I. INTRODUCTION
This contract is a legally binding agreement between Iowa State University (ISU) and the contract signatory (resident). This document establishes the Department of Residence (DOR) On-Campus Housing Contract (contract) Terms and Conditions (terms) for housing in all residence halls and the Frederiksen Court (Frederiksen), Legacy, and Schilletter & University Village (SUV) apartments for fall 2018, spring 2019, and summer 2019. It is the resident's responsibility to become familiar with all aspects of this contract. Along with the terms, all policies and regulations outlined in the Policy Handbook for Residence Halls and University Owned/Operated Apartments, and the ISU Dining Terms, Conditions, and Policies are incorporated into this contract and binding on all parties. No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied.

A. Contract Types
1. Academic Year contracts provide housing during the fall and spring semesters and during Thanksgiving and Spring breaks. At Winter break, all residence halls except Buchanan, Geoffroy, Wallace, and Wilson close and residents must vacate. All apartments remain open.
   a. Contracts that begin fall automatically include spring semester. Fall semester only contracts are not available.
   b. Contracts that begin spring are only for spring.
2. Summer contracts provide housing during the summer. Beginning and end dates vary according to session (section I.C.). Please visit http://housing.iastate.edu/ in February 2019 for available summer housing locations.

B. Resident Types
1. Current Students are those who attended ISU or were on waiver the semester prior to the start of the contract (not including summer).
2. New Students are newly admitted students who will attend ISU for the first time at the start of the contract or the summer immediately prior. This also includes readmitted ISU students who have a one-semester or longer gap in on-campus residency.

C. Contract Dates
1. Contract Begin and Check-In Dates
   a. Fall Semester – start dates for academic year contracts are as follows:
      i. Frederiksen, Legacy, and SUV contracts begin Saturday, August 11, 2018. Check-in begins this same day for all New and Current students.
      ii. Residence Hall contracts begin Thursday, August 16, 2018. Check-in dates are as follows:
          aii) Tuesday, August 14, 2018 – New Students assigned to even numbered residence hall rooms.
          bii) Wednesday, August 15, 2018 – New Students assigned to odd numbered residence hall rooms.
          cii) Thursday, August 16, 2018 – all Current Students with residence hall assignments.
      iii. Except for summer residents who transition to fall housing, residents who receive keys to their fall assignment prior to their check-in date are Early Arrivals (section III.A.2.).
   b. Spring semester – all contracts begin Thursday, January 10, 2019. Check-in begins this same day.
      i. Early Arrival is prohibited at the start of the spring semester.
   c. Summer semester – contract begin dates vary according to the summer session selected:
      i. Spring residents who contract for Full Summer or Session 1 will check-in to their summer assignment May 11 – 15, 2019.
      ii. Saturday, May 18, 2019 – residents with Full Summer or Session 1 contracts check-in.
      iii. Saturday, June 15, 2019 – residents with Session 2 contracts check-in.
2. Contract End and Check-Out Dates
   a. Fall Semester - non-graduating residents who have cancelled the spring portion of their contracts (section VI.E.) must vacate their assignment by 12:00 noon on Saturday, December 15, 2018. Residents who graduate must vacate their assignment by 12:00 noon.
   b. Spring Semester - non-graduating residents who do not have summer housing must vacate their assignment by 12:00 noon on Saturday, May 11, 2019. Residents who graduate must vacate their assignment by 7:00 pm this same day.
   i. Spring residents who contract for summer will transition to their summer assignment May 11 – 15, 2019.
   c. Summer - contract end dates vary according to session and student status as follows:
      i. Saturday, July 13, 2019 – residents with Session 1 only contracts must vacate by 12:00 noon.
      ii. Saturday, August 10, 2019 – residents with Full Summer or Session 2 contracts who DO NOT have a fall assignment must vacate by 12:00 noon.
      iii. Residents who will continue in on-campus housing will transition to their fall assignment August 9 – 14, 2019.
II. ELIGIBILITY

A. Data Usage - By submitting a contract, residents grant the DOR access to their ISU students records to determine eligibility for on-campus housing and for other legitimate business purposes associated with residing in on-campus housing.

