1. Terms of Agreement
   
a. This contract is held between the student (referred to as “you” and/or “resident”) and University Housing & Dining (referred to as “UH&D”). If the student is a minor, this is an agreement between the student, guardian, and the University.

b. The University’s acceptance of this agreement (a room assignment) guarantees you a space in a residence hall, not a specific building, room, or living-learning community. Your assigned space may include expanded housing.

c. This agreement will be terminated immediately if you are suspended or dismissed from the residence hall or University. In any such instance, you agree to vacate the residence hall and not return without written approval of the University. You may be assessed a financial penalty for not meeting the full contract terms.

d. Your electronic signature and application fee payment indicate your agreement to the terms and conditions of the contract. This agreement becomes binding seven (7) days after the University emails notice of acceptance of the contract and room assignment to the student, or when the student takes possession of the room, whichever comes first.

e. No verbal statement by any party is considered an agreement or waiver of any term or condition, whether expressed or implied. This document constitutes the entire agreement of the parties.

2. Eligibility
   
a. You must be an enrolled student at the University of Iowa registered for at least 1 credit, or otherwise determined eligible by the Senior Director of UH&D.

b. You must be able to perform your own independent tasks with or without reasonable accommodations. You are responsible for your own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and or disability-related personal needs. You are expected to utilize the various resources available to provide care for yourself. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan, and/or leave the residence halls.

c. If your physical or mental health may jeopardize your or another resident’s safety or well-being, you may be required to have an examination by a university physician or university counselor to determine if you have the ability to live safely and independently in an unsupervised environment. If the physician or counselor determines that a health or safety concern exists, the Senior Director of UH&D/designee may amend or suspend your housing contract.

d. Subject to applicable obligations and University policy, the University reserves the right to determine that a student's medical condition, past behavior, and/or criminal activity is such that the interests of the University, the student, and/or other students would be best served by alteration or cancelation of the housing contract. If the University becomes aware that you have 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 your application, or may immediately terminate the contract.

e. Registered sex offenders are not eligible for University housing.

3. Contract Term
   
a. This housing contract is for the full academic year – fall and spring semesters. The contract does not include the winter break period between fall and spring semesters.

b. There is not a “fall only” contract option.

c. Contracts that begin spring semester include only the spring semester.
d. Winter break housing is available to students with a housing contract for an additional fee. You must register to remain in the residence halls during winter break. Students who graduate or withdraw from the University at the end of fall semester are not eligible for winter break housing.

4. Application
   a. You must submit a completed application and $75.00 application fee to be offered a room assignment.
   b. If your admissions fee has been waived by University, your $75.00 housing application fee will be deferred and charged to your fall University Bill (U-Bill).
   c. If you are under the age of 18 when you apply, your application must be electronically signed by a parent or guardian. The parent or guardian signature does not give any additional contractual rights, or allow your parent or guardian to receive any information protected by the Family and Educational Rights and Privacy Act (FERPA).
   d. Your application becomes a binding contract seven (7) days after the University emails notice of acceptance of the contract and room assignment to you, or when you take possession of the room, whichever comes first.
   e. You may cancel your application by notifying Contracts & Assignments in writing within the seven (7) day revocation period, or by completing the cancel section of the online application.
   f. You may not sell or transfer your housing contract to another student.
   g. You may not sublet your room space to another student.

