

RESIDENCE HALL TERMS AND CONDITIONS

ACADEMIC YEAR 2020-2021

1. Terms of Agreement

- a. This contract is held between the student (also referred to as “you” and/or “resident” and University Housing and Dining (referred to as “UH&D” and/or “Contracts and Assignments”). 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 indicates 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. Admitted students at least 16 years of age by August 1, 2020, are eligible to apply and live in the residence halls.
- b. You must be an enrolled student at the University of Iowa registered for at least 7 credits on the 10th day of classes, or otherwise determined eligible by the Senior Director of UH&D.
- c. 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.
- d. 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.
- e. 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 cancellation 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.
- f. 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, with a start date of August 22, 2020 and end date of May 15, 2021. The contract does not include housing accommodations during the winter break period between fall and spring semesters.
- b. Winter break housing is available to students with a housing contract for an additional fee. You must register and pay 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.
- c. There is not a “fall only” contract option.
- d. Contracts that begin spring semester include only the spring semester.

4. Application

- a. You must submit a completed application online and a non-refundable \$75.00 application fee to be offered a room assignment.
- b. If your admissions fee has been waived by the 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 and 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-sponsored 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 reasons not listed above in 5.a. may be considered, but may not be approved. You must provide documentation in order for your request to be evaluated. Other reasons that may be considered are:
 - 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 Accommodation within University Housing and Dining;
 - ii. An unforeseen significant financial hardship that occurred after the contract binding date; or
 - iii. An unanticipated circumstance not previously addressed.

6. Contract Buyouts

- a. You may request a buyout of your UH&D contract for the non-negotiable rate of \$5,000 for the academic year. The rate will be adjusted based on the date the buyout is effective:
 - i. August 22 to October 1: \$5,000
 - ii. October 2 to December 19: \$3,750
 - iii. January 16 to February 28: \$2,500
 - iv. March 1 to May 15: \$1,250
- b. The effective date of your buyout is determined based upon when you officially check out of the residence halls. If you request a contract buyout prior to the start of the contract, August 22 will be your buyout effective date.

7. Contract Terminations

- a. Your housing contract may be terminated in relation to any of the following circumstances:
 - 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 responsible for the full cost of your housing contract.

8. Costs

- a. You agree to pay the room and meal plan rates established by the Board of Regents, State of Iowa (referred to as Board of Regents). Your rate is 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 accommodations for early arrival, winter break, or interim housing periods.
- c. All room contract holders are also assessed a \$200.00 Hawkeye Dollar charge (\$100.00 per semester). The \$200.00 credit is placed in your Hawkeye Dollar account, which is accessible with your Iowa OneCard (University of Iowa ID). Hawkeye Dollars may be used for purchases in campus dining venues, laundry, and select vending machines on campus.

- d. Your room and meal plan charges will be billed in full at the beginning of each semester.
- e. You will be responsible for the cost of your room and meal plan regardless of whether or not you pick up keys and move into the room.
- f. 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.
- g. If your room assignment and/or rate changes, prorated charges/credits will be assessed to your U-Bill to reflect the new rate.
- h. Credits are not provided for cancellations during the last two weeks of the term.

9. Occupancy Dates

- a. Fall Semester
 - i. Contract housing for all students begins on Saturday, August 22, 2020, and continues until noon (12:00 p.m.) on Saturday, December 19, 2020, 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 18, 19, 20, at no additional charge.
 - 2. Returning residents may move in on Saturday, August 22, 2020.
 - iii. Fall Early Arrival
 - 1. All new and returning students may move in early on Sunday, August 16, 2020, for an additional charge of \$35.00 per day.
 - 2. New international students may move in on Saturday, August 15, 2020, for an additional charge of \$35.00 per day.
 - 3. Early arrival charges will be added to your fall U-Bill and are non-negotiable.
- b. Spring Semester
 - i. Contract housing begins for all on Saturday, January 16, 2021 and ends Saturday, May 15, 2021, at 12:00 noon, or 24 hours after last final exam, whichever comes sooner.
 - ii. Spring Early Arrival
 - iii. All new students may move in early on Monday, January 11, 2021, for an additional charge of \$35.00 per day.
 - iv. New international students may move in on Saturday, January 9, 2021, for an additional fee of \$35.00 per day.
 - v. Early arrival charges will be added to your spring U-Bill and are non-negotiable.
- c. Break Periods
 - i. Fall/Thanksgiving Recess – Sunday, November 22, 2020, to Sunday, November 29, 2020 – residence halls remain open with no meal service beginning November 22.
 - ii. Winter Break begins at 12:00 noon on Saturday, December 19, 2020, and lasts until 8:00am on Saturday, January 16, 2021. Residence halls close with no meal service beginning December 18. Students may sign up to stay in their rooms for an additional charge.
 - iii. Spring Break – Sunday, March 14, 2021, to Sunday, March 21, 2021 – residence halls remain open with no meal service beginning March 14.

10. 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. **opsmanual.uiowa.edu/community-policies/human-rights**.
 - ii. Students with disabilities must submit a Reasonable Request for Accommodation by the priority deadline. Requests received after the priority deadline will be considered as space allows.
 - iii. UH&D will attempt to honor your preferences; however, this does not guarantee a room assignment in a particular living learning community, room type, building, or with a specific roommate.
 - iv. UH&D reserves the right to assign/reassign you to any space within UH&D, even if it is not your preference.
 - v. 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 change your room assignment 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. You must vacate your expanded housing assignment when a permanent space is assigned. UH&D will make your permanent housing assignment that may not include your preferences.
- 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 of the semester. Fall semester room changes are not allowed beginning at Thanksgiving Recess. Spring semester changes are not allowed beginning at spring break.
- d. Room Consolidations and Buyouts
 - i. If a vacancy occurs in your room during the course of a semester, you may be required to 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 the prorated rate consistent with the occupancy of your room.
 - ii. The option to purchase ("buyout") 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.

11. 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.
- 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 roommate or potential roommate either in person, verbally, or through electronic medium (including but not limited to social media websites, texts, email, and/or instant messaging), UH&D reserves the right to 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.

12. Meal Plans

- a. Costs
 - i. You agree to pay the meal plan rate determined by the Board of Regents. Your rate is determined by the meal plan you select.
 - ii. 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. Eligibility
 - i. Students, faculty, and staff living off campus may purchase a meal plan online.
 - ii. All students living in the residence halls are required to select either a Gold or Black meal plan, unless they are assigned to a room with a university-supplied kitchen.
 - iii. Students living in a room with university-supplied kitchen also have the option of a Hawkeye meal plan.
 - iv. Returning students assigned to a room with a university-supplied kitchen may opt out of a meal plan.
 - v. If you do not select a meal plan online, you will be assigned the Gold meal plan.
- c. Dates
 - i. Meal plans begin at the start of the contract date and continue while classes are in session.
 - 1. Fall semester meal plans begin August 15, 2020 and end on December 18, 2020. Market Places will close for Thanksgiving Recess.
 - 2. Spring semester meal plans begin January 16, 2021 and end on May 14, 2021. Market places will close for spring break.
 - ii. Meals are served seven (7) days a week at various locations across campus. Hours may be found online: **dining.uiowa.edu**.
- d. Usage
 - i. You must present your Iowa OneCard (University of Iowa ID) to the cashier to use your meal plan.
 - ii. To help ensure meal plans are used fairly, a 25-minute reuse delay is placed on your Iowa OneCard. Additional swipes used before the 25-minute reuse delay expires will be deducted from the cardholder's Flex meal balance.
 - iii. Flex meals are limited to 5 meals per day.
 - iv. Students with Black and Gold meal plans have 8 guest meals to allow a guest to eat with them.
 - v. Gold, Black, and Hawkeye meal plans do not carry over from one semester to the next.
 - vi. Herky Booster Pack meal balances carry over from summer to fall to spring and do not expire until the end of the spring semester.
 - vii. Unused meals are forfeited and non-refundable.