1. The DOR will share residents contact information with others as follows:
   a. A resident’s name, age, major, and ISU email is made available to assigned roommates/housemates.
   b. A resident’s ISU email address is provided to Mediacom to grant access to the “TV Everywhere” service.
   c. A resident’s ISU email address is provided to Collegiate Concepts for loft and MicroFridge rental purposes.

2. Residents who do not want their information to be shared as indicated above can email housing@iastate.edu.

B. On-Campus Housing Requirements

1. To be eligible for on-campus housing, individuals must be in good financial standing with ISU and must be enrolled as a student at ISU and registered for at least one credit.
2. Individuals required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A, are not eligible to live on-campus.
3. Residents found responsible for violation of these terms, the ISU Dining terms, the Policy Handbook, or the Student Disciplinary Regulations, may receive a disciplinary sanction that revokes on-campus housing eligibility and terminates the contract (section V.).

C. Neighborhood Requirements

1. Age eligibility is determined as of September 1, 2018 for contracts that begin fall 2018, February 1, 2019 for contracts that begin spring 2019 and June 1, 2019 for contracts that begin summer 2019.
2. Buchanan Hall, Geoffroy Hall, Richardson Court, Union Drive, and Wilson halls are available to all eligible students.
   a. Following Recontracting, newly admitted students aged 19 and younger have priority for assignments.
3. Wallace Hall and Frederiksen, Legacy, and University Village (UV) Apartments are available to all eligible Current Students and eligible New Students aged 19 or older.
4. Schilletter Village (SV) Apartments are available to any eligible resident and their family members. Only one contract is permitted in each SV apartment and occupancy is limited to five individuals, to include no more than three school-age children (section III.B.6.).
5. Exceptions to Neighborhood Specific Eligibility
   a. Athletes – Due to team-living requirements and the need for summer / winter break housing, members of specific ISU athletic teams, may receive permission to live in university owned/operated apartments regardless of age. Only coaches may request this and permission is granted to teams, not individuals.
   b. Family – New Students 18 and under, may request permission, in writing, to live with an older family member in Frederiksen, Legacy, or UV. Permission is granted only if the family members live together.

III. FEES

A. Assessment

1. Housing fees are assessed through the U-Bill and must be paid according to the university payment schedule. Failure to pay fees does not constitute cancellation of this contract.
2. For contracts submitted prior to the contract begin date (section I.C.1.), room and board fees begin to accrue on the contract begin date (section I.C.1.). Checking in after the contract begin date does not result in a reduction of any fees.
   a. Early Arrivals (section I.C.1.a.iii.) are charged early arrival fees (section III.C.5) beginning the date they check-in and accept possession of their keys, regardless of whether or not they actually begin living in the space.
3. For contracts submitted after the regular contract begin date(section I.C.1.), room and board fees begin to accrue once the resident is assigned.
4. If a resident leaves on-campus housing, room and board fees continue to accrue until the date that the resident checks out per the procedures outlined in the Policy Handbook. Depending on the reason for departure, cancellation penalties may apply (section VI.).
   a. Residents who checkout during the last 30 days of any term are not eligible for refunds of any fees.

