

# Indiana University Bloomington 2020-2021 The Biddle Housing Contract Terms and Conditions (“Contract” or “Housing Contract”)

The Biddle Hotel will operate as student and visiting scholar housing for the 2020-2021 academic year due to COVID-19 and will return to a hotel operation as soon as possible after May 8, 2021, the end of this Contract. The Biddle is not operated by RPS and is not an RPS property; it will operate as a stand-alone, IU housing property, but is guided by the [RPS Apartments Rules and Regulations](#) where applicable. The Biddle is managed by the Indiana Memorial Union, within the Division of Student Affairs.

The Contract is between you and the Trustees of Indiana University on behalf of The Division of Student Affairs and the Biddle located within the Indiana Memorial Union (“IMU” or “Biddle”). Your acceptance of the terms of this Contract is indicated by electronic submission and signature of this Contract. If you are under 18 years of age, this Contract will not be effective unless your parent or guardian agrees to its terms via electronic submission.

You must agree to the Contract terms before you may apply for housing at the Biddle.

IU makes all housing assignments without regard to race, color, religion, sexual orientation, disability, or national origin.

## Definitions

1. The Contract “Start Date” is **August 15, 2020** (or the day you move in, whichever is earlier) for Full Academic Year and Fall Only contracts and **February 3, 2021** (or the day you move in, whichever is earlier) for Spring Only Contracts.
2. The Contract “End Date” means the earlier of the “Cancellation Date” as defined below, **May 7, 2021** for Full Academic Year and Spring Only contracts, or **December 20, 2020** for Fall Only contracts, subject to the terms identified in paragraphs 14-16 below.
  - A. If you never occupy your Unit, or if you vacate your Unit and do not notify the Biddle Staff in writing, the Cancellation Date is the “End Date”.
3. “Contract Term” means the period between the Start Date and the End Date of this Contract.
4. “Unit” means the room to which a Resident (as defined below) is assigned, including the Unit’s living area.
5. “Checkout” means the published checkout process for your assigned Unit.
6. “Cancellation Date” means the date you turn in your Unit key card and complete Checkout.
7. “Resident” refers to the person who has entered into a contract to live in a Biddle Unit, or, in the event of the person being under 18 years of age, “Resident” refers to the student whose parent or guardian contracted for the Biddle Unit on their behalf.

8. "First Time Resident" means a Resident who has never contracted to live in an IU RPS housing location prior to the Start Date of this Contract.

## **Charges and Fees**

9. IU Bloomington's enrollment deposit of \$100 for all new students was due by June 1, 2020. This is not a Biddle fee, but it must be paid before your Biddle housing assignment will be made if you are a new student.
10. In consideration for a Biddle housing assignment, the Resident agrees to pay the Biddle rates specified for the assigned Unit, as announced, or as adjusted by, the Division of Student Affairs.
11. All charges and fees referenced in this Contract will be billed monthly to your Bursar account.
12. There is a per-day fee if you arrange for early arrival. If your Contract is accepted after the Start Date, your Biddle housing charges will be adjusted on a prorated basis.

## **Term and Cancellation**

13. For Full Academic Year and Fall Only contracts, you will have the opportunity to select a time and date between August 15, 2020 and August 23, 2020 for your move-in. The Biddle housing costs and fees are fixed and will not be prorated or otherwise refunded based on your move-in date or due to the University's revised academic calendar.
14. You are required to vacate your assigned Unit no later than November 25, 2020 ahead of the Thanksgiving break period, as you will conclude the remainder of the fall semester remotely, per the University's revised academic calendar.
15. In limited circumstances, the University will allow Full Academic Year or Fall Only contract holders to remain on campus past November 25, 2020 as follows:
  - A. Intersession 1: November 26, 2020-December 20, 2020
  - B. Winter Break: December 21, 2020-January 3, 2021
  - C. Intersession 2: January 4, 2021-February 3, 2021

If any services are provided during any of the above times, they will be extremely limited.

For Residents who receive approval to remain on campus for any Intersession period and/or the Winter Break period, Residents will be charged a fixed cost, flat rate determined by the University. The Resident will be charged this rate through a separate billing process.

If you wish to remain in on-campus housing later than November 25, 2020, and prior to February 3, 2021, you must submit a petition online at least 10 days prior to November 25, 2020. Your petition must

be approved, and such approval is at the sole discretion of the University. Failure to submit your petition online within this timeframe may result in denial of your petition.

