

## TERMS AND CONDITIONS OF RESIDENCY FOR UNIVERSITY OWNED APARTMENTS 2025-2026

### GENERAL CONDITIONS

In order to be eligible to reside in the university apartments, students must have completed 18 credit hours of on-campus college classes or be 21 years of age or older, maintain a cumulative GPA of 2.0, and remain in good disciplinary standing with the university for the duration of the occupancy period. (This GPA requirement only applies to the French Quarter Apartments.) Occupancy is limited to currently enrolled Students who meet the requirements for residency as stated on the University Owned Apartment Contract. Proof of eligibility will be required. Only those Students specifically assigned to a location by the Housing and Residential Life Office shall reside there. Vincennes University reserves the right to reassign students to another University owned facility (either apartment or residence hall) if space or circumstances require. All housing assignments are made at the discretion of the Housing and Residential Life Office. Upon receipt of the signed University Owned Apartments Contract by the Housing and Residential Life Office, the Vincennes University Owned Apartments Contract becomes a legal binding document.

### TERMS

The Housing Acceptance Contract is for the entire or remaining part of the academic school year. The Student agrees to conduct himself/herself/themselves, as well as their guests, in a manner that does not interfere with the use and quiet enjoyment of the premises by others. A student whose apartment mate(s) leaves may be asked to consolidate by the student moving to an under-occupied property or being assigned at the discretion of Vincennes University. The contract agreement shall not be assigned or sublet by the Student. Further, any person who is not a Student under this Contract who remains in or upon the premises for more than five days of any 30-day period shall not be allowed on premises of University Owned Apartments. University Owned Apartments accommodations are reserved for the exclusive use of enrolled or enrollment eligible students at Vincennes University, visitors and guests specifically approved by the University.

### PETS

No animals of any kind are allowed in the Vincennes University Owned Apartments at any point during the duration of the resident's contract, with the exception of fish so long as the fish tank is no larger than 10 gallons. In compliance with the Americans with Disabilities Act, the Fair Housing Act, HUD, and other applicable local, state and federal laws, Vincennes University generally permits students in University housing to have a Service or Assistance/Emotional Support Animal (ESA) with proper documentation and approvals. All Service Animals and ESAs must have approval from the Office of Diverse Abilities prior to bringing the animal on campus. Any resident found in violation of the animal policy will be subject to a \$200 fee for removal of an unauthorized animal. Residents may also be referred for Student Code of Conduct Violations.

By submitting the signed Housing Acceptance Contract the student (lessee) agrees to accept and abide by the terms and conditions of residency, as well as all policies, procedures, and regulations established by the University. **Failure to satisfy the financial obligations as listed in the Housing Contract in accordance with the University Room and Board Rates and Payment Schedule may result, at the sole option of the University, in the denial of further meals. There is no credit given for services (e.g. meals) withheld due to late or non-payment of fees.** Meal plans may only be changed prior to the 2<sup>nd</sup> week of each semester.

### DEPOSIT

The University requires a \$200.00 deposit of all residents. This deposit must be paid in full to be assigned a University Owned Apartment. The whole, or any portion, of the deposit may, at the option of the University, be forfeited for University Owned Apartment property damage resulting from lack of care. If damages exceed the deposit amount, the student (lessee/guarantor) assumes the additional cost. The deposit also applies to any necessary cancellation fees or indebtedness to the University. Charges for damages to the University Owned Apartment, as a result of anonymous vandalism, will be pro-rated among the Occupants of the property, and pro-rated share deducted from each deposit before the student (lessee) leaves the University Owned Apartments. The University is not obligated to refund the deposit if at any time of termination, the student (lessee) is indebted to the University. Students who incur large amounts of damages may be required to repay their damage deposit.

### ROOM ASSIGNMENT

Priority assignment will be granted to returning students (lessees) who have completed all housing requirements by June 1<sup>st</sup>. After advance registration and throughout the summer, returning students (lessees) and first year students (lessees) will be assigned housing based on the date or receipt of the following items: deposits and Housing Acceptance Contract. Requests for roommate preferences filed after July 1<sup>st</sup> may not be guaranteed. **Students who are not registered for classes 10 days prior to the first day of classes may be subject to termination of their Housing Contract. The Housing and Residential Life Office reserves the right to change hall configuration based upon student occupancy and facility availability.**

### OCCUPANCY

Student shall deliver possession of the property at the expiration of this Contract in as good condition as when received, reasonable wear and tear excepted. Student acknowledges the timely vacating the premise is of utmost importance and failure to do so could result in further charges. Student acknowledges that any items left on premises after end of contract will be considered abandoned and disposed of by Vincennes University at the expense of the student.

