Terms and Conditions for the Residence Halls
Academic Year 2015-16

Please keep this copy of the contract for your records. Your signature (or electronic signature) on the application and by clicking on the “I accept” button online acknowledges that you have read and agree to the terms and conditions outlined in this contract.

1. Terms of Agreement

1. This contract is an agreement between the student and the University or student, guardian and the University if the student is a minor, and governs the academic year or remainder thereof. Only properly registered University students may reside in the residence halls or occupy a room space. Space may not be sublet.
2. The University’s acceptance of this agreement (an assignment) guarantees a space in a residence hall, not in a specific building or room. This may include expanded housing.
3. This agreement will immediately terminate in the event of student’s suspension or dismissal from the residence hall or the University. The student agrees in any such instance to vacate the residence hall at the time set by the University, not to return without the express written approval of the University, or to return under the penalty of trespass. This termination may also include a financial penalty for not meeting contract terms.
4. This agreement becomes binding upon the student 7 days after notice of acceptance of the contract and room assignment by the University is emailed to the student, or when the contract holder takes possession of the room, whichever comes first.

2. Period of Occupancy

1. Contract occupancy begins the Saturday prior to the first day of classes and ends 24 hours after the close of spring semester examinations or 24 hours after the contract holder’s last final examination, whichever comes first. The contract ends at 12:00 Noon on the Saturday after finals week. Graduating seniors must vacate their room by 5 p.m. on the day of that student’s commencement.
2. The contract period does not include the break period between fall and spring semesters.
3. All residence halls and residence hall apartments are open for preregistered students to reside in their residences during the semester break period. No services or meals are provided during these periods, and building facilities will be closed. There will be an additional agreement and charge for this period.
4. Only contract residents are permitted in the residence halls during break periods.
5. Residents can be housed for days between spring semester and summer session, and between summer session and fall semester. A daily rate will be charged for all accommodations.

3. Application

1. The submission of a completed residence hall application constitutes an offer by the named student and/or student’s guarantor to contract for residence hall accommodations for the session requested.
2. Any person under the age of 18 must have their application electronically signed by a parent or guarantor. Parent or guarantor signature does not give any additional contractual rights or allow a parent or guarantor to receive any information protected by the Family Educational Rights and Privacy Act (FERPA).
3. An application becomes a binding contract 7 days after notice of acceptance of the contract and room assignment by the University, or when the contract holder takes possession, whichever comes first. This application may be canceled by the student by notifying Contracts & Assignments in writing at any time within the student’s 7 day revocation period or by completing the cancel section of the online application.
4. The services and products provided under this contract may not be sold or transferred to others by the named student and/or student’s guarantor. See “6. Release from or Termination of Contract.”
5. Students who are not currently registered (for the academic year or for the spring semester) and do not check into their assigned rooms will automatically have their room and board contracts canceled.
6. Any student whose physical or mental health might jeopardize the safety or well-being of that individual or any other resident may be required to have an examination by a university physician or a consultation with a university counselor to determine if the student has the ability to live safely and independently in an unsupervised environment. Should the physician or counselor determine that a health or safety concern exists, the senior director of University Housing & Dining/designee may amend or suspend the student’s housing contract.
7. The University reserves the right, at its discretion, to determine that a student’s medical condition, past behavior, and/or criminal activity is such that the best interests of the University, the student, and/or other students would be best served by alteration or cancellation of the housing contract. If the University becomes aware that a student has a record of criminal conviction(s) or other actions indicating behavior that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living/learning environment, the University may not accept or may immediately terminate the contract. Registered sex offenders are not eligible for University Housing.

4. Room Assignments, Changes, and Consolidations

1. A student may occupy only his or her assigned room.
2. The University reserves the right to make and/or change room/hall assignments and space allocations where roommate incompatibility problems are irresolvable by the occupants of a room.
3. Non-occupancy of residence hall space does not cancel the contractual obligation. Registered students who do not check in to their assigned rooms and who do not notify Contracts & Assignments in writing by the first day of classes may lose their preference to the specific space assigned to them, but will still be billed for room and board.
4. The University subscribes to the University of Iowa Human Rights policy statement of non-discrimination in making room assignments - http://www.uiowa.edu/~our/opmanual/ii/03.htm.
5. There may be a need to assign students to expanded housing to accommodate the number of requests for residence hall space. These students will receive permanent assignments as space becomes available. Expanded housing accommodations are provided at a reduced daily rate.
6. If vacancies occur in rooms during the course of a semester, the remaining resident(s) must consolidate with another resident(s) in a similar situation(s), or choose to pay the adjusted rate according to actual room occupancy. Available options depend upon occupancy at the time of vacancy. Refusal by the remaining resident(s) to consolidate will result in an increased rate for lower occupancy.
7. Purchasing the other portion of a room may be available from University Housing & Dining throughout the semester. Single rooms will be made available based upon availability and need. It will be at the discretion of University Housing & Dining when these will be offered.

