



Purdue University Calumet
Department of Housing and Residential Education
Housing Contract 2008-2009

PUID #

Last Name, First Name

1. **Term.** Subject to the terms of this Contract, the University agrees to provide housing for the Student for the 2008-2009 Academic Year/Annual Year/Summer beginning at 8:00 a.m. on the selected term beginning date and ending 48 hours after the Student's last final OR on the end date specified at the end of the term of the Contract (whichever circumstance comes first), with the exception in the event an emergency is declared by the University. The Student agrees to make payment of the assessed rates to the University for the assigned room for the term of this Contract according to the payment option and payment method selected. **ONCE THE STUDENT SIGNS AND RETURNS THIS CONTRACT, THE STUDENT WILL BE EXPECTED TO FULFILL ALL CONDITIONS STATED IN THE CONTRACT FOR THE ENTIRE PERIOD OF THE CONTRACT.**
2. **Early Occupancy and Late Check Out.** Early arrival and/or late departure MUST BE pre-approved by the Assistant Director or Director of the Department of Housing and Residential Education (HRE). An additional per day charge will be assessed over and above the stated rate for the CONTRACT for early occupancy and/or late check out.
3. **Room Assignment.** The acceptance of a housing application and a \$20.00 non-refundable application fee DOES NOT ensure a room assignment. Upon completion and with submission of the Housing Contract and the \$200.00 housing deposit a room assignment will be considered. A completed immunization form must also be on file with the Student Health Services Center in order to be considered for a room assignment. A room assignment is ensured ONLY when the Director of Housing and Residential Education signs the Housing Contract. The housing deposit is refundable until your Housing Contract is signed by the resident and Director. **Submitting a complete Housing Contract and a \$200.00 deposit does not guarantee a room assignment. Room assignments are limited and will be available on a first come, first served basis. A room assignment is reserved only upon execution of the Housing Contract by all parties.** HRE reserves the rights of room assignment and of reassignment for the benefit of the individual student or the group. HRE endeavors to assign students to rooms based upon the housing preference of the individual Student. However, a specific housing assignment based upon the Student's preference is not guaranteed or implied. HRE's inability to honor housing preferences or preliminary room assignments shall not constitute a breach of this contract. HRE reserves the right to change room assignments for any reason deemed appropriate. In the event of a national or regional emergency, HRE reserves the right to reassign a Student and to increase the occupancy of rooms.
4. **Improper Check Out.** Student agrees that a fee of \$25.00 will be assessed by HRE for failure to properly check out of the assigned room at the end of the Contract term.
5. **Use of Room.** The Student agrees that the room assigned shall be used solely as a personal residence related to the Student's enrollment at Purdue University Calumet and, in no event, shall the Student conduct any commercial activity. The Student agrees to keep the assigned room sanitary and safe at all times. The Student agrees to pay a reasonable cleaning fee if the Student fails to clean the assigned room after reasonable notice of the need to do so from HRE. If the Student's housing assignment includes a roommate or roommates, the Student agrees to refrain from behavior that makes the room inhospitable to the roommate or roommates. The assigned room shall be occupied only by students to which the room is assigned. Occupancy for more than three (3) consecutive nights more than once per semester by any other person, shall constitute a breach of this contract. Furniture shall not be removed from the assigned room without prior approval. HRE reserves the right to enter the Student's room for routine maintenance, health and safety inspections, and for emergency purposes consistent with the Student's constitutional right to be free of unreasonable search and seizure. The Student agrees to be responsible for all damage to University property in the Student's room. Additionally, the Student agrees that HRE may assess a general breakage charge for damage to common areas in cases where the identity of the responsible individual is not known. The Student agrees that a general breakage fee may be assessed to a floor, unit, wing or the entire housing unit to which the Student is assigned.
6. **Loss or Damage to Property.** The University shall have no responsibility for the theft, destruction, or loss of property belonging to or in the custody of the Student, from any cause whatsoever, whether such losses occur anywhere in The University Village or in baggage handling related to shipment. Students are encouraged to carry their own renter's or personal property insurance.
7. **General Provisions.**
 - a. A student must be enrolled at Purdue University Calumet to be eligible to live in The University Village. The execution and performance of the provisions of this Contract by the University are conditioned upon the Student's fulfilling and maintaining the admission requirements, registration requirements, and financial requirements of Purdue University Calumet and The University Village.
 - b. The Student agrees that compliance with the terms of this Contract and all of the rules and regulations (as may be in force from time to time) of Purdue University Calumet, including those of The University Village, is a condition of this Contract. **Violation of any term of this Contract or any rule or regulation of Purdue University Calumet and/or HRE shall entitle the University, at its sole option and without notice, to cancel this contract.** An election by the University not to exercise this option under this section shall not preclude or waive the exercise of that option in the event of continuing or subsequent violations.
 - c. The Student agrees to accept responsibility for the actions of the Student and for the actions of their guests.
 - d. Students are prohibited from consuming, transporting, and distributing alcohol; possessing or being in the presence of alcohol; or exhibiting disruptive behavior influenced by the use of alcohol.
 - e. Smoking is not permitted anywhere within The University Village.
 - f. The University Village Housing staff strives to maintain a substance-free living environment. No smoking is allowed in rooms or in The University Village. Regardless of age, alcohol is not allowed on the premises. Possession or consumption of illegal substances will result in judicial and possible legal consequences.
 - g. All weapons are strictly prohibited in The University Village or on campus property, which includes all parking lots.
 - h. The University reserves the right not to enter into and/or to terminate an Contract for anyone who, in the sole discretion and judgment of HRE, represents a threat to the health or safety of University students, employees, or others in the The University Village community.
 - i. The University reserves the right, in its sole discretion and judgment, to determine that past behavior including but not limited to criminal activity is such that the interests of the University, University Students and employees and the The University Village community, would best be served by the termination of the Contract. It is the policy of HRE that convicted sexual offenders shall not reside in The University Village. If the University becomes aware that a student has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the The University Village community environment, the University may not accept or may cancel the Contract.
 - j. The Student agrees not to sell, sublease, or assign this Contract to any one.
 - k. The Student agrees to pay charges assessed under this Contract as provided in the Term, Early Occupancy and Late Check Out, Improper Check Out, Use of Room, Voluntary Cancellation and Non-Voluntary Cancellation Fees sections.
 - l. The University reserves the right to cancel this Contract due to the inability or refusal of the Student to adjust to the concept and requirements of living in a student residence environment.
8. **Voluntary Cancellation by the Student.** The Student may voluntarily cancel this Contract at any time prior to 21 days before the end of the Contract upon paying the Voluntary Cancellation Fee. Cancellation for any reason other than 1) withdrawal from the University, 2) being dropped by the University, or 3) cancellation by the University pursuant to Paragraph 7 of this Contract, 4) enters into a marriage, 5) requires a medical release, or 6) demonstrates a significant family concern shall be considered voluntary. The Voluntary Cancellation Fee shall be calculated as follows:
 - The Daily Rate = (the total amount due under this Contract ÷ (the number of days between the Starting Date and the Final Date))
 - Voluntary Contract Cancellation Amount = [(the Daily Rate) x (the number of days between the Starting Date and the cancellation date)] + [(.60) x (the Daily Rate) x (the number of days between the cancellation date and the Final Date)]
 - Voluntary Cancellation Fee = (Voluntary Contract Cancellation Amount) – (the amount previously paid by the Student under this contract)If the amount previously paid by the Student under this contract exceeds the Voluntary Contract Cancellation Amount, the University will refund the excess to the Student...pending confirmation that all fees and/or fines that may have been assessed by HRE have been paid in full.
9. **Non-Voluntary Cancellation of Contract.** If the Student cancels this Contract because the Student withdraws from the University or is dropped by the University, the Student will be charged a \$200.00 cancellation fee. If cancellation under this Paragraph 9 occurs at the end of the first semester, the \$200.00 cancellation fee will be waived if check out is completed no later than 48 hours after the residents last final exam.