### LIABILITY

Vincennes University assumes no responsibility for personal

injury, fire, or other casualty. Vincennes University does not accept responsibility for loss or damage to clothing, valuables or personal property (including money) suffered by the student/guarantor during the period of this contract. Should either VU or student (lessee) be prevented or hindered from complying with any obligation created under this Agreement, other than the obligation to pay money, by reason of fire, flood, storm, act of God, governmental authority, labor disputes, war or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hinderance, provided the affected Party exercises all reasonable diligence to remove the cause of force majeure. It is the student (lessee)'s responsibility to insure personal belongings if they wish to do so. Students agree to not hold the University responsible for any and all claims from third parties for injury, death, or damages resulting from the negligence of Student, its agents, employees, or contractors.

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

Vincennes University shall not be liable to Student or any other person, including the co-residents and guests of Student, for any damage to their person or property from any defect, known or unknown, in the construction, condition, or maintenance of the said University Housing. Student hereby releases VU from all liability for any accident, damage, or injury caused to the person or property of Student on or about the Housing. TO THE FULLEST EXTENT PERMITTED BY LAW, STUDENT AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS VU AND ITS TRUSTEES, ACTING IN THEIR CAPACITY AS TRUSTEES AND OTHERWISE, OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS OF AND FROM ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, FINES, PENALTIES, CLAIMS OR DEMANDS OF ANY KIND ASSERTED BY OR ON BEHALF OF STUDENT OR ANY OTHER PERSON, ENTITY, OR GOVERNMENTAL AUTHORITY, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OF ANY AND ALL PERSONS BY REASON OF THE USE, OCCUPATION, AND MAINTENANCE OF THE HOUSING, INCLUDING ANY AND ALL PUBLIC LIABILITY TO GUESTS, EMPLOYEES, AND OTHERS, WHETHER OR NOT IT IS ALLEGED THAT VU IN ANY WAY CONTRIBUTED TO THE ALLEGED WRONGDOING OR IS LIABLE DUE TO A NON-DELEGABLE DUTY. HOWEVER, STUDENT SHALL NOT BE OBLIGATED TO INDEMNIFY VU FOR THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF VINCENNES UNIVERSITY OR ITS AGENTS AND EMPLOYEES WHERE SUCH INDEMNIFICATION IS CONTRARY TO LAW.

#### **CONDUCT**

The student (lessee) is subject to Federal, State, and Local laws, as well as all University regulations. This includes, but is not limited to, issues related to the possession, sale, or use of alcoholic beverages, narcotics, explosives, fireworks, and firearms. The Vincennes University Standards of Student Behavior states that students, including those who live in University Owned Apartments, are expected to abide by its contents as well as the terms found in the Terms and Conditions of Residency for University Owned Apartments Handbook. While living in University Owned Apartments, students are representatives of Vincennes University and this should be reflected in their conduct. For violation of any University or Housing regulations as defined in the Terms and Conditions of Residency for University Owned Apartments, Standards of Student Behavior, Local, State and Federal law the University may terminate the Housing Acceptance Contract and take possession of the living accommodations at any time. Students who violate the terms of the Standards for Student Behavior and/or University Owned Apartment Handbook may also be required to move to a campus residence hall or vacate their residence. The University reserves the right to make reassignments or adjustments as may be deemed necessary to resolve problems or situations that may adversely affect the academic or living environment of the residential community.

#### **PROVIDED SERVICES**

Vincennes University will provide electricity, water, internet (French Quarter only), one exterior entrance key/room key for each student, and one fire extinguisher. Students will be required to take trash to a trash collection area. All lawn care and snow removal will be the responsibility of Vincennes University. Vincennes University shall not be held responsible for any temporary utility failure nor shall such utility failure be construed as a violation of this contract.

#### **TRASH COLLECTION**

Garbage collection will be provided by the Vincennes University Physical Plant, and it is the student responsibility to deposit garbage neatly packed in plastic bags in the supplied trash receptacle in the appropriate location at the appropriate time for garbage collection. Students will be charged for any garbage clean-up the Physical Plant performs.

