1. **CONTRACT OFFER**

The delivery of this contract by Marian University to the student constitutes an offer of accommodation when the residence halls are open and the execution of the Contract Acceptance Agreement by the student constitutes acceptance thereof. This agreement is contingent upon the availability of space within the University's housing units and the student's full-time (at least 12 credit hours) designation.

2. **CONTRACT ACCEPTANCE**

Housing Contracts are effective for the term specified (entire academic year) and are binding on all students who sign a Contract. Refer to official campus calendar regarding dates Residence Halls are closed during this period.

EACH HOUSING CONTRACT ACCEPTANCE AGREEMENT REQUIRES AN INITIAL PAYMENT OF A $125.00 RESIDENCE HALL DEPOSIT. ANNUAL RENEWAL OF CONTRACT ACCEPTANCES REQUIRES A ROLL-OVER OF THE $125.00 DEPOSIT.

During each semester, charges for damages that are identifiable with a student or group of students will be assessed to those students and not deducted from their hall deposit. Charges for damages to public areas not identifiable with any student or any group of students will be prorated and assessed to all students living in the hall or to those students living in a specific area of the hall. These charges will be billed to the student or students and are payable immediately.

The $125.00 deposit (or roll-over deposit for renewal of contract) must be submitted with the completed Housing Application before the student's housing preferences will be considered and assignments are made.

3. **RESIDENCE HALL SERVICES**

The University agrees that the student will be assigned a space in a Marian University residence hall, which includes furnishings and utilities (except long distance telephone calls), use of common facilities and food service in accordance with provisions of this Contract and established policies.

4. **ASSIGNMENTS AND OCCUPANCY**

    a. Full power is reserved to the University through the designated University Official to make or change space assignments.

    b. The University agrees to consider the information and requests provided on the online housing application when assigning living accommodations, but *no guarantee of specific assignment is implied*. Discriminatory requests or practices are contrary to the philosophy of the University and will not be considered.

    c. At the beginning of each semester, students are assigned to a specific residence hall room; changes may be made only with specific authorization from the Resident Director, the Assistant Director, or the Director of Housing and Residence Life. Upon occupying the space assigned, the student thereby accepts such space, furnishings, and related facilities so provided as compliance in full with the terms of the Contract by the University. No student shall be authorized to sublet assigned residential space.

d. Failure to occupy assigned space before noon of the second day of classes in any semester, without having given the Resident Director or the Housing and Residence Life Office prior notice of delayed arrival, may result in the loss of assigned accommodations. Such loss of space shall not relieve the student of responsibility for accepting other available residence hall accommodations.

e. If vacancies occur in a multiple occupancy room, the remaining student(s) agrees to accept other roommates as assigned, or to move into other space if requested, or, at the University's discretion, to pay the established rate to guarantee single occupancy in a multiple occupancy room/pro-rated premium single room charge.

f. During the time between semesters, and during regular vacation periods, residents are encouraged to remove personal effects and anything of value from their room. The University will not be responsible for any loss of personal property. When a student leaves the hall for the summer period, all personal property must be removed from the hall.

g. Students are personally responsible for the security of articles stored in their rooms. Recording serial numbers of television sets, computers, etc., is recommended and may be done through the Campus Police (317-955-6789). Students are also encouraged to obtain renter‘s insurance for any and all articles stored in their rooms.

h. Any student whose actions are found to be detrimental to the welfare of him/herself or other students may be required to move into another space or to withdraw from the residence halls without financial refund. Non-compliance with University rules or regulations may result in cancellation of current enrollment or denial of subsequent registration.

5. **FOOD SERVICE**

Students residing in the Residence Halls are required to have the all-access residential meal plan. The room and board packages are binding for the entire semester/year or remainder thereof and may not be changed at the student‘s election.

6. **GENERAL CONDITIONS**

a. All occupants of University Residence Halls (including non-Marian University students) are responsible for the provisions of the *Code of Students Rights and Responsibilities*, the *Student Life Handbook*, and the included *Residence Life Policies* for University rules and regulations and for policies. The University reserves the right to change rules and regulations as it may deem appropriate and timely. Each resident is responsible to be aware of and observe all regulations affecting their status with the University.

b. Duly authorized University officials and maintenance personnel may enter a resident's room for the purpose of maintenance and to insure compliance with fire safety regulations and health standards at any time. In emergencies, duly authorized University officials may conduct a search of University premises (including a resident's room) if

there is a reason to believe that such premises are being used for illegal purposes or for a purpose which interferes with the normal operation of the University.

c. This Contract constitutes acceptance of membership in the respective governing bodies of the residence hall or living unit to which the resident is assigned, including all rights, privileges, and responsibilities of such membership.

d. The University will not be responsible for loss of, or damage (from any cause) to the personal property of the student, nor will the University assume responsibility while the student is a resident.

e. Parking/Vehicle Registration: Students who operate motor vehicles on campus are required to register their vehicle. Vehicles without current parking stickers appropriately displayed, may be towed off-campus at the owner's expense. Students are required to know and follow appropriate parking designations.