B. Rates

1. Rates are submitted to the Board of Regents (BOR), State of Iowa, and are posted on the DOR Website in February. These rates are subject to change until they are approved by the BOR. The DOR website is updated once approved rates are available. The BOR may change the approved rates during the term of the contract by giving 30 days advance notice. If rates are increased, all impacted residents are notified via email.
   a. Residents who checkout during the last 30 days of any term are not eligible for refunds of any fees.
2. Residents are required to pay the rate associated with their assignment. If a resident moves to a new assignment with a different rate, prorated charges / credits are assessed to the resident’s U-Bill.
3. All rates are billed prior to the start of each semester.
   a. Residence Hall, Frederiksen, and Legacy – Rates include the furnishings specified in the Policy Handbook and all utilities.
      i. Frederiksen residents may use AccessPlus (A+) to contract for bedroom Ethernet service ISU Network Services.
   b. SUV – Rates include electricity, trash, water, internet (provided by Mediacom), and cable. Natural gas is contracted/paid for by the residents through Alliant Energy. The rate for UV furnished apartments also includes furnishings as specified in the Policy Handbook.
4. SUV Private v. Shared Rates - In two-bedroom SUV apartments, non-family residents may contract as SHARED or PRIVATE (space permitting).
   a. Residents in SHARED apartments agree to have a roommate, each paying half of the rental rate. Arrangements for shared payment of natural gas are decided by the residents. If only one resident is assigned, that resident pays all utility costs.
   b. Residents in PRIVATE apartments do not have roommates and pay full rent and utilities.
5. SUV Pet Apartments
   a. Pet apartment rates are higher than non-pet apartments to cover the normal maintenance and cleaning associated with an apartment where pets are present. It does not cover excessive damage. The pet rate is charged in all pet apartments, regardless of pet ownership.
   b. Regardless of pet ownership, residents selecting an SUV pet apartment are required to contract as PRIVATE unless they are part of a roommate group. In the event that a roommate moves out of a pet apartment, the apartment will revert to PRIVATE and will remain so until the remaining resident identifies a new roommate.

6. SUV Family Apartment Tuition
   a. The rate for SUV family apartments includes Ames Community School District tuition. The DOR will pay tuition to the Ames Community School District for up to three (3) school-aged, legally dependent children residing with any contracted resident in family housing. To be eligible, children must be listed on the housing contract at the time it is submitted. The resident must notify the SUV Office, in writing, of any changes in child status that occur after the contract has been submitted.
   i. Any tuition charges assessed to the DOR for dependent children not indicated on the contract or reported to the SUV Office, or for more than three children in one apartment, are charged to the U-Bill of the contracted resident.

C. Other Fees
1. Dues – Residents are assessed student government / community council dues as outlined in the Policy Handbook.
2. Prepayments – New undergraduate students are required to pay a $125 housing prepayment and one-time $10 non-refundable processing fee as part of their Admissions acceptance fee.
   a. The prepayment is applied in January 2019 to spring room and apartment fees. For contracts submitted after this date, the prepayment is applied at the same time room fees are assessed.
   b. Cancellation of the contract after the cancellation deadline (section VI.B.) may result in loss of the prepayment.
3. Keys – Residents are responsible for the security of their keys. Lock change and key replacement charges are assessed for lost keys.
4. Damages / Vandalism – Residents are responsible for the condition of their assigned space and associated common areas. Charges are assessed for areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs. Residents are held equally responsible for damages / vandalism that cannot be attributed to a specific roommate or community member.
5. Early Arrival, Late Stay, Improper Check-Out – Fees are assessed to residents who arrive prior to their official check-in date (section I.C.1.), who do not vacate by the check-out deadlines (section I.C.2.), and/or who do not follow the check-out process detailed in the Policy Handbook.