5. Contract Cancellations
   a. You may be released from your housing contract without financial penalty based on the criteria below if you submit a request in writing with documentation:
      i. You are not attending the University due to graduation, withdrawal, transfer, academic dismissal;
      ii. You are married and living with your spouse in the community (marriage certificate required for verification);
      iii. You will be participating in an academically-sponsered study abroad, co-op, student teaching, or internship program outside of the Iowa City area (acceptance verification required); or
      iv. You are called to duty for active military service (military orders required for verification).
   b. If you cancel your housing contract because you are not attending the University, and then re-enroll in classes during the contract term, you will be financially responsible for your housing contract.
   c. Requests to be released from your housing contract due to other extenuating circumstances may be granted, but are not guaranteed. You must provide documentation in order for your request to be evaluated based on:
      i. A new medical/psychological condition that was nonexistent prior to you moving into your room that cannot be supported by a Reasonable Request for Accommodations within University Housing & Dining;
      ii. An unforeseen significant financial hardship that occurred after the contract binding date; or
      iii. An alternative circumstance not previously addressed.
   d. Requests to be released from your UH&D contract to live off-campus (including but not limited to privately owned houses, apartments, Greek houses) are only considered when demand for housing exceeds occupancy. Please note that the presence of students living in Expanded Housing will not factor into decisions regarding off-campus release requests.
e. You may request a buyout of your UH&D contract for the non-negotiable rate of $5000 for the academic year. The rate will be adjusted based on the date the buyout is effective:
   i. August 20 to October 1: $5,000
   ii. October 2 to December 17: $3750
   iii. January 14 to February 28, 2017: $2500
   iv. March 1 to May 13: $1250

6. Contract Terminations
   a. Your housing contract may be terminated in relation to any of the circumstances described herein:
      i. You are found responsible for violating the Student Code of Conduct or any other applicable law or University regulation;
      ii. You fail to register for courses; or
      iii. You fail to pay your University Bill.
   b. If your housing contract is terminated you will be assessed a contract recovery charge of $1500.00 ($750.00/semester) in lieu of holding you to the remainder of the contract. This charge is assessed to ensure that the financial interests of the residence system bondholders are met.

7. Costs
   a. You agree to pay the room and meal plan rates established by the Board of Regents. Your rate will be determined by the type of room you are assigned, along with the meal plan you select. The Board of Regents reserves the right to change the approved contract rates during the term of the contract by giving a 30 day advance notice.
   b. Housing costs do not include early arrival, winter break, or interim housing periods.
   c. Your room contract includes $200.00 in Hawkeye Dollars ($100.00/semester). This prepaid amount is credited to a special account accessed with your Iowa One Card (University ID). Hawkeye Dollars may be used for laundry and select vending machines in the residence halls.
   d. Your room and meal plan charges will be billed in full at the beginning of each semester.
   e. If you fail to satisfy your financial responsibilities to the University, your room contract and/or your meal plan may be cancelled according to University rules and regulations. If you are sent through termination/eviction proceedings, you will be responsible for residence hall charges and any applicable court or legal costs.
   f. If your room assignment and/or rate changes prorated charges/credits will be assessed to your U-Bill to reflect the new rate.

8. Occupancy Dates
   a. Fall Semester
      i. Contract housing for all students begins on Saturday, August 20, 2016 and continues until noon (12:00 p.m.) on Saturday, December 17, 2016 or 24 hours after your last final exam, whichever comes sooner.
      ii. Move in dates are as follows:
         1. New Residents will be assigned a move-in date of August 16, 17, or 18 at no additional charge.
         2. Returning Residents may move in on Saturday, August 20, 2016 at no additional charge.
      iii. Fall Early Arrival
         1. All new and returning students may move in early on Sunday, August 14, 2016 for an additional charge of $45.00 per day.
         2. New International Students may move in on Saturday, August 13, 2016 for an additional fee of $45.00 per day.
3. Early arrival charges will be added to your fall U-Bill.
4. Meals will be provided.

b. Spring Semester
   i. Housing contract begins for all on Saturday, January 14, 2017 and ends Saturday, May 13 at 12:00 noon, or 24 hours after last final exam, whichever comes sooner.
   ii. Spring Early Arrival
       1. All new students may move in early on Monday, January 9, 2017, for an additional charge of $45.00 per day.
       2. New International Students may move in on Saturday, January 7, 2017, for an additional fee of $45.00 per day.
       3. Early arrival charges will be added to your fall U-Bill.
       4. Meals will be provided.

c. Break Periods
   i. Thanksgiving Break – Sunday, November 20, 2016, to Sunday, November 27, 2016 – residence halls remain open with no meal service.
   ii. Winter Break begins at 12:00 noon on Saturday, December 20, and lasts until 8:00 am on Saturday, January 14, 2017.

