

## **University Housing and Dining Services Contract**

This document is your contract for on-campus housing and dining services at Indiana State University. This is a legally binding contract, which means that the parties to the contract must comply by its terms and perform all duties and obligations stated in the contract. In this case, the parties to the contract are you (the student) and Indiana State University (the “University”). Failure to comply with the terms of a contract may result in financial charges and/or legal consequences. Therefore, it is important that you read this document, as well as the *Terms, Conditions, and Regulations of the University Housing and Dining Services Contract*, thoroughly and carefully before signing below.

### **Term of Contract**

This contract is binding upon you for the full academic year, which includes the Fall and Spring semesters. If you move into on-campus housing during the year, the contract will be binding for the remainder of the academic year.

### **Terms, Conditions, and Regulations of the University Housing and Dining Services Contract**

The *Terms, Conditions, and Regulations of the University Housing and Dining Services Contract* (the “TCRs”) contain important information and rules about University housing and dining services. The TCRs are incorporated into this contract and binding on you. The TCRs, which may be amended from time to time, are available at

<https://www.indstate.edu/sites/default/files/media/reslife/Housing%20Contract%20with%20Table%20of%20Contents%2020-21.pdf>.

### **Meal Plan**

Students living in the residence halls are required to have a meal plan. Should you select or be assigned to a residence hall and for some reason not have selected an eligible meal plan, the University will automatically add the lowest-cost eligible meal plan to your student account. Students living at 500 Wabash or University Apartments are not required to have a meal plan. Information about meal plans is available at <https://indstate.sodexomyway.com/my-meal-plan>.

### **Payment/Fees**

I agree to pay all of the fees and charges arising under this contract (and any extension) and the TCRs when due, together with all fees and costs necessary for the collection of any amount not paid when due. Information about fees and charges is available at <https://www.indstate.edu/costs-aid/costs-undergraduate-2021>.

### **Cancellation**

This is a legally binding contract and you are responsible for the financial obligation of University room and board for the full academic year. You may be released from that obligation only if you cancel enrollment with the University or if you apply for and are granted a contract release due to the extreme or unusual circumstances set out specifically in the TCRs. You should not sign this contract if you are considering other housing options. You will not be released from this contract because you have signed an off-campus lease.

## **Identification and Acknowledgment of Risks Relating to COVID-19**

In March 2020, the Centers for Disease Control and Prevention and World Health Organization declared a global pandemic due to COVID-19, which is a highly infectious, potentially life-threatening disease. Contact with other people or contact with surfaces that have been exposed to the virus could lead to infection. Individuals who may be infected with COVID-19 may be asymptomatic or pre-symptomatic. Accordingly, it is very difficult to control the spread of COVID-19 or to determine whether, where, or how an individual may have been exposed to the disease. The risk of becoming exposed to or infected by COVID-19 at the University may result from your actions or inactions or those of others. By choosing to live in University housing and in close proximity to others, there is a heightened risk of becoming exposed to or infected by COVID-19. Such exposure or infection may result in severe respiratory distress, illness, hospitalization, permanent disability, and/or death. Given the unknown nature of COVID-19, it is not possible to fully list each and every risk.

## **Symptoms of COVID-19 and Self-Isolation**

The Centers for Disease Control and Prevention has identified a wide range of symptoms of COVID-19, which are regularly updated and published at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>. Some of the more common symptoms include fever, cough, and shortness of breath. You will be expected to notify Residential Life and self-isolate if you: (1) have tested positive for COVID-19; (2) may have been exposed to someone with COVID-19; or (3) you are exhibiting any of the following symptoms that is not otherwise explained: a fever of 100.4 F or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Students who have tested positive for COVID-19 and/or have been exposed to someone with COVID-19 may be required to temporarily relocate to a designated quarantine or isolation space on campus in accordance to CDC guidelines.

## **COVID-19 and Public Health-Informed TCRs and Policy Updates**

The *COVID-19 and Public Health-Informed Terms, Conditions, and Regulations and Policy Updates* (the “COVID-19 TCRs and Policy Updates”) contain important additional information and policy expectations that will be in effect due to the COVID-19 pandemic. Among other things, the COVID-19 TCRs and Policy Updates include specific rules and precautionary measures to help mitigate the spread of COVID-19, such as mask wearing and social distancing. The COVID-19 TCRs and Policy Updates are incorporated into this contract and are binding on you. The COVID-19 TCRs and Policy Updates, which may be updated from time to time due to changes in health and safety guidance, are available at <https://www.indstate.edu/sites/default/files/media/residential-life-redesign/covid-19-tcrs-updates.pdf>

## **Termination**

Upon reasonable notice, Indiana State reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event Indiana State terminates housing contracts due to public health concerns, ISU will provide, within its sole discretion, fair and reasonable room credits for impacted students as appropriate and based on information available at that time. All remaining meal credits will roll-over to the following semester. The Residential Life Information Technology Fee will not be refunded.

## Acknowledgments and Signature

I understand that by entering my University ID number clicking the button below:

- I am acknowledging I have read, understand fully, and agree to be bound by the terms of this contract, including the terms and conditions of the *Terms, Conditions, and Regulations of the University Housing and Dining Services Contract* (“TCRs”) and the *COVID-19 and Public Health-Informed Terms, Conditions, and Regulations and Policy Updates* (the “COVID-19 TCRs and Policy Updates”), which are fully incorporated into this contract by reference.
- I understand I am committing to this contract for the full academic year (or the remaining portion of the full academic year).
- I am agreeing to be responsible for and pay to the University all applicable housing and dining fees and other charges assessed under the terms of this contract.
- I understand that failure to comply with the terms of this contract and/or the TCRs may result in charges for room and board and/or legal consequences.
- I understand that specific rules and precautionary measures will be in effect to help mitigate the spread of COVID-19, and I agree to comply with these rules and expectations.
- I agree that I will notify [Residential Life] and self-isolate if I: (1) have tested positive for COVID-19; (2) may have been exposed to someone with COVID-19; or (3) I am exhibiting any of the following symptoms that is not otherwise explained: a fever of 100.4 F or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
- I understand that if I test positive for COVID-19 and/or am exposed to someone with COVID-19, I may be required to temporarily relocate to a designated quarantine or isolation space on campus in accordance with current CDC guidelines.
- I understand that by choosing to live in University housing during the COVID-19 pandemic, I am knowingly and voluntarily assuming the risk that, despite the precautionary measures taken by the University, I may become exposed to or infected with COVID-19. I further understand that such exposure or infection may result in severe respiratory distress, illness, hospitalization, permanent disability, and/or death.
- I am acknowledging I have had sufficient time to review and ask questions about this contract and the TCRs.
- I am agreeing that my submission of my University ID number and clicking the button below through this website will act as my signature and will be valid and binding.

In the box below, you must type the exact phrase: I UNDERSTAND (please note the field is case sensitive).

Please type I UNDERSTAND into the text box below

I UNDERSTAND

I, \_\_\_\_\_, agree to the terms of the above legally binding contract.

Enter your University ID Number below to sign your contract.