

MARIAN UNIVERSITY

Indianapolis®

Office of Residential and Commuter Life

HOUSING CONTRACT TERMS AND CONDITIONS OF OCCUPANCY ACADEMIC YEAR 2025-2026

HOUSING POLICY

All single undergraduate students under 21, who do not return to their parent's or legal guardian's home each evening are required to live in University housing. Parent's or legal guardian's homes must be included in the following list of counties to commute: Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Morgan, Shelby.

Students who turn 21 on or before August 31 may request to live off campus through the Office of Residential and Commuter Life and commute from a location of their choosing. All requests will be reviewed, and approved or denied, by the Office of Residential and Commuter Life. Students will receive communication about the results of their request via Marian email.

CONTRACT OFFER

The delivery of this contract by Marian University to the student constitutes an offer of accommodation when the residence halls are open and the execution of the contract. Applying to live on campus constitutes acceptance of this contract. This agreement is contingent upon the availability of space within the University's housing units and the student's full-time (at least 12 credit hours) designation. Students enrolled in under 12 credit hours per semester may not live on campus.

CONTRACT ACCEPTANCE AND DEPOSITS

Housing contracts are effective for the entire academic year and are binding on all students who sign a contract. Students who apply and are approved to remain on campus during hall closings are bound by this contract during those periods as well. Refer to marian.edu/housing for periods when the residence halls are closed. Communication about closings will also be sent via student email before each closing period.

Each housing contract acceptance agreement requires an initial payment of a \$200.00 housing deposit for students living in residence halls and a \$300.00 housing deposit for students living in on-campus houses or in the graduate apartments. Annual renewal of contract acceptances requires a roll-over of the full deposit. The housing deposit must be submitted in full with a completed housing application before the student's housing preferences will be considered and assignments are made. Students with active deposits for residence halls need not pay a new deposit. Students with active deposits from the residence halls who move into a campus house must pay the difference between their active deposit and the \$300 campus house deposit price. Students without any active housing deposit must pay the current deposit price before moving onto campus or being assigned a space.

During each semester, charges for damages that are identifiable with a student or group of students will be assessed to those students and not deducted from their hall deposit. Charges for damages to public areas not identifiable with any student or group of students will be prorated and assessed to all students living in the hall or to those students living in a specific area of the hall. These charges will be billed to the student or students and are payable immediately.

All housing fees outside of the deposit are charged and paid through the student billing system. Confirmed 21st Century Scholar students have discounted housing deposit prices and should contact our office for details before paying a housing deposit online.

RESIDENCE HALL SERVICES

The University agrees that the student will be assigned a space in a Marian University residence hall, which includes furnishings and utilities, use of common facilities, and food service in accordance with provisions of this contract and established policies. Should residence hall spaces be at capacity with no room for additional students, communication will be shared via email.

CAMPUS HOUSE SERVICES

The University agrees that the student will be assigned a space in a Marian University campus house, which includes standard house appliances and utilities, use of the lawn and driveway, and food service in accordance with provisions of this contract and established policies. Campus houses are not furnished, and students must provide their own beds, dressers, couches, etc. to ensure they have what they need inside the space. Campus house residents are assigned to specific houses based on need of the University and/or the Residential and Commuter Life department. Campus house residents must provide their own internet unless otherwise communicated by the Residential and Commuter Life department. If internet is provided to students in campus houses by the University, students may not opt out or add a second internet service to the space.

GRADUATE APARTMENT SERVICES

The University agrees that the Marian graduate student will be assigned an apartment or a bedroom in a shared apartment in the Overlook at Riverdale Apartments on campus when an offer has been accepted by the student. Overlook Apartments are reserved for graduate students use only. Exceptions to this rule are made for partners, spouses, or legal dependents. Overlook apartments include standard apartment appliances and utilities. Overlook apartments are not furnished and students must provide their own beds, dressers, couches, etc. to ensure they have what they need inside the space. Overlook apartment residents are assigned to specific apartments based on the need of the University and/or the Residential and Commuter Life department. Overlook apartment residents have internet provided but must register and pay for their own electric bills unless otherwise stated by University officials.

ASSIGNMENTS AND OCCUPANCY

Full power is reserved to the University through the designated University official to make or change space assignments at any point before move in or after move in. Assignments can and will be made throughout the duration of the academic year.

The University agrees to consider the information and requests provided on the online housing application when assigning living accommodations, but no guarantee of specific assignment is implied. Discriminatory requests or practices are contrary to the philosophy of the University and will not be considered.

At the beginning of each semester, students are assigned to a specific residence hall room; changes may be made only with specific authorization from the Area Coordinator, Assistant Director, or Director of Residential and Commuter Life. Upon occupying the space assigned, the student thereby accepts such space, furnishings, and related facilities so provided as compliance in full with the

terms of the contract by the University. No student shall be authorized to sublet the assigned residential space. No student may approve a move into or out of a residential space.

Failure to occupy assigned space before noon of the second day of classes in any semester, without having given the Office of Residential and Commuter Life prior notice of delayed arrival, may result in the loss of assigned accommodations. Such loss of space shall not relieve the student of responsibility for accepting other available residence hall accommodations.

If vacancies occur in a multiple occupancy room, the remaining student(s) agrees to accept other roommates as assigned, or to move into other space if requested, or, at the University's discretion, to pay the established rate to guarantee single occupancy in a multiple occupