

Welcome to the Indiana State University Apartments' community. The information, procedures and regulations set forth on the following pages are presented to explain the details of the apartment contract.

APPLICATION FOR AN APARTMENT

Application Fee

A \$20.00 non-refundable, one-time application fee must be paid at the time of application to the Office of Residential Life.

Cancellation of Application

The application for University Apartments may be canceled at any time prior to the signing of a contract by written notice to the Office of Residential Life.

Denial and Eviction

The University reserves the right to deny housing or evict tenants who are not in good conduct or financial standing with the University, violated the policies of Residential Life, have a criminal record, or falsify information on their housing application. It is the policy of Residential Life to carefully screen applicants who have criminal records. While conviction of a crime will not necessarily result in denial of housing, it is the policy of Residential Life not to house individuals who have been convicted of violent crimes or certain other felonies.

THE HOUSING CONTRACT

Three contract options are available:

Option #1 is for a calendar year (August – July).

Option #2 is for an academic year (August - May).

Option #3 is for the summer only (May – July).

Consult your particular contract for exact contract term dates.

Cancellation of Contract Prior to Occupancy

After the contract is signed and returned, it may subsequently be canceled only by written notice to the Office of Residential Life. Contracts canceled less than 30 days prior to the effective date will result in forfeiture of the first month's rent.

Termination of Contract after Occupancy

The University Apartments contract is a legal and binding document. The conditions of the contract will remain in full effect for the length of the contract term and shall be binding on the Tenant and University.

At the conclusion of the contract term, the Tenant will be expected to begin a new contract term in order to continue residing in his/her apartment. If the Tenant's contract is not "renewed" at the conclusion of each contract term, then the Tenant will be expected to vacate the apartment at the expiration date of his/her contract.

If the Tenant wishes to end the apartment lease and not “renew” his/her contract, the Tenant will be expected to submit a vacate notice to the University Apartment Office at least thirty (30) days prior to the expiration of the apartment contract to indicate his/her intentions for relinquishing possession of the apartment. Rent charges will continue until the end of the 30 day notice period, the expiration of the contract, or the actual date the apartment is vacated, whichever is later.

Tenants with a drastic change of circumstances since signing his/her original contract, who desire to break his/her contract prior to fulfilling the contract term, may request a contract release. A Contract Release Form must be completed and returned to the Office of Residential Life. Forms can be picked up from the Office of Residential Life or can be found on www.indstate.edu/reslife/. The requests will be reviewed on a case-by-case basis. If the request to be released from the contract is denied, the tenant will have the option of buying out of the remainder of his/her contract. Specific questions concerning contracts and the contract release process should be addressed to the Office of Residential Life.

In the event the Tenant withdraws from Indiana State University, does not enroll, is expelled or suspended as a student, or in the case of an employee, his/her employment by Indiana State University is terminated, the University may, at its sole discretion, immediately terminate the contract and the University will be entitled to immediate possession of the apartment. Tenants who complete their academic work, withdraw, vacate his/her apartment voluntarily, or are requested by the University to leave at any time during the period of his/her contract will be held responsible for rent for a thirty (30) day period from the date of notification or from the date the Office of Residential Life is aware of departure, if notification is not given.

The University may, at its discretion, terminate the contract and take possession of the apartment together with the furnishings and equipment therein at any time for violation of any of the covenants, conditions, or regulations contained in the contract, or for health, social, or any other reason deemed necessary by University officials.

The University may terminate the contract by written notice to the Tenant of its intent to do so by U.S. mail or delivery to the Tenant's University address not less than sixty days (60) days in advance for the proposed date of termination or not less than ten (10) days in advance of the proposed date of termination in those cases of the Tenant's breach of a contract.

If the apartment is shared by two contracted students, both will be responsible for all rent, fees, cost, damages, and any other charges or expenses incurred during the term of the contract. In addition, if one of the contracted students move out, then the remaining student will be responsible for all fees, costs, damages, and any other charges or expenses incurred during the term of his/her contract.

The contract shall not be terminated prior to the expiration of the original termination date in order for the Tenant to change his/her address to a private home, fraternity house, or other housing, or to commute. In the event of a drastic change in circumstances beyond his/her control, a Tenant may apply for a Contract Release to be released from the terms of the contract.

Surrender or Possession

In the event it becomes necessary for the University to enforce the terms and conditions of the contract by legal means, or otherwise and if by such action the University suffers additional expense, including attorney's fees and court costs, the Tenant hereby agrees to reimburse the University for such costs and expenses as additional monies due in addition to the contract.

At the termination of the contract the Tenant agrees to immediately surrender the apartment, furnishings, and equipment to the University in a clean and orderly condition.

TENANT ELIGIBILITY

Eligibility Tenants are:

- Students with Families (spouse or children)
- Unmarried (single) Graduate Students
- Undergraduate, Unmarried Students at least 21 years old or with fifty-six (56) credit hours completed
- Undergraduate, Single Students with special circumstances (With written approval from Residential Life)
- Faculty and Staff
- Emeriti Faculty and Staff

All eligible students will receive priority over faculty and staff. Assignments will be made on a first-come first-serve basis.

The following additional conditions are applicable for remaining eligible for University Apartments:

- Tenants must be enrolled at Indiana State University. Exceptions must be approved in writing by the University Apartments' Office, in advance.
- If the Tenant ceases to be a student in good standing, the University may at its sole option, terminate the contract and the University shall be entitled to immediate possession of the apartment.
- Tenant may retain occupancy during the summer even though the Tenant is not enrolled in summer school, but must be enrolled for the following fall semester.
- The apartment must be occupied only by the Tenant and other occupants listed on the contract.

Status of Tenant

The Tenant agrees to provide the University, upon request, birth certificates, adoption papers, or guardianship papers for children who will live in the apartment. Any changes in occupancy (i.e. birth of child, marriage, etc.) must be reported in writing to Residential Life within ten (10) days after the change occurs. The Tenant agrees to maintain occupancy of the apartment as indicated on the contract.

RENT

Rent and Rental Payments

Rates for each apartment are established in the Rate Chart, available upon request from the University Apartment Office, Office of Residential Life, or by visiting www.indstate.edu/reslife.

Rent is payable in advance and is due on the first of each month. One month's rent will be due upon signing of the contract. If the effective date of the contract is other than the first day of the month, the rent will be pro-rated for the second month's rental payment on the basis of a daily rate equal to 1/30 of the monthly rent. Rental charges begin on the effective date of the contract or the date the apartment keys are issued to the tenant, whichever is earlier.

When a Tenant's rent account becomes 30 days delinquent, the Tenant may be requested to immediately vacate the apartment. Financial obligations to the University must be met for a Tenant to continue enrollment and occupancy.

The monthly rent charges cover the rental, utilities, University telephone, high-speed internet, and cable television services (as well as furnishings in Unit 1).

Should the Tenant become an ISU faculty or ISU staff member during the term of this contract, the rent shall automatically and without notice increase to the amount payable as rent by ISU Faculty/Staff members.

The ISU Board of Trustees reserves the right to change rates at any time within 60 days notice.

Subletting

Under the following conditions Tenants may sublet his/her apartment during the summer months only.

Procedures are as follows:

- Tenant and Lessee must sign the Apartment Sub-Lease Contract form available at the Office of Residential Life. If there is a co-tenant or more than one sublessor, all parties must be present to sign the sub-lease agreement.
- Subleases can only be negotiated with individuals who meet the eligibility requirements for University Apartments.
- The proposed new lessee is subject to approval by the Office of Residential Life.
- The original Tenant will release his/her apartment key(s) to the sublessor on the date specified on the sublease agreement. Key(s) are to be returned to the original tenant at the termination of the sub-lease agreement.
- The original Tenant will remain responsible for the rent, damages, cleaning, and key(s) for the apartment. Accounts will be maintained in the name of the original Tenant only.
- Sublessors are required to abide by all University and University Apartment policies.

FURNITURE, FURNISHING & EQUIPMENT

Lead Paint

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Indiana State University has no knowledge of the presence of lead-based paint or lead-based paint hazards in University Apartments. Additionally, no reports of lead-based paint or lead-based hazards have been provided to Indiana State University regarding facilities at University Apartments.