If the Student cancels this Contract under this Paragraph 9, and if the Student subsequently re-enrolls at the University within 330 days following the Starting Date, the Student will be deemed to have voluntarily cancelled this Contract pursuant to Paragraph 8. At the time of re-enrollment, the Student shall therefore pay the Voluntary Cancellation Fee calculated under Paragraph 8, less any Non-Voluntary Cancellation Fee which the Student shall have paid under this Paragraph 9. Failure to pay the full amount due will cancel the re-enrollment.

If the University cancels this Contract pursuant to Paragraph 7 of this Contract, the Student shall be charged a \$200.00 cancellation fee and also be required to pay the Daily Room Rate (the total amount due under this contract) ÷ (the number of days between the Starting Date and the Final Date) for the balance of the term of the Contract.
10. **Encumbrance.** The Student hereby agrees that for so long as there are any sums due the University and related to this Contract, the University, at its sole option, may encumber the Student's academic records. For purposes of this Contract, the term "encumber" shall mean that the University may lawfully refuse to surrender transcripts of the Student's grades and courses and may refuse to permit the Student to enroll or register at the University for any academic term. This section shall not be construed as a waiver by the University of its right to maintain any legal action against the Student in a court of competent jurisdiction. In the event the University files such legal action, the Student shall be liable for the University's attorneys' fees and any judgment entered shall be without relief from valuation and appraisal laws.
11. **Rates Subject to Change.** Rates are subject to change by the Board of Trustees of Purdue University at the beginning of any semester or session. The Student shall either reject such new rates in writing within ten days after notice thereof has been forwarded to the Student or be conclusively deemed to have accepted such rate increase.
12. **Late Arrival.** Unless a Student requests an extension of the arrival period in writing from HRE, HRE is not obligated to hold a space reservation past 12:00 noon on the first day of classes. If the Student fails to check in prior to 12:00 noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the Student is subject to forfeiture of their housing deposit.
13. **Abandonment.** HRE may determine in its sole discretion that the Student has abandoned the assigned room if 1) the Student, in HRE's reasonable judgment, appears to have moved out; or 2) either the Contract Term has expired or the Student has not been in the room for five (5) consecutive days while any amount owed under this Contract is due and unpaid. If the Student has