#### **UNIVERSITY OWNED APPLIANCES**

Vincennes University will provide kitchen appliances – oven/stove, refrigerator, and dishwasher and garbage disposal (French Quarter only), as well as a washer/dryer. Appliances must remain in the apartment. Any University Owned appliance that has been damaged by students or is missing during times of inspection will be replaced at the cost of repair or replacement and charged to the student(s) of that particular apartment.

#### **EXTERIOR OF PROPERTY**

Students should not erect temporary or permanent structures on University property. Prohibited items may include, but are not limited to, wading pools, tents, inflatable structures/games,

lawn furniture and grills. Items on porches, balconies/balcony railings or outside student doors or in the walkways outside the apartment should be limited. No fire pits or open fires are permitted on University property.

#### **PARKING**

All students and guests must park in Vincennes University designated parking lots or on street only. Students are prohibited from parking on grass, yards, or alleyways. Parking stickers are required. Violators will be reported to University Police and further action may be taken.

#### **INSPECTIONS/WAIVERS**

If the type of apartment specified in this contract is unavailable on date selected due to circumstances beyond Vincennes University's control, Vincennes University reserves the right to reassign the student to another apartment at the same rental rate. Vincennes University is not responsible for disputes between assigned apartment-mates. Vincennes University reserves the right to make other rules and regulations as it may from time to time consider necessary or proper for the safety, care, cleanliness, and efficient operation of the apartments, and the comfort, safety, and convenience of students. Such rules and regulations shall take effect when communicated to the Student. In order to protect the health, safety, and welfare of the residents, the University reserves the right to have its authorized personnel enter Student premises to make necessary inspections for service, maintenance/repair, and emergency purposes and for ensuring compliance with University policies.

#### **MAINTENANCE**

Students are responsible for maintaining the facility in a safe and clean condition. Monthly Health and Safety checks will be performed by the Housing and Residential Life staff. Vincennes University, through the Physical Plant, shall perform all maintenance work necessary to maintain the facility and shall charge the students for that maintenance which is not a result of normal use or routine breakdown. Students accept the contracted property in its existing condition. To avoid being charged for pre-existing damage, Students must complete and submit Room Inspection forms within 72 hours of the time the Student is first given access to the premises. Failure of Student to timely provide list will deem premises in good condition. It is expected that facilities problems will be reported promptly. All properties will be sprayed for insects in the month(s) of June, July, or August. Further spraying may be done periodically. If the Student/Tenant feels the need to spray further they may do so at their expense.

#### **LOCKOUTS**

Between the hours of 8:00am and 4:30pm Monday through Friday (excluding University holidays), Students may contact 812-888-4225 or the Hall Coordinator to report a lockout. After these hours the Student must contact University Police at 812-888-5555 for assistance. Reference the University Owned Apartment Handbook for Lockout Policy.

#### **CUSTODIAL**

Vincennes University, prior to occupancy in the fall, will clean the residence. Regular cleaning during the occupancy period and prior to move out is the responsibility of the residents. The Student will be responsible to maintain a clean and sanitary premise. Premises deemed unclean must be cleaned in a timely manner or an outside cleaning company will be called at the Student's expense.

#### **PROHIBITED USE OF ILLICIT DRUGS AND ALCOHOL**

The Vincennes University Standards of Student Behavior prohibits the manufacture, use, possession and distribution of illicit drugs and alcohol by students in buildings, facilities, grounds or other property owned and/or controlled by Vincennes University. If items are found they can be confiscated and destroyed by authorized personnel. No empty alcohol containers may be displayed at any time in any University Properties. No public notices and/or displayed public notices promoting or advertising alcohol/drugs are permitted in University Properties.

#### **SMOKING**

All University Owned off-campus properties are non-smoking. Vaping is not allowed in or near University Owned Apartments. Students must go to the designated smoking area. Smoking is prohibited on balconies or outside apartments. Students who violate this policy are subject to removal from property.

#### **STRICT PERFORMANCE**

The failure of either party to insist on strict performance of the Contract and Terms and Conditions of University Owned Apartments, or any part of it, is not a waiver of another or a subsequent breach.