D. Appeal of Fees
1. Administrative Fees – Residents may contest assessed administrative fees for keys, early arrival, late stay, improper check-out/in, cleaning, damage/vandalism, etc., according to the following process:
   a. Appeals must be emailed to housing@iastate.edu within 30 days of notification of the charge.
      i. In the Residence Halls and Legacy, residents receive an itemized notification to their ISU email account.
      ii. In Frederiksen and SUV, appearance on the UBill constitutes notification.
   b. Appeals should contain the resident’s full name, ISU ID number, e-mail address, and rationale as to why the resident is not responsible for the charge(s). Documentation that supports / verifies the resident’s appeal rationale should be submitted at this time.
   c. Charge will remain on the resident’s U-Bill during the appeal process. Only in the event of a successful appeal will a charge be removed or reduced. Any late fee or penalty accrued due to late or non-payment is the responsibility of the resident.
2. Cancellation Penalties – Residents may appeal cancellation penalties (section VI.D.) according to the following process. The cancellation penalty will remain on the resident’s U-Bill during the appeal process. Only in the event of a successful appeal will a charge be removed or reduced. Any late fee or penalty accrued due to late or non-payment is the responsibility of the resident.
   a. 1st Level Appeal – Coordinator of Administrative Services
      i. Appeals must be emailed to housing@iastate.edu within 30 days of the penalty appearing on the U-Bill.
      ii. The appeal must contain the resident’s full name, ISU ID number, e-mail address, and rationale as to why the residents should not be held to the terms of the contract, the cancellation deadline, and/or the cancellation penalty. Documentation that supports / verifies the resident’s appeal rationale should be submitted at this time.
      iii. Once all materials are received, the Coordinator of Administrative Services will review them and a decision is communicated via e-mail within 15 business days. In some instances, additional information may be requested, in which case, a decision may take longer.
      iv. If the 1st Level Appeal is denied, the resident may submit a 2nd Level Appeal for additional consideration.
   b. 2nd Level Appeal – Assistant Director of Administrative Services
      i. 2nd Level Appeals must be emailed to housing@iastate.edu within five business days of receipt of the 1st Level decision.
      ii. This appeal must include everything from the 1st Level appeal along with any additional information / documentation.
      iii. Once all materials are submitted, the Assistant Director of Administrative Services will review them and a decision is communicated, in writing via e-mail, within 15 business days of appeal submission.
      iv. If the 2nd Level Appeal is denied, the resident may submit a 3rd and Final Level Appeal for additional consideration.
   c. 3rd and Final Level Appeal - The Contract Appeals Board
      i. 3rd Level Appeals must be emailed to housing@iastate.edu within five business days of receipt of the 2nd Level decision.
      ii. This appeal must include everything from the 1st and 2nd Level appeals along with any additional information / documentation.
IV. GENERAL

A. Assignments
1. This Contract Is For Any Assigned Space And Not For A Specific Building/Hall, House, Apartment/Room Number, Or Roommate.
2. Current Students (section I.B.1.) use A+ to select their own fall assignments during Recontracting, held during the preceding spring semester.
   a. As part of Recontracting, Current Students who contract, but who do not select an assignment by March 1, will have their contracts terminated by the DOR on March 1 so the resident can avoid the cancellation penalty (section VI.D.). Residents can resubmit their contracts and select spaces up through April 30.
   b. Current students who contract after April 30 forfeit assignment priority that Recontracting provided. They are required to submit preferences and their assignments are made during the New Student assignment process (section IV.A.3.).
3. New Student (section I.B.2.) contracts become available in June of the preceding year (i.e. June 2017 for 2018-2019 contracts). To submit a housing contract, New Students must first accept their offer of admission to ISU.
   a. Assignments are made on a first-come, first-served basis. Priority is determined by the date a student finalizes their contract in A+.
   b. Assignments are based on the preferences the student indicates on their contract. A preference is a request, not a guarantee. It is STRONGLY SUGGESTED that students submit all 12 preferences. Preferences can be changed any time prior to May 1 and changing preferences does not affect contract priority.
      i. Capacity limitations may prevent preferences from being honored. This contract is for any assigned space and not for a specific building/hall, house, apartment/room number, or roommate.
4. Assignments may be altered to comply with the American Disabilities Act (ADA), disciplinary reasons, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability of space, roommate incompatibility, or any other reason determined by the DOR to be of benefit to the resident or ISU.
   a. Residents found in violation of policies in substance free communities or the Allergen Awareness house (section IV.B.3.) may be relocated or have their housing contract terminated, in which case the resident is responsible for all applicable penalties as of the date of termination (section V.).
5. In locations where Residential Learning Communities or Theme Houses exist, students may be required to meet certain criteria (major, GPA, etc.) in order to be eligible to be assigned to that location. Once assigned, loss of eligibility may result in reassignment out of the Residential Learning Community or Theme House. A list of Residential Learning Communities and Theme Houses and their eligibility criteria is available on the DOR website: http://housing.iastate.edu/places/rlc-th.
   a. In rare cases, exceptions are made to allow students to live in a Residential Learning Community or Theme House location for which they are not eligible. This exception is for one academic year only and the student will not be permitted to recontract for that space.

