:
 - a. Intersession 1: November 26, 2020-December 20, 2020

- b. Winter Break: December 21, 2020-January 3, 2021
 - * Note: If any services are provided during this time, they will be extremely limited
- c. Intersession 2: January 4, 2021-February 3, 2021

Residents who receive approval to remain on campus during Intersession 1 or Intersession 2 will be charged the University approved 2020-21 housing rate for the respective semester. Residents who receive approval to remain on campus during the Winter Break period will be charged the weekly rate for each apartment type, as determined by the University. The Resident will be charged this rate through a separate billing process.

If you wish to remain in on-campus housing later than November 25, 2020, you must submit a petition online at least 10 days prior to that date. Your petition must be approved and such approval is at the sole discretion of the University. Failure to submit your petition online within this timeframe may result in denial of your petition. OHRL reserves the right to temporarily change your housing assignment during any Intersession or Winter Break period.

- 6. Section J is updated to include the following: Housing fees will be charged at the rate approved by the University for August 21, 2020-December 20, 2020, and for January 8, 2021-May 8, 2021. For those students who are not approved to stay in HRL housing during Intersession 1 or 2, the updated housing rates can be found [here](#).
- 7. You will have the opportunity to select a time and date between February 5, 2021 and February 7, 2021 for your move-in prior to the start of on-campus classes for the spring semester, per the University's [revised academic calendar](#). Housing costs and fees will not be prorated or otherwise refunded based on the selected date of your assigned move-in.
- 8. In the event you must medically withdraw from the University for reasons related to COVID-19 infection, OHRL agrees to waive the breakage fee associated with terminating the Housing Contract early, so long as IU's medical withdrawal process is completed and approved.
- 9. Section L is updated to include the following: If your circumstances have changed since you first signed your Housing Contract due to COVID-19 and you have determined that living on campus is no longer feasible for you or that you will not be attending Indiana University South Bend, you may cancel your housing contract by filling out a request here: <https://www.iusb.edu/housing/forms/request-to-cancel-housing.html>. So long as you request to cancel your Housing Contract by July 31, 2020, you will not be assessed any cancellation fees. If you submit your cancellation past this date, you will be assessed cancellation fees in accordance with Section L of the Housing Contract.
- 10. Paragraph H of the Housing Contract is updated to include the following: **The University may choose not to refund any portion of the housing fees paid if the Resident is required to vacate or relocate pursuant to any emergency, national crisis, natural disaster, or other catastrophic event ("Exigent Circumstances"), and the University determines that the Resident received the substantial benefit of this agreement.** Exigent Circumstances include, but are not limited to, University decisions related to community health and safety, including those related to COVID-19 or other public health or safety emergencies. These determinations will be made by the University in its sole discretion.
- 11. **Acknowledgment, Assumption of Risk, and Hold Harmless: You understand that by residing in OHRL housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19. You agree to release and fully discharge the Trustees of Indiana University, its agents, and employees from any and all damages, liability, claims, expenses (including attorney's fees), or losses (collectively, "Claims")**

related in any way to your use of space within OHRL Housing, including those related to the potential or actual exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the University, its agents, and employees from any Claims related in any way to your breach of the terms and conditions of your Housing Contract and/or this Addendum, or a breach by any third party, including, but not limited to other residents, of an applicable Housing Contract and/or this Addendum.

12. All of the provisions in the Housing Contract remain in full effect except as indicated in this Addendum. All defined terms in the Housing Contract retain their same meaning in this Addendum unless otherwise specified. To the extent there is a conflict between the terms of the Housing Contract and the terms of this Addendum, the terms of this Addendum govern.

By signing below and submitting this document, I acknowledge and agree to the updated terms contained in this Addendum, as well as the updated terms of the OHRL Policies Handbook, including those specifically related to COVID-19.

Student Signature

Date

Co-Signature of Parent or Legal Guardian if student in under 18 years of age

Date

This application and contract form must be signed and submitted to the Office of Residence Life either by mail or email. Please email scanned documents to Living@IUSB.edu or mail to The Office Of Housing and Residence Life, Community Building, 1735 Titan Drive, South Bend, IN 46617.