#### **ENTIRE AGREEMENT**

The Contract, Terms and Conditions of University Owned Apartments, University Owned Apartment Handbook, as well as the Vincennes University Standards of Student Behavior and all Federal, State, and Local laws contain the entire agreement of the parties. IT shall not be changed except in writing signed by the parties.

#### **NOTICES**

All notices required under the Contract or Terms and Conditions of University Owned Apartments shall be in writing and shall be given to Vincennes University at c/o Housing and Residential Life, Vincennes University, 1002 North First Street, Vincennes, IN 47591, and to Student at the address of the Student's contract premises or the Student's home address as listed on the Contract. Notices shall be delivered to the recipient or mailed, certified or registered mail, return receipt requested, with sufficient postage to reach the destination. The place where notice is given under the paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

#### **VENUE**

Any action arising under this Contract and Terms and

Conditions of University Owned Apartments shall be brought only in a Court in Knox County, Indiana.

### **GOVERNING LAW**

VU does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract. Student expressly acknowledges and agrees that this Contract does not create a landlord-tenant relationship between Vincennes University and the Student, and that the terms of this Contract and the relationship of the parties and the remedies available to them are not subject to the provisions of the Residential landlord-tenant statutes, including, but not limited to those statutes found in Indiana Code 32-31-3 through 32-31-9, as amended from time to time, and any and all regulations enacted thereunder and is exempt from Indiana's Residential landlord-tenant statutes (See I.C. 32-31-2.9-4). This Contract will be governed by and construed according to the applicable laws of the State of Indiana, notwithstanding the choice of law rules thereof.

### **COST**

Please refer to the VU Catalog Supplement "Schedule of Fees" or the Vincennes University Housing Website for current Room and Board rates. Specific Room and Board rates and payment information for the upcoming school year will be available following approval by the University Board of Trustees. **Private rooms are an additional fee per semester. A damage deposit of \$200 is required for all contracts.**

(Note: All Room and Board rates are subject to change based on Board of Trustees set rates.)

### **CANCELLATION, TERMINATION, AND WITHDRAWAL**

If a student (lessee) decides not to attend the University, he/she/they must contact the Housing office **in writing** ([housing@vinu.edu](mailto:housing@vinu.edu)) and the Housing Acceptance Contract will be canceled. Charges will be assessed according to the following schedule:

#### **One Year Housing Acceptance Contract to begin in August** ( two semester commitment):

- Prior to or on August 1<sup>st</sup> = No Cancellation fee
- August 2<sup>nd</sup> – August 14<sup>th</sup> = \$150.00 Cancellation fee
- August 15<sup>th</sup> – March 15<sup>th</sup> = \$750.00 Cancellation fee
- After March 15<sup>th</sup> = \$500.00 cancellation fee.

#### **One semester Housing Acceptance Contract to begin in January** (one semester commitment):

- Prior to or on December 20<sup>th</sup> = No Cancellation fee
- December 21<sup>st</sup> – January 2<sup>nd</sup> = \$150.00 Cancellation fee
- January 3<sup>rd</sup> – March 15<sup>th</sup> = \$750.00 Cancellation fee
- After March 15<sup>th</sup> = \$500.00 Cancellation fee

The University is not obligated to refund the deposit if at the time of termination, the student (lessee) is indebted to the University. If the student (lessee) cancels his/her/their Housing Acceptance Contract after the deadline, during the semester, between semesters, or if the University terminates a student (lessee)'s status, a cancellation fee of \$750.00 will be assessed. The student (lessee) must vacate the Residence Hall

upon suspension or termination of student (lessee) status. Room rates will be prorated dependent on the date the student checks out of the residence hall. Meal plans are charged on a weekly basis. No refund for Room and Board will be given the last 2 weeks of each semester.

### **CONTRACT RELEASE PROCESS**

In the event of extenuating circumstances, an application for Contract Release may be filed. Once completed, the student must meet with his/her/their Residence Hall Coordinator and then submit an application to the Contract Release committee. A \$750.00 cancellation fee will be charged if the release is granted. This fee cannot be appealed. Students not released will continue to be obligated to the terms of the contract.

### **APPEAL PROCESS**

Students may appeal charges to their account. This appeal must be submitted **in writing** to [housing@vinu.edu](mailto:housing@vinu.edu) and must be received no later than ninety (90) days from the last date the student was enrolled at the University or proposed enrollment date. Written responses will be mailed/emailed to the student within 7-10 business days. All decisions are final.