B. Accommodations
1. Residents who require specific housing to accommodate a medical issue or disability must complete the Housing Accommodations Request process outlined on the DOR website: http://housing.iastate.edu/contracts/requests.
2. Assistance Animals – In addition to the Housing Accommodations Request process, residents requesting an Assistance Animal accommodation must review the Animals in Residence policy online at http://www.housing.iastate.edu/policy/animal and must submit an Animals in Residence Form and supporting documentation.
   a. The student must receive official, written, approval from the DOR before an Assistance Animal can be brought to campus. Students bringing Assistance Animals to campus prior to receiving official, written, approval are in violation of the Animals in Residence policy and may be subject to disciplinary action.
3. Allergen Awareness House – Residents assigned to the Allergen Awareness house are prohibited from bringing any animals, strongly scented items, specific foods, etc. into house common areas and/or their rooms. A list of prohibited items is available in the DOR Administrative Services office.
   a. At check-in, all Allergen Awareness house residents are required to sign a statement outlining their personal liability and responsibility, acknowledging the danger of bringing prohibited items into the community, and agreeing that possessing prohibited items in the community may result in their removal from the house, disciplinary action, and/or termination of their housing contract.
4. Residents with other reasons for needing specific housing should contact the DOR as soon as possible for guidance.

C. Failure to Accommodate a Roommate
1. Residents with vacancies in their room/apartment must keep the vacant space ready for a new roommate. A clean and equitable amount of space must be available, including bed, closet, desk, and floor space. In locations with bathrooms and/or kitchens, this includes shelves, cupboards, counters, and appliances.
   a. Residents who do not maintain the vacant space clean and available and/or who refuse to accept a new roommate when one is assigned will face the following consequences:
      i. The DOR, based upon occupancy levels, may opt to terminate the contract of the resident, in which case the resident is responsible for all applicable penalties according to the date of termination (section V.).
      ii. The vacant spaces are converted to a Double as Single, Triple as Double, or Private Apartment retroactive to the start of the contract or the date the vacancy occurred, whichever came first. The remaining residents are responsible for paying the additional fees associated with that assignment status. This status will remain effective until such time that the residents find their own roommates.
2. Residents sharing an assignment with a student who has an Assistance Animal (section IV.B.2.) are expected to treat their roommate and the Assistance Animal with respect, but are not required to care for the animal and are not required to be tolerant of an animal’s poor behavior. The Assistance Animals Policy in the Policy Library and the Policy Handbook provide details on how to report concerns.
A. Should a dispute arise between roommates in an assignment with an Assistance Animal, the residents are asked to participate in an interactive mediation process to resolve differences. In the event differences cannot be resolved, one or all of the residents will be required to relocate.

D. Room Use
1. Except as indicated in section VI.F. of this contract, residents are not permitted to give their assignment to another student.
2. Residents cannot use their rooms for commercial purposes.
3. Residents are responsible for all of the furnishings and appliances in their rooms/apartments, which must be in place and in their original condition when the resident checks out. The DOR will not remove or store furniture from the room.
4. Room personalization/modifications may be made according to the guidelines published in the Policy Handbook.