5. Costs

1. Housing costs do not include early arrival, semester break, or other interim housing periods.
2. All room contracts include $200 in Hawkeye Dollars ($100/semester). This prepaid amount is credited to a special account, which is accessed by presenting the Iowa One Card (University ID). Hawkeye Dollars may be used for laundry and select vending machines in the residence halls, and at many on-campus food locations.
3. At the beginning of each semester, room and board charges will be billed in full. Bills can be paid online through ISIS.
4. A student’s failure to satisfy the financial responsibilities as part of this contract and in accordance with the payment schedule may result in the denial of meals or contract cancellation pursuant to University rules and regulations. Residents sent through eviction proceedings will be held financially responsible for residence hall charges and any applicable court or legal costs.
5. The Board of Regents, State of Iowa, reserves the right to change the terms and conditions of the contract or to increase residence hall rates by giving 30 days notice in advance, and the student and/or his or her guarantor will have the option of electing either to accept the increased rate and enter into a new contract or to terminate the contract on the date of the increase.

6. Release From or Termination of Contract

1. Once the contract becomes binding, the student will be released from this contract only for the following reasons:
   a. Not attending the University (graduation, withdrawal, transfer);
   b. Marriage, if living with spouse in the community (marriage certificate required for verification);
   c. Participation in an academically sponsored study abroad, co-op, student teaching, or internship program out of the Iowa City area;
   d. Called to active duty for military service;
   e. Significant and unforeseen health or financial reason occurring after the contract binding date. A request for release for this reason must be documented by the student and reviewed and approved by Contracts & Assignments; or
   f. Disciplinary eviction from the residence halls.
2. Releases based on the criteria outlined in items a, b, c, and d are granted upon verification and receipt of the student’s written cancellation at Contracts & Assignments. Release based on the criteria outlined in item e is a special circumstance and will require a petition for contract release to Contracts & Assignments.
3. In the event that a release is approved, the student is entitled to a refund of room and board charges in accordance with the refund policy: http://housing.uiowa.edu/residence-hall-room-refunds. The student’s University bill will be credited according to the dining refund schedule, and room will be credited on a pro rata basis according to the date of written cancellation or the date the room was vacated, whichever is later. Any credit will appear on the next month’s University bill. No room credit will be given for cancellations effective within two (2) weeks before the close of each final examination week. However, a contract recovery charge may be assessed in lieu of holding the contract holder to the remainder of the contract; this charge is assessed to ensure that financial interests of the residence system bondholders are met.
4. If a contract release is not approved, the student is eligible to cancel his or her contract upon payment of 80 percent of the remaining room and board costs.
5. A student who has a residence hall contract for the academic year and cancels his or her room and board contract due to not attending the University but subsequently registers for any part of the remainder of the academic year will be bound to the remainder of the contractual obligation.
6. A student must vacate an assigned space within 24 hours after his or her withdrawal or eviction from the University/residence halls, or as directed by University Housing & Dining personnel.
7. A student who is evicted from the residence halls for disciplinary reasons will be assessed a contract recovery charge in lieu of holding the contract holder to the remainder of the contract. This charge is assessed to ensure that financial interests of the residence system bondholders are met.
7. Damages

1. Residents of a room are held responsible for all associated costs related to damage beyond normal wear to the room or its furnishings.
2. Residents may not change the residence hall facilities nor remove or replace furniture supplied with the room.
3. Repair and maintenance issues are made only by University-authorized personnel. These individuals have access to all rooms for health, safety, maintenance, and custodial purposes.
4. Damages or excessive cleaning in public areas on the floor and stairwell (restrooms, lounges, study rooms) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The assessment of such damages is payable upon demand.
5. Students are advised to purchase renter’s insurance concerning personal coverage. University liability for loss of or damage to the personal property of the student, for injury to the student’s person while the student is a resident is set forth in Section 10 below.