Personal Property

The University reserves the right to restrict the use of a Tenant's own furniture. Additional refrigerators, stoves, washers, dryers, and air conditioners cannot be moved into or installed in any of the apartments. Upon receiving the apartment key, the Tenant accepts full responsibility for any and all damages to the University property or shortages of University furnishings during the period of occupancy.

Waterbeds are permitted, provided the Tenant has written permission from the University Apartments Office. Proof of Waterbed Insurance or Renter's Insurance will be required. The Tenant will be responsible for all damages occurring as a result of a waterbed malfunction.

MAINTENANCE

Apartment Inspection and Repairs

In the interest of health and general welfare of the community, the University reserves the right to inspect apartments for cleanliness and upkeep. The University also reserves the right from time to time, at its own expense or the expense of its agents or contractors, to make renovations, repairs and alterations in and about the leased premises and may enter the premises at a reasonable hour for these purposes.

Maintenance

The Tenant agrees that no alterations or changes in the building, furniture, or equipment on said premises will be made without first obtaining the consent in writing from the University Apartment Office. A breach of this agreement will be cause for termination of the contract at the option of the Office of Residential Life. The Tenant agrees to pay any and all damages, which may be sustained to said property by reason of such breach. The Tenant agrees to pay the cost of repairing damage to the building, equipment and/or furnishings resulting from carelessness or negligence. This will include (but is not limited to) such items as cleaning clogged sinks; drains and toilets or repairing disposals that fail to operate because of improper use.

The Tenant agrees to report all maintenance concerns in a timely fashion via the online work order system.

Tenants shall not install any of the following, unless written consent has been obtained from the University Apartments Office:

- Additional locks or fixtures
- Additional electric wiring
- Outside antennas/satellite dishes
- Decals or transfer pictures
- Shades, blinds, awnings or window guards not already installed by the University
- Nails, tacks, tape, bolts, or screws in the walls, doors casings, floors, and ceilings

UTILITIES

The University will furnish electricity, water, telephone service, air conditioning and heat. The Tenant agrees not to waste water, or electricity, and agrees to pay for all damages that may be sustained to said property by reason of waste, misuse, or neglect.

Extension telephones and other equipment requiring special wiring may not be installed in the apartment.

Local Area Network (LAN) for Computers

Each apartment is equipped with a computer port which will allow direct access to LAN. The LAN access port is located in the living room area of each apartment. Tenants must have his/her own personal computer and user account with the University.

CASUALTY LOSS

If the apartment is destroyed by fire, or other casualty, interruption of utilities, or rendered unusable for any cause, other than the negligence of the Tenant (including his/her family or guest) the contract shall be terminated. The liability for rent will cease upon receipt of rent from the Tenant to the date of termination if no other like apartment can be offered to the Tenant.

HOUSING POLICIES

Conduct

The Tenant will be held responsible for his/her conduct and for that of his/her household or guest. It may be considered a breach of contract by the Tenant, if members of the household, or guest(s) commit acts that are in violation of any of the covenants, conditions, or regulations forming any part of the contract. Serious or repeated violations of the University conduct code or acts, which create unusual or unacceptable health or social circumstances in or around University Apartments, will also be

considered a breach of contract. This includes excessive noise, disruptive or dangerous behavior, hazing, harassment, or intimidating behaviors.

Guests

Tenants may have family members who visit occasionally. In the case of a visitor(s) remaining for more than two weeks, the office must be notified of the visitors' presence, his/her relationship to the Tenant and the planned length of the visit. The University has the right to limit the number of days a Tenant may have a visitor(s).

Keys

The University Apartments Office will issue one key per Tenant, and/or legal adult listed on the contract, at the time the apartment is occupied. Arrangements for additional keys for children may be made with the University Apartments Office. Lost keys must be reported to the University Apartments Office immediately.

Tenants are required to surrender all apartment keys to the University Apartment Office after all personal belongings have been removed from the apartment. If office is closed, the keys may be put in an envelope and deposited in the University Apartments Office door drop box. Be sure to include: Tenant's name, apartment and unit number, the date, and the reason for return of the key.

Laws, Safety and University Policies

Tenants are expected to comply with all Federal and State laws and city ordinances, which may now or hereafter be enacted. Rules adopted by the University concerning safety, health and welfare must be complied with and can be found in the Indiana State University Student Handbook and in the Code of Student Conduct.