E. Assignment Changes
1. During assignment change processes, residents may use A+ to change their assignment to any available on-campus location for which they are eligible. There is no penalty for changing to a different on-campus assignment.
   a. Residents contracted as family who wish to change their SV family apartment must email housing@iastate.edu.
   b. Residents who change their assignment can check-in at the Hall Desk / Apartment Community office of their new assignment beginning at 12:00 noon the following business day. All assignment changes must be completed within 72 hours of when the resident receives their new keys. Failure to complete the move within 72 hours may result in loss of the new assignment and/or improper check out/in charges.
   c. Residents who change assignments are required to pay the (prorated) rate of the new assignment (section III.B.2.).
2. Following an assignment change, the resident is responsible for the meal plan requirements associated with the new assignment.
   a. If a meal plan is required in the new area, the resident has seven days to select a plan in A+ or be given the Gold Plan.
   b. If a meal plan is optional in the new area, the resident has seven days to cancel their Required plan. The resident must keep any Dining Dollars (DD) and/or meal blocks that have already been issued.

F. Liability
1. Although ISU will make reasonable efforts to protect resident property, neither the ISU nor the DOR is in any way liable for the loss or theft of, or damage to, any property belonging to or for injuries sustained by residents and/or their guests. Residents shall not hold ISU responsible for damage or injury that may be sustained by the resident caused by breakage, leakage, or obstruction of pipes, and from other latent defects not known to ISU. If residents are not covered by their family’s Homeowners Policy, the DOR and ISU recommend they obtain rental insurance.

V. CONTRACT TERMINATIONS
A. Termination Reasons
1. Term / Policy Violation – The DOR may terminate a resident’s contract at any time for violation of the terms, violation of DOR or ISU policy, or if the resident’s behavior is determined by the Dean of Students (or designee) to be unfit or unsafe for the on-campus community. If the DOR terminates a contract due to term or policy violation, the resident is responsible for applicable penalties (section VI.D.).
2. No Show – Contracts are terminated for residents who do not check in to their assignments by 5:00 p.m. on the first day of classes and who have not notified the DOR that they are arriving late. If the resident is enrolled, they will be responsible for all applicable penalties (section VI.D.). If the resident does not enroll, penalties are the same as withdraws (section VI.E.2.).
3. Loss of Eligibility – Contracts are terminated for residents who become ineligible to live on-campus (section II.B.). The resident is responsible for all applicable cancellation penalties.
   a. Residents ineligible to live on-campus due to non-enrollment, may email housing@iastate.edu to request a one-time exception to the enrollment requirement. The request should contain the resident’s full name, ISU ID number, e-mail address, rationale as to why permission is being sought, and any supporting documentation. Once all materials are submitted, they are reviewed and a decision is e-mailed, within 10 business days. In some instances, more information may be asked for, in which case, a decision may take more than 10 days.
   b. Permission is not granted for residents in poor financial standing with ISU or who have been disruptive to the residential community.
   c. If permission is granted, the following apply during the exception period:
      i. The resident remains responsible for following all ISU and DOR policies.
      ii. If the resident is determined to be disruptive, they must leave housing immediately. This determination is at the discretion of DOR.
      iii. On-campus services other than housing and dining are not available to the resident. I.e. they cannot use the Counseling Center, the Student Health Center, etc.
      iv. The resident forfeits the opportunity to cancel the current housing contract without penalty.

B. Termination after Check-in
1. If contract termination occurs prior to check-in, the resident cannot check-in.
2. If contract termination occurs after the resident has checked-in, the DOR will notify the resident via email/campus mail. The resident must properly check-out of their space, according to the procedures outlined in the Policy Handbook, by the deadline in the notification. Failure to check-out by the deadline will result in the following:
   a. All locks to which the resident has keys are changed, at the resident’s expense, and all electronic building access is revoked.
   b. A $50 fee for improper check-out is charged to the resident. The resident may also be charged for cleaning, maintenance, or damage.
   c. The resident’s belongings are considered abandoned, removed from the premises, and held by the DOR for 30 days. After 30 days, the items are sent to Asset Recovery to be sold/discarded. The resident is charged a minimum of $50 charged for removal and disposal.
VI. CONTRACT CANCELLATION

A. Method – **UNDER NO CIRCUMSTANCES ARE VERBAL CANCELLATIONS ACCEPTED.**

1. **A+** – To ensure proper submission and to receive written confirmation, residents must use A+ to cancel their contract.
2. If A+ is not available, residents may email housing@iastate.edu for alternate cancellation methods.