abandoned the Student's room, then HRE may remove and dispose of the Student's personal property. In addition, HRE will terminate this Contract and the Student will be charged 100% of this Contract term unpaid by the Student.

14. **Governing Law.** This Contract is to be governed by and construed in accordance with the laws of the State of Indiana. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Lake County, Indiana and the Student hereby consents to service of process from such courts.
15. **Severability.** The invalidity of any provision of this Contract or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all the terms of this Contract shall be valid and enforceable to the fullest extent permitted by law.
16. **Conversion Policy.** The Housing Agreement may be converted from an Academic agreement to an Annual agreement if space allows. There is a conversion fee of \$200.00 to convert the housing agreement from an Academic to an Annual agreement. The resident, however, may not convert the agreement from an Annual to an Academic agreement. To inquire about the conversion process, the resident should see either the Business Manager – Housing, the Assistant Director, or the Director for assistance.
17. **Immunizations.** All University Village Residents are required to submit a completed Immunizations Information form which is enclosed with your packet of housing information.
18. **Headings.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Contract terms.
19. **Description of Premises.** Owner does hereby lease to Resident, does hereby lease from Owner, the premises described as an accommodation in an apartment suite consisting of: four private bedrooms, two semi-private bathrooms, a sharing living/dining area and a kitchen including a refrigerator, range, microwave and dishwasher.
20. **Furnishings.** Owner will furnish the Resident's apartment suite with only the following: a single bed, mattress, a study desk, a desk chair, a chest of drawers and nightstand. Owner will also furnish the shared living/dining area with only the following: a dining table w/ four chairs, a sofa, a side chair, an end table, an entertainment center and a coffee table.
21. **Contract Terms. To select a CONTRACT term, initial to left of the term.**

_____ Academic Year - \$4,480.00	_____ Annual Year - \$5,376.00	_____ Summer Only - \$1,344.00
Fall 2008 / Spring 2009 - (8/22/08 to 5/9/09)	Fall 2008 / Spring 2009 / Summer 2009 - (8/22/08 to 7/31/09)	Summer 2009 - (5/10/09 to 7/31/09)

The Student will be expected to vacate the assigned space 48-hours after the Student's last final OR on the end date specified at the end of the term of the Contract (whichever circumstance comes first), with the exception in the event an emergency is declared by the University.

22. **Rent.** In consideration for the Resident's rights and privileges hereunder, the Resident agrees to pay Owner the amount the selected Contract term designated in Paragraph 21. Financial obligation must be paid in full or payment plan approved before move-in date.

Payment Options: <i>(Check one)</i>	<input type="checkbox"/> Payment in full for agreement term <p style="text-align: center;">--OR--</p> <input type="checkbox"/> Payment by Semester	Payment Method: <i>(Check One Method)</i>
		<input type="checkbox"/> By Cash <input type="checkbox"/> By Credit Card <input type="checkbox"/> Financial Aid <input type="checkbox"/> Payment using NELNET payment plan (refer to brochure for NELNET schedule)

23. **Owner's Portion of the Utility Cost.** **\$80.00** per month per four bedroom apartment suite. (Residents are responsible for the remainder of the month's electrical cost.)

OTHER CONDITIONS: IN ADDITION TO THE PROVISIONS SET FORTH ABOVE, OWNER, RESIDENT AND GUARANTOR AGREE THAT ALL OF THE TERMS AND PROVISIONS SET FORTH IN THE HOUSING CONTRACT AND RESIDENT HANDBOOK, ARE BY THIS REFERENCE INCORPORATED HEREIN AS IF ALL OF THE PROVISIONS CONTAINED THEREIN WERE SET FORTH ON THIS PAGE.

Resident Section:

Resident Name (Print)	Resident Signature	Date	PUID #
Street Address	City, State, Zip	Phone Number	

Guarantor Section:

Guarantor Name (Print)	Guarantor Signature	Date	Relationship to Resident
Street Address	City, State, Zip	Home Number	Work Phone

HRE/PUC Administration Section:

Purdue University Calumet		
Owner Name (Print)	Owner Signature	Date

WHITE – Department of Housing and Residential Education

YELLOW – Business Manager-Housing

PINK – Guarantor

GOLD - Resident