16. You will have the opportunity to select a time and date between February 3, 2021 and February 7, 2021 for your move-in prior to the start of in-person classes for the spring semester, per the University's revised academic calendar. Housing costs and fees are fixed and will not be prorated or otherwise refunded based on the selected date of your assigned move-in or due to the University's revised academic calendar.
17. The Division of Student Affairs and the Biddle may cancel this Contract if you:
  - A. fail to maintain eligibility requirements; or
  - B. fail to make timely housing payments; or
  - C. fail to comply with behavioral standards (See Behavior and Conduct, Clauses 36-40 below); or
  - D. defer enrollment; or
  - E. are dismissed from IU; or
  - F. your admission is rescinded by IU; or
  - G. your affiliation as a visiting scholar, researcher, professor ends.

If you cancel this Contract prior to the end of the Contract Term, you must follow the cancellation procedures, pay the cancellation fees, and complete Checkout.

18. The Contract will not be renewed at the end of the Contract Term.

## Eligibility

19. To be eligible to be a Resident in a Biddle Unit, you:
  - A. must be a registered, full-time IUB enrolled in at least 12 credit hours as an undergraduate student or enrolled in the number of credit hours defined as full time by your academic program as a graduate student as defined in the [Code of Student Rights, Responsibilities, and Conduct](#); and
  - B. must be at least 18 years of age; and
  - C. cannot be a freshman; and
  - D. must have lived in an IU residence hall or apartment for two semesters or completed two semesters at IU or another college or university; or
  - E. deemed eligible by the Biddle Manager based on your affiliation with an IUB academic or administrative department.
20. Convicted sex offenders are not eligible to reside in the Biddle.
  - A. If the Biddle learns that you have been convicted of a sex offense, your Contract will be cancelled.
  - B. Additionally, you may be suspended or expelled from University housing, including the Biddle, if it is determined that you attempted to conceal your conviction.

## Assignments

21. The Biddle staff will make a preliminary Unit assignment; however, if the Biddle is unable to deliver possession of the Unit preliminarily assigned, you agree to accept assignment to another Unit.
22. The Biddle reserves the right to change your Unit assignment in appropriate circumstances, including, but not limited to Americans with Disabilities Act (ADA) compliance, age, disciplinary reasons, catastrophe, renovation or closing of part or all of the Biddle or Indiana Memorial Union, or irresolvable incompatibility of a neighboring resident. If you request and are granted a change in Unit assignment after the Start Date of your Contract, you agree to pay any associated adjustment in Contract rates and a \$250 fee to process your request and clean the Unit you vacate.

## Conditions of Occupancy

23. Your assigned Unit may only be occupied by you. The University may limit or exclude visitors<sup>1</sup> as defined by the University or the Biddle from Biddle Housing facilities. If you are found in violation of the visitation policy outlined by the University or the Biddle, you are subject to cancellation of the Contract and/or referral to the [Office of Student Conduct](#).
24. The Biddle will implement enhanced cleaning protocols in public areas to address COVID-19 in the interest of minimizing the spread of disease and will reinforce personal responsibilities to promote campus community health and safety. The Biddle will educate and inform Residents on appropriate cleaning protocols within their assigned Unit to reduce the spread of COVID-19 within the Biddle and the Indiana Memorial Union. Weekly housekeeping will be limited to toilet paper restocking and refreshing bed and bath linens only. The responsibility to clean individual Unit living areas and bathrooms is the Resident's responsibility.
25. The Resident will have access to Biddle Housing's common spaces, such as corridors, elevators, stairwells, and entrances, for which you have a non-exclusive right to access and use.
26. You are responsible for keeping your assigned Unit sanitary and safe. You agree to report any deteriorated conditions of your Unit or its furnishings to the Biddle Manager. You agree to pay for damaged or missing furnishings and damages to the Unit, whether caused by you, or a guest.
27. When you vacate your Unit, you agree to leave the Unit in a clean, orderly condition, reasonable wear and tear excepted, and complete Checkout.

## Room Entry

28. IU reserves the right to enter your Unit according to the procedures set forth in [The RPS 2020-21 Apartment Rules and Regulations](#) for law enforcement purposes, as well as for housekeeping services, safety

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<sup>1</sup> Note that the University may limit or exclude visitors, as defined by the University, Biddle, or the Indiana Memorial Union.

inspections, Unit repair and maintenance, pest control, and emergency situations. In general, in non-law enforcement and non-emergency situations, 24-hour notice will be given prior to entry, except for regular weekly housekeeping and linen service.

## **Key Cards**

29. The Resident will receive a Unit key card. If the resident misplaces or loses the Unit key card, the Biddle staff may issue the Resident a temporary key card to allow access for no more than 3 consecutive business days. If the Resident's original key card is not recovered, Resident will be charged for a permanent replacement card. All key cards are the property of Indiana University and may not be loaned or duplicated. Residents must return Unit key cards at Checkout or be subject to a replacement fee.