B. Deadlines

1. Residents who cancel their contracts (section VI.) or whose contracts are terminated (section V.) on or before the following dates may do so without penalty.
   a. For residents with a contract beginning the fall 2018 semester, including students on fall waiver (section VI.E.2.), the cancellation deadline is March 1, 2018 for Current Students (section I.B.1) and May 1, 2018 for New Students (section I.B.2.).
   b. For residents with a contract beginning the spring 2019 semester, the cancellation deadline is November 1, 2018.
   c. Residents who submit a contract after the standard cancellation deadline has passed will have fourteen days from the date their contract is received to cancel without penalty.
   d. For residents moving to Greek Housing, as verified by Greek Affairs, the deadline to cancel without penalty is extended to July 1, 2018.

2. CANCELLATION AFTER THESE DATES WILL RESULT IN SUBSTANTIAL CANCELLATION PENALTIES (section VI.D.).

C. Check-Out Procedures

1. If a resident has checked-in, cancelling in A+ does not automatically cancel the contract. The resident must also properly checkout per the procedures in the Policy Handbook. Room and board fees continue to accrue until the resident officially checks out. Failure to properly checkout will also result in a $50 improper checkout charge, lock/key charges, and/or cleaning, damage, and maintenance charges.

D. Penalties

1. Residents who cancel their contract after the deadlines (section VI.B.) and who remain enrolled at ISU will incur the following penalties:
   a. 50% of the remaining fall and spring value of their current housing assignment. Unassigned residents are assessed 50% of a Wilson double room.
   b. 80% of the remaining fall and spring value of their meal plan and non-refundable issuance of all DD. Residents in meal plan required areas who have not yet selected a plan are assessed 80% of a Gold Plan.
      i. Residents who cancel housing may opt to keep their meal plan and not be penalized, but they are required to maintain their current meal plan requirement for the entire academic year. (i.e. a resident cancelling in a required meal plan area is required to have a meal plan for the rest of the academic year).
   c. The $125 prepayment will be forfeited by those residents who were required to pay it that academic year (section III.C.2.).

2. Subsequent actions during the contract term - including graduation, withdrawal, or academic dismissal - are not grounds for a reduction or refund of a previously billed cancellation penalty.

E. Penalty Exceptions

1. In the following situations, residents may qualify for an exception to or reduction of cancellation penalties (section VI.D.).