9. Assignment Policy, Changes, and Consolidations
   a. Room Assignments
      i. UH&D follows the University of Iowa Human Rights policy statement when making your room assignment. [http://opsmanual.uiowa.edu/community-policies/human-rights](http://opsmanual.uiowa.edu/community-policies/human-rights)
      ii. UH&D will attempt to honor your preferences, however, does not guarantee a room assignment in a particular living-learning community, room type, or building.
      iii. UH&D reserves the right to assign/reassign any you to any space within UH&D, even if it is not your preference.
      iv. If you are assigned to a room/apartment that is designed as a space for a resident with a disability, the University reserves the right to transfer you to another room/apartment should an applicant/resident with a disability require use of the space.
   b. Expanded Housing
      i. There may be a need to assign you to expanded housing to accommodate the number of requests for residence hall space. You will pay a reduced daily rate during your time in expanded housing and receive a permanent assignment as space becomes available.
   c. Room Changes
      i. You may only occupy your assigned room.
      ii. Room changes require the written permission of UH&D.
      iii. Unauthorized room changes or failure to move out of a room at a designated time will result in being required to move back to your authorized assignment and/or disciplinary action.
      iv. Room changes are not permitted during the first two weeks and last two weeks of each semester.
   d. Room Consolidations
      i. If a vacancy occurs in your room during the course of a semester, you must consolidate with another resident in a similar situation, or choose to pay the adjusted rate according to actual room occupancy. Available options depend on occupancy at the time of vacancy. If you refuse to consolidate, you will be charged an increased rate for lower occupancy.
ii. The option to purchase the other portion of your room may be available from UH&D throughout the semester. Single rooms will be made available based on availability and need. It will be at the discretion of UH&D when these will be offered.

10. Roommates
   a. UH&D will share your name, postal and email addresses, and telephone number, which are all considered public directory information, with any assigned roommate(s) unless a FERPA restriction is in place on this data. You can restrict some or all of your directory information online in MyUI (formerly ISIS) under Student Records, Student Life Management, Restrict or Unrestrict Student Information.
   b. In order to request a specific person as your roommate, the request must be mutual and submitted by the required deadline.
   c. There is no guarantee of an assignment with a specific individual. Failure to honor your roommate preferences will not void your housing contract. Assignment changes or contract decisions are made on an individual basis, and are not influenced by actual or preferred roommate pairings. Decisions made regarding your contract or assignment will not alter the status of your roommate’s contract or assignment.
   d. If you participate in activities that bully, intimidate, harass, and/or physically harm a potential roommate either in person, verbally, or through electronic medium (including by not limited to social media websites, texts, email, and/or instant messaging), UH&D may change your assignment to a different room and/or residence hall, and/or cancel your housing contract.
   e. UH&D reserves the right to change your room, hall, and/or living-learning community assignment if you and your roommate are unable to resolve incompatibility problems.

11. Room Entry and Search
   a. You have the right to be secure in your residence hall room against unreasonable entry, search, and seizure. 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 their room door. Failure to comply constitutes a policy violation and will result in disciplinary action.
   b. University officials may enter your room under the following circumstances:
      i. Maintenance and custodial services requested by the occupant(s) or university personnel is being performed.
      ii. Routine inspection of rooms for safety, health, and general upkeep purposes or if maintenance is performed.
      iii. There is perceived risk to safety, health, and/or occupant(s) or institutional property.
      iv. During announced break times.
      v. There is reasonable suspicion that a university policy is being violated.
      vi. Turning off an alarm, loud stereo/music, or loud TV when residents are not present.
      vii. There is a search warrant being carried out by a member of law enforcement.

12. Meal Plans
   a. All students living in the residence halls are required to subscribe to either a Gold or Black meal plan. Students living in a room with a University-supplied kitchen may have the option of a Hawkeye meal plan.
   b. If you do not select a meal plan during the application process, you will be assigned the Gold meal plan.
   c. Fall semester meal plans begin on the contract effective date (August 20, 2016) and continue while classes are in session. Spring semester meal plans begin the Monday after the contract effective date (January 16, 2017) and continue while classes are in session.
   d. Meal plans do not carry over from one semester to the next. Herky Booster pack balances carry over and do not expire until the end of the spring semester.
e. Menus in the Market Places satisfy nutritional needs for the majority of medical dietary requirements and religious/lifestyle practices. Dining staff and/or our dietitian are available to work with students to meet specified dietary needs. A Reasonable Accommodation Request form must be submitted with documentation.

f. Meals are served seven (7) days a week at various locations across campus. Hours may be found online: http://dining.uiowa.edu/.

g. Your Iowa One Card (University ID) cannot be used to admit others into the Market Places. If you have a Black or Gold meal plan you can use guest meals to allow your guests to eat for free.

h. To help ensure meal plans are used fairly, a 25-minute reuse delay is placed on your ID card. Additional swipes used before the 25-minute reuse delay expires will be deducted from the cardholder’s Flex meal balance.

i. Changes
   i. Meal plans may not be sold or transferred to another student.
   ii. You may change your meal plan online during the first few weeks of each semester.
      1. Fall semester meal plan changes must be made online by Friday, September 9, 2016.
      2. Spring semester meal plan changes must be made online by Friday, February 3, 2017.
   iii. If you move to a room with a University-supplied kitchen, you have five (5) business days from the effective date of the transfer to change your meal plan.
   iv. If you move from a room with a University-supplied kitchen, to a room without a kitchen, you must choose either the Black or Gold meal plan within five (5) business days. If a meal plan is not chosen, the Gold will be assigned.

j. Cancellations
   i. Only returning residents and transfer students living in a room with a University-supplied kitchen may cancel their meal plan.
   ii. If you cancel your residence hall contract your meal plan will be cancelled.

k. Refunds
   i. Meals missed because of late move-in, specific diets, religious beliefs and activities, employment, or classes scheduled during the meal hours are not refundable.
   ii. Refunds for cancelled meal plans will be made based up on the weekly refund rate schedule, regardless of the number of meals eaten, available on the dining.uiowa.edu website.
   iii. Refund requests based on prolonged illness or unavoidable absences in excess of seven (7) consecutive days may be considered and must be provided in writing with documentation to Contracts & Assignments.

13. Keys and Access Cards
   a. You will be issued a key to your room upon check in. Depending on your room assignment, you may also be issued a building key, access card, and/or a bathroom key.
   b. You are responsible for the use and return of your assigned keys and/or access cards. You cannot duplicate, or transfer your keys to someone else.
   c. Lost, stolen, or missing keys/access cards constitute a security risk and automatically result in rekeying a room lock at a cost to the student.

14. Damages
   a. You are responsible for all associated costs related to damage beyond normal wear to the room or its furnishings. You will be provided a Room Condition Checklist (RCC) upon move in to your room. You then have 7 days to submit updates to the form in writing at your hall desk.
b. You may not change the residence hall facilities nor remove or replace furniture supplied with the room.

c. 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.

d. 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.

e. You 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 15 below.

f. 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 UH&D.

15. Liability

a. 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 their personal property is covered by parents’ homeowner’s policies or should purchase whatever personal property insurance is desired.

b. 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.

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

16. General Conditions

a. 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 and; the Standards of Student Behavior for Residence Halls; featured on the UH&D 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.

b. No resident is to use their room or permit it to be used for any commercial purposes. Commercial soliciting in the building or on the grounds is forbidden.

c. 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.

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

Updated 4/27/2016