7. **RATES**

a. Room and Board rates are determined on an annual basis and will be published when established by the University. The University, in the event of changes in the economic conditions, shall reserve the right to change the rates charged for room and meals or either.

b. In the event that the student is authorized to change their room or hall assignment, or both, and by which such change constitutes an alteration of residential fees, the appropriate billing will be made. The student will be charged for their occupied room on a pro-rated basis.

8. **PAYMENTS**

a. Payments under this contract are due each semester in accordance with the fee payment schedule published and publicized each year by the Business Office. Any deviation from the established schedule of payment must be approved in advance of the due date by the Director of Business Services.

b. Failure to make payments as prescribed does not relieve the currently enrolled student of their obligation to observe this Contract. Non-payment of fees may result in cancellation of current enrollment, in denial of residence hall services and in subsequent registration until the amounts are paid.

9. **REFUNDS**

a. Housing and meal charges will be refunded according to the University's refund of payment policy which is published in the University Catalog.

b. Refunds will not be made for temporary absences from the residence halls nor for meals missed.

10. **CANCELLATIONS**

a. All returning, readmitted, or currently enrolled students who sign a contract for the following year must provide written notice to the Housing and Residence Life Office if they wish to cancel the contract. Written notice must be received prior to May 15 to be considered without financial penalty. Canceling a housing contract after May 15 and before August 1 will result in the forfeiture of the entire housing deposit and an additional charge of $500 for breaking the contract. Canceling a housing contract after August 1 and before September 4 will result in the forfeiture of the entire housing deposit and an additional charge of $750. Cancellations after September 2 will result in forfeiture of the entire housing deposit and an additional charge of $1000. New students matriculating to the University are required to provide written notice to the Residence Life Office by Aug 1 for the fall semester or by January 1 for the spring semester.

b. Upon determination by the University that the student has violated the provisions of this Contract, violated the rules of the University, or engaged in conduct otherwise detrimental to the welfare of other students, this Contract may be canceled by the University and departure from assigned space may be required without refund.

11. **HOUSING POLICY**

a. All single undergraduate students under 21, who do not return to their parent‘s or legal guardian‘s home each evening are required to live in University housing. Parent‘s or legal guardian‘s homes must be included in the following list of counties to commute: Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Morgan, Shelby.

b. Students who have attained their 21st birthday on or before August 31 may request to live off campus through the office of Housing and Residence Life. All requests will be reviewed and approved (or denied) by the office of Housing and Residence Life.

c. It is the student's responsibility to contact the Director of Housing & Residence Life to formalize release from this contract.

d. Refund of room and board fees will be made in accordance with *Section IX, Refunds*, of this Contract or in some cases, at the discretion of the Director of Housing & Residence Life.

e. Failure to comply with housing release procedures or the furnishing of false information regarding both on and off campus housing information, will obligate the student for payment of all residence hall fees.

f. Request deadlines, established forms, and procedures must be followed. Failure to make timely and necessary arrangements will mean that the student is obligated under the provisions of this Contract including responsibility for payments of residence hall fees.

12. **TERMINATION**

a. This Contract will be terminated and refund of board fees will be made under the following circumstances:

1. **Academic Dismissal** - Students must officially check out at the office of their residence hall within 48 hours of receipt of official notification of academic dismissal.
2. **Withdrawal from the University** - Students who terminate their enrollment during the semester by officially withdrawing from the University are required as part of the official check-out procedure to arrange for departure from the residence hall with their Resident Director. Students must officially check out at the office of their residence hall within 48 hours of their University withdrawal.

b. Should the student re-enroll or be reinstated during the term of this Contract, they are required to fulfill this Contract with the University.

Questions or concerns regarding housing should be directed to:

Director of Housing & Residence Life
3200 Cold Spring Road
Ruth Lilly Student Center, Room 201
Indianapolis, IN 46222
(317) 955-6318