<table>
<thead>
<tr>
<th>Cancel Reason</th>
<th>Materials Required</th>
<th>Housing Penalty</th>
<th>Prepayment (if any)</th>
<th>Dining Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Dismissal, Transfer, or Withdrawal</td>
<td>DOR will verify enrollment status at the start of the following semester. Residents who re-enroll the same semester for which they cancelled may incur the 50% penalty based upon their original date of cancellation.</td>
<td>0%, if verified.</td>
<td>Forfeited</td>
<td>0%, if verified.</td>
</tr>
<tr>
<td>Financial</td>
<td>Residents must appeal and submit documentation that verifies a significant, unforeseen, and uncontrollable decline in the resident’s financial status since the cancellation deadline (section VI.B.) has passed</td>
<td>0%, if approved.</td>
<td>Refunded, if approved.</td>
<td>Unused meals refunded. No refund of unused DD.</td>
</tr>
<tr>
<td>Graduation</td>
<td>Residents who graduate in December must cancel in A+, notifying the DOR of their intent to leave at the end of fall. Graduation is verified by DOR in January. Eligible residents remaining in housing after graduation forfeit their graduation status for the remainder of the contract.</td>
<td>0%, if verified.</td>
<td>Refunded, if verified.</td>
<td>0%, if verified. No refund of unused fall DD/meals.</td>
</tr>
<tr>
<td>Medical</td>
<td>Residents must appeal and submit documentation that verifies a medical issue that cannot be accommodated in on-campus housing. DOR may request clarifying information or seek opinion from the Thielen Student Health Center.</td>
<td>0%, if approved.</td>
<td>Refunded, if verified.</td>
<td>Unused DD/meals refunded ONLY if medical issue is dietary.</td>
</tr>
<tr>
<td>Military Deployment</td>
<td>Residents must appeal and provide a copy of their military orders verifying a call to active duty. DOR may contact the commanding officer for clarification.</td>
<td>0%, if verified.</td>
<td>Refunded, if verified.</td>
<td>Unused DD/meals are refunded.</td>
</tr>
</tbody>
</table>

2. Waivers – Contract waivers are available to residents in the following ISU approved, for-credit opportunities located outside the city of Ames, IA: academic requirement, student teaching, cooperative program, internship, or study abroad.

   a. Residents must submit a Waiver Form, available on the DOR website. If verified, cancellation penalties are applied as follows:
      i. 50% Penalty – Waived ONLY FOR THE SEMESTER(s) THE RESIDENT IS AWAY. Fall only waivers are required to return to housing for the spring semester. Failure to do so will result in a 50% penalty charge.
      ii. Dining – Refunded ONLY FOR THE SEMESTER(s) THE RESIDENT IS AWAY. There is no refund of fall DD/meals for spring only waivers.
      iii. Prepayment – Refunded (if paid) for full academic year and spring semester waivers only.

b. Residents on waiver may retain their assignment while away by paying for the space during their absence. Residents are otherwise not guaranteed that space upon their return.
F. Assumptions ~ FREDERIKSEN, LEGACY, AND SUV ONLY
   1. Apartment residents wanting to cancel their contract and remain enrolled may avoid cancellation penalties by finding a non-contracted, eligible student to assume their contracts. The cancelling resident is released from the contract once the assuming student submits a contract. At that time, the new resident becomes responsible for all of the contract terms. The following conditions apply.
      a. The resident must notify the DOR, PRIOR TO CANCELLATION, of their intention to find someone to assume their contract. Once the resident cancels the contract, they forfeit the assumption option.
      b. Prior to move-in, residents have until the first day of classes to complete an assumption. Otherwise, the resident must check-in or cancel their contract and be charged the cancellation penalty.
      c. The DOR assumes no responsibility for finding someone to assume the contract. However, residents can submit a flyer (template on-line) to housing@iastate.edu. DOR will post the flyer on http://housing.iastate.edu/contracts/assumptions and refer eligible students to the site.
   2. In Frederiksen and Legacy, the resident assuming the contract must be the same gender as the remaining residents. In SUV SHARED apartments, the resident assuming the contract must be the same gender as the remaining resident, unless the remaining resident emails housing@iastate.edu agreeing to accept a roommate of a different gender.

VI. DINING

A. Dining Terms and Conditions - It is the resident’s responsibility to become familiar with the ISU Dining Contract Terms and Conditions and Policies.

B. Meal Plans — A complete listing of meal plans and rates is available at http://dining.iastate.edu/. Changes in ISU Dining / Meal Plans do not constitute a breach of this contract and are not considered a basis for cancellation.

C. Residential Meal Plan Requirements
   1. During the academic year, residents assigned to Buchanan Hall, Geoffroy Hall, Richardson Court, and Union Drive are required to contract for a meal plan. Residents who do not select a plan are given the Gold Plan.
   2. ISU students who contract to live in summer housing are not required to contract for a meal plan regardless of assignment.