## **Obligation to Vacate the Unit; Abandoned Personal Property**

30. You agree to vacate your Unit at the End Date of your Contract, or within three (3) calendar days of losing eligibility for housing. In exigent circumstances, you may be directed to vacate immediately, and you agree to do so. You agree to pay the prorated daily rental amount, plus a \$100 per day fee for any period that you hold over. The University may choose not to refund any portion of the housing fees paid if the Resident is required to vacate or relocate pursuant to any emergency or exigent circumstances and the University determines that the Resident received the substantial benefit of this agreement. Exigent circumstances include, but are not limited to, University decisions related to community health and safety, including those related to COVID-19 or other public health or safety emergencies. These determinations will be made by the University in its sole discretion.
31. Your Unit will be inspected immediately following your Checkout for cleanliness and/or excessive damages and damage fees may be assessed.
32. Personal property remaining in the Unit after you vacate or abandon the Unit will be disposed of by the Biddle staff after seven (7) days. Your Bursar account will be billed the prorated daily rental amount and any cost associated with disposal.

## **Fees for Cancellation**

33. To request cancellation of this Contract, you must write to us at [biddle@iu.edu](mailto:biddle@iu.edu). All requests to cancel must include your full name, ten-digit IU ID number and Unit room #. If you are cancelling your Contract because you are withdrawing from IU for medical reasons or are called to active military duty, you will be required to provide documentation along with your cancellation request.
34. In the event you must medically withdraw from the University for reasons related to COVID-19 infection, the Biddle agrees to waive the cancellation fee associated with terminating the Contract early, so long as IU's medical withdrawal process is completed and approved.
35. Cancellation terms and associated fees are set forth below. Before you decide to cancel, make sure you understand the charges that will be assessed.

- A. Residents will be charged a \$600 cancellation fee for cancellations after August 7, 2020 and prior to the Start Date. If your Contract is accepted after the Start Date, you will be charged a \$600 cancellation fee for cancellations less than thirty (30) days before your agreed move in date.
- B. For cancellations occurring on or after the Start Date:
1. You will be charged the daily rental amount through the Cancellation Date and a \$600 cancellation fee if you:
    - are a no-show; or
    - withdraw or are academically dismissed from IU for the remainder of the academic year; or
    - withdraw for an internship for academic credit, student teaching, overseas study experience or graduate.
  2. You will be charged the prorated daily rental amount through the Cancellation Date and sixty percent (60%) of the remaining balance of the Contract if you:
    - move into a fraternity/sorority house; or
    - move into an off-campus residence; or
    - lose eligibility for housing, or are suspended or expelled from the university; or
    - are suspended or expelled from the Biddle but remain enrolled at IU.
  3. You will not be charged a cancellation fee upon the approval of supporting documentation, and you:
    - are unable to get to IUB due to visa restrictions as a direct result of COVID-19; or
    - withdraw from IUB for medical reasons; or
    - are called to active military duty.

## Behavior and Conduct

36. You agree to familiarize yourself with and comply with all rules and expectations for conduct set forth in [Code of Student Rights, Responsibilities and Conduct](#) the [Student Commitment Form](#), and [The 2020-21 RPS Apartment Rules and Regulations](#). Violations may result in assignment changes pursuant to the Assignments section of this Contract, Contract cancellation, and/or disciplinary action taken by the university.
37. [The RPS Apartment Rules and Regulations](#) have been updated to include a section related to COVID-19. The updates to these rules and regulations are designed to protect the health and safety of our students and minimize the potential spread of viruses within our community.
38. The Biddle reserves the right to make a temporary reassignment to another unit, including an RPS Unit, if it is believed that you pose an imminent threat of physical or emotional harm to an individual, physical harm to property, or a significant threat to the stability of the community. This reassignment will be made pending referral to the Office of Student Conduct for appropriate action, which could result in your return to your original assignment, permanent reassignment, or cancellation of your Contract.

39. The Biddle reserves the right to cancel your Contract and require you to leave the Biddle housing when you have exhibited behaviors that significantly disrupt the life of the residential community or pose a serious risk to any resident (including self), student, staff, faculty member, or visitor<sup>1</sup>. Depending on the circumstances, the conduct underlying the university's decision to cancel this Contract may also be referred to the Office of Student Conduct for appropriate action.
40. You are responsible for your own actions and the actions of your visitor(s)<sup>1</sup> while on university property. This Contract may be cancelled if you or your guests violate contract provisions, state law, federal law, university policies, including the [Student Commitment Form](#) (for students), the [Community Responsibility Acknowledgement Form](#) (for visiting scholars, researches, professors) the Biddle, or Indiana Memorial Union policies.

## **Payments; Late Fees; Other Remedies**

41. You agree to make your housing payments to the Office of the Bursar according to the Bursar's posted schedule. You agree that failure to make required payments does not relieve you of the obligations and duties of the Contract. Past due balances on any part of your Bursar account, including charges associated with this Contract, are subject to the Bursar's posted late fees.
42. You agree to pay all reasonable costs and expenses, including attorneys' fees, court filing fees, collection agency fees, etc., incurred by the university in enforcing this Contract.
43. The failure of the university to exercise its options under this Contract does not constitute a waiver or relieve you from your remaining obligations and duties under this Contract.

## **Health and Safety**

**In the event of a conflict between this section and the other sections of the Contract, this section will apply.**

IU aims to deliver its mission while promoting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within the Biddle Housing, COVID-19 or a similar public health or safety crisis may impact your housing experience as IU and the Biddle continue to make public health and safety-informed decisions. The Biddle contract holders will know and abide by the following policies and guidelines:

Residents are required to comply with health and safety laws, orders, ordinances, regulations, and health and safety guidance adopted by IU and the Biddle & Indiana Memorial Union as it relates to public health or safety crises, including specifically COVID-19. This guidance may change as the public health crisis evolves and may include, but is not limited to, complying with the COVID-19 [Student Commitment Form](#) or the [Community Responsibility Acknowledgement](#) (non-students), which includes directives related to physical distancing, wearing a face covering, COVID-19 screening and testing, contact tracing, personal hygiene, and quarantine/ isolation requirements. Adherence to health and safety requirements applies to all Residents, staff, and visitors<sup>1</sup> and extends to all aspects of the Biddle residential life, including bedrooms, bathrooms, sitting areas, lounges, computer labs, courtyards, and other common spaces.

**Quarantine / Isolation.** As indicated in the Contract, the University may require a Resident to leave Biddle housing when that Resident has exhibited behaviors that significantly disrupt the life of the residential community or pose a serious risk to any resident (including self), student, staff, faculty member, or visitor. Residents are required to comply with

requests from the Biddle staff to leave their assigned Unit due to COVID-19 or other public health emergency, and failure to do so is a violation of the Contract and the RPS Apartment Rules and Regulations and may subject a Resident to emergency removal from their assigned Unit and/or cancellation of their Biddle Housing Contract. In those situations where a Resident is required to self-quarantine or self-isolate, Residents may not be permitted to continue residing in their assigned residential Unit and will be provided alternative housing arrangements as needed. Residents agree to relocate to alternative housing identified by the University if necessary, as directed by the University. Removal from, or temporary alternative assignment to, RPS housing to isolate or quarantine does not constitute a termination of a Resident's Housing Contract.

**De-Densifying Efforts.** Residents are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some Residents to alternative housing. Relocation does not constitute a termination of a Resident's Housing Contract.

**Dining Services.** IU Dining service options and other dining venues located within the Indiana Memorial Union, including where and how it will be offered to Residents, are subject to the discretion of the University and subject to modification to address public health or safety concerns. Due to health and safety guidance adopted by the University, the Biddle, and/or Indiana Memorial Union may limit the occupancy near dining venues, limit the amount of time Residents or guests may spend within or around the dining venues, or make other operational adjustments needed to address health and safety concerns (e.g. grab and go meals).

**Cleaning.** The Biddle and Indiana Memorial Union will implement enhanced cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease and will reinforce personal responsibilities to keep everyone in the campus community safe. The Biddle will educate and inform Residents on appropriate cleaning protocols within their assigned Units to reduce the spread of COVID-19.

## **Legal Information**

Your 2020-21 Contract is the basic document that states the contractual obligations between you and the Biddle/Indiana Memorial Union. In addition, the RPS 2020-21 Apartment Rules and Regulations, which Biddle Residents are required to follow, are legally binding and incorporated by reference in this Contract. You are equally responsible for complying with the rules, policies and regulations contained herein.

Updates and corrections are made as they become necessary. Residents will be notified of material changes.

The University does not assume responsibility for any loss to person(s) or personal property. It is recommended that you maintain adequate public liability insurance coverage and renter's insurance coverage for your personal property.

## **Acknowledgment, Assumption of Risk, and Hold Harmless**

**You understand that by residing in Biddle housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19. You agree to release and fully discharge the Trustees of Indiana University, its agents, and employees from any and all damages, liability, claims, expenses (including attorney's fees), or losses (collectively, "Claims") related in any way to your use of space within Biddle housing and the Indiana Memorial Union, including those related to the potential or actual exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the University, its agents, and employees from any Claims related in any way to your breach of the terms and conditions of your Housing**

**Contract, or a breach by any third party, including, but not limited to other residents, of an applicable Housing Contract.**