8. Room Entry and Search

The rights of students to be secure in their residence hall rooms against unreasonable entry, searches, and seizures are assured. Entry, search, and seizure by civil officers are governed by the civil law. It is a lawful request for a residence hall staff member to ask a student to open his or her room door. Failure to comply constitutes a policy violation and will result in disciplinary action.

University officials may enter a students’ room under the following circumstances:

1. Maintenance and custodial services requested by the occupant(s) or University personnel is being performed.
2. Routine inspection of rooms for safety, health, and general upkeep purposes or if maintenance is performed.
3. There is perceived imminent risk to safety, health, and/or occupant(s) or institutional property.
4. During announced break times.
5. There is reasonable suspicion that a University policy is being violated.
6. Turning off an alarm, loud stereo/music, or loud TV when residents are not present.
7. There is a search warrant being carried out by a member of law enforcement.

9. Meal Plans

1. All students living in the residence halls are required to subscribe to either a Gold or Black meal plan, with the following exceptions:
   a. Students living in a room with a kitchen unit as part of their University-supplied room furnishings have an additional option of subscribing to the Hawkeye meal plan.
   b. Transfer or returning students who live in a room with a kitchen unit as part of their University-supplied room furnishings may choose to have no meal plan.
2. Fall semester meal plans begin on the contract effective date and continue while classes are in session. Spring semester meal plans begin the Monday after the contract effective date and continue while classes are in session.
3. Meals missed because of late move-in, special diets, religious beliefs and activities, employment, or classes scheduled during the meal hours are not refundable.
4. Refunds for canceled meal plans will be made based up on the refund rate schedule available on the dining.uiowa.edu website.
10. Liability

1. The University assumes no liability for any loss or damage to the personal property of the resident, except as may be caused by negligent acts of its employees, and does not carry insurance on the personal property of the resident. Each resident should determine if his or her personal property is covered by parents’ homeowner’s policies or should purchase whatever personal property insurance is desired.

2. In the event the premises or part thereof are destroyed or substantially damaged by fire or other unavoidable accident so as to render it unfit for student’s use, the University shall not be obligated to rebuild said premises. If said premises shall remain unusable for a period in excess of 30 days, the student shall have the option of terminating this contract by giving written notice to the University or of reserving the right to occupy the premises when the same is rebuilt and becomes available. During the time the student is unable to use said premises or any part thereof, the student shall not be obligated to pay any portion of the rent, but the University shall not be liable to the student for loss of use of the premises, including the expense of alternate accommodations.

3. The University is not responsible for injuries to the student or invitees which might result from the use of the premises.

11. General Conditions

1. Students are expected to know and abide by federal and state law; policies and rules of the Board of Regents, State of Iowa (The University of Iowa Policies and Regulations Affecting Students; the Standards of Student Behavior for Residence Halls; featured on the University Housing & Dining website); and the terms and conditions of the residence halls contract. Violations of these rules are handled through the disciplinary procedures of the residence halls and/or through the University.

2. No resident is to use his or her room or permit it to be used for any commercial purposes, except for incidental commercial use such as receipt of telephone solicitations of sales orders. Commercial soliciting in the building or on the grounds is forbidden.

3. No pets shall be permitted in the residence halls, with the exception of fish in an aquarium of approved size or as approved by the University as part of a medical accommodation.

4. Personal property left in student rooms at the end of an academic year (first semester if applicable) will be disposed of after 30 days at the discretion of University Housing & Dining.

5. A student may, at the discretion of the Senior Director of University Housing & Dining/designee, be prohibited from entering or being present in certain residence hall locations or the entire residence hall system.

6. Residents are issued room and building entrance keys (or access cards) that are not to be transferred or duplicated, and students are responsible for the use and return of assigned keys (cards). Lost, stolen, or missing keys (cards) constitute a security risk and automatically result in rekeying a room lock at a cost to the student.

Nondiscrimination Policy

The University of Iowa prohibits discrimination in employment, educational programs and activities in accordance with the university Human Rights policy -- http://www.uiowa.edu/~our/opmanual/ii/03.htm. The University also affirms its commitment to providing equal opportunities and equal access to University facilities.

For additional information, contact the Office of Equal Opportunity and Diversity, 319-335-0705 (voice) and 319-335-0697 (text), 202 Jessup Hall, The University of Iowa, Iowa City, IA 52242-1316. 58871-8/06

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