- e. Health and Safety
 - i. As in any community dining establishment, dining on campus brings many individuals such as students, staff, faculty and community members in contact with one another. University Housing and Dining will implement reasonable public health and safety measures regarding infectious disease as recommended by the applicable public health authorities. University Housing and Dining strongly encourages all individuals to follow the recommended public health guidelines, but it cannot control the behavior of any particular individual. As a result, the University of Iowa is not and will not be liable for any public health threat to which a student or visitor may be exposed, including but not limited to the transmission of any infectious disease such as COVID-19.
 - ii. Students and dining guests are strongly encouraged to practice responsible hygiene habits and other health-related practices as recommended by the Centers for Disease Control and other applicable public health authorities.
 - iii. University Housing and Dining does not assume any liability for adverse reactions to food/drink consumed, the presence of a foreign body in food/drink, or items with which one may come into contact while eating/drinking or purchasing items at any UI dining location, convenience store, or retail location.
- f. Dietary Needs and Restrictions
 - i. Menus in the market places satisfy nutritional needs for the majority of medical dietary requirements and religious/lifestyle practices. Students with food allergies or special diets should work with a University Housing and Dining nutrition specialist or a location manager regarding their specific needs. A Dietary Needs Request must be submitted with documentation.
 - ii. University Housing and Dining cannot guarantee the accuracy of food safety and nutrition information. Food items are labeled with common allergens based on ingredient information provided by manufacturers. Nutrition and ingredient information may vary due to product substitutions and formulation by the manufacturer prior to being purchased by the university.
 - iii. University Housing and Dining will implement reasonable health and safety measures, but is not and will not be liable for any cross-contact or cross-contamination that may occur.
- g. 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.
 - iii. Fall semester meal plan changes must be made online by Friday, September 4, 2020.
 - 1. Spring semester meal plan changes must be made online by Friday, January 29, 2021.
 - 2. 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 if you so choose.
 - 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 plan will be assigned.
 - v. Meal plans purchased after the deadlines outlined in 12.g.ii. above may be changed within five (5) business days from the date of purchase.
- h. Cancellations
 - i. Only returning residents and transfer students living in a room with a university-supplied kitchen may cancel their meal plan based on the dates provided in the meal plan change section 12.g.ii. above.
 - ii. If you cancel your residence hall contract, your meal plan will be cancelled.
 - iii. Students and/or staff who live off campus may cancel their meal plan after the dates provided in the meal plan change section 12.g.ii. above within five (5) business days from the date of purchase.
 - iv. All cancellations will be subject to the meal plan refund schedule regardless of purchase date or actual usage: **dining.uiowa.edu/meal-plan-refunds**.
- i. 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 on the weekly refund rate schedule, regardless of the number of meals eaten. This schedule may be found on the dining website: **www.dining.uiowa.edu**.
 - 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 and Assignments.
- j. Meal Contract Terminations
 - i. In the event all or a portion of the university housing and dining system and/or supply chain becomes unavailable, as determined by the university, due to an unforeseeable circumstance including, but not limited to, natural disaster; fire; flood; tornado; war; embargo; health epidemic or pandemic; quarantine; riots; civil disobedience/unrest; strikes, lockouts, or other labor disturbances; acts of God; or declaration of emergency, the university may terminate this contract without prior notice.
 - ii. The university is not responsible for providing alternate dining to the student once a contract is terminated.
 - iii. Credits or refunds for unused meals may be issued at the university's discretion.

13. Keys and Access Cards

- a. You will be issued a key to your room upon check in, and 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 at a cost to the student.
 - i. Once a request to rekey a room lock has been submitted, it cannot be reversed.

14. 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 peace officers is governed by 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. Performance of maintenance and custodial services requested by the occupant(s) or university personnel.
 - ii. Routine inspection of rooms for safety, health, and general upkeep/maintenance purposes.
 - iii. There is a 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.

15. UH&D Fitness Centers

- a. Residents may use the fitness centers in Catlett, Currier, Hillcrest, and Mayflower halls if they follow all posted rules and regulations.
- b. The student assumes all dangers and risks of injury or death from use of the fitness centers, releasing the university of any and all liability.

16. Damages

- a. You are responsible for all associated costs related to damage beyond normal wear to the room or its furnishings. Your room will be inspected before move in and you will have an opportunity to update any damages that may have been missed via an electronic form. It is your responsibility to report any damages in writing within one week of moving into your room.
- b. You may not change the residence hall facilities nor remove or replace furniture supplied within the room or building.
- c. Repair and maintenance issues are only remedied 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 floors (restrooms, lounges, study rooms, hallway, etc.) and in stairwells 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 for personal property coverage. University liability for loss of or damage to the personal property of the student or for injury to the student's person while the student is a resident is set forth in Section 17 below.
- f. Personal property left in student rooms after check out will be disposed of after 7 days at the discretion of UH&D.

17. Health and Safety

- a. As in any community, living in campus housing and eating at a campus dining operation brings students in contact with many individuals: fellow students, staff, faculty, and community members. University Housing and Dining will implement reasonable public health and safety measures regarding infectious disease as recommended by the applicable public health authorities. University Housing and Dining strongly encourages all individuals to follow the recommended public health guidelines, but it cannot control the behavior of any particular individual. As a result, the University of Iowa is not and will not be liable for any public health threat to which a student or visitor may be exposed, including but not limited to the transmission of any infectious disease such as COVID-19. Living with a roommate and/or among other residents, which necessarily involves sharing bedrooms, bathrooms, kitchens, laundry facilities, computer rooms, courtyards, and other common areas involves risk of contracting infectious disease. Your electronic signature indicates your acknowledgment and understanding of this risk.
- b. Students are expected to follow the health and safety measures implemented by the University as recommended by the Centers for Disease Control and other applicable public health authorities during a public health crises. The health and safety measures may be subject to modification as the public health guidance changes and may include, but is not limited to, social distancing, wearing a face covering, limitations on visitors in the residence halls, and quarantine/isolation requirements.

- c. Students are responsible for cleaning and sanitizing their residence hall room. University Housing and Dining will not be responsible for cleaning and sanitizing occupied residence hall rooms and the corresponding doors and doorknobs/handles.
- d. In the event of a presumptive positive or positive test for a communicable disease or infection such as COVID-19, students are expected, and hereby agree, to adhere to instructions from Student Health or their personal healthcare provider regarding treatment and/or quarantine in order to minimize exposure to the rest of the community.
- e. University Housing and Dining will not notify students regarding the health status, testing, or treatment of other students or staff members.

18. Liability

- a. The university assumes no liability for any loss or damage to any resident's personal property, except as caused by negligent acts of its employees, and does not carry insurance on any resident's personal property. All residents should determine if their personal property is covered by their family's/guardian's homeowner's or other insurance policies and should purchase personal property insurance as needed.
- b. In the event all or a portion of the university housing and dining system and/or supply chain becomes unavailable, as determined by the university, due to an unforeseeable circumstance including, but not limited to, natural disaster; fire; flood; tornado; war; embargo; health epidemic or pandemic; quarantine; riots; civil disobedience/unrest; strikes, lockouts, or other labor disturbances; acts of God; or declaration of emergency, the university may:
 - i. Terminate this contract without prior notice;
 - ii. Require some or all residents to leave university housing for some or all of the current contract term;
 - iii. Relocate some or all residents to replacement housing; and/or
 - iv. Take other reasonable action that the university deems necessary.
- c. The university is not responsible for providing alternative housing to the student once a contract is terminated.
- d. Credits or refunds may be issued at the university's discretion.
- e. The university is not liable for any damages, whether direct or consequential/indirect, resulting from aforementioned actions.
- f. The university is not responsible for injuries to the student or student invitees which might result from the use of the premises.

19. 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; Residence Hall Specific Policies within the Code of Student Life, including those featured on the UH&D website; and the terms and conditions of the residence hall contract. Violations of the university policies and 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 solicitation 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. Service dogs are allowed by law, and emotional support animals may be approved by the university following an interactive process as part of a documented medical accommodation.
- d. A student may, at the discretion of the Office of the Dean of Students, law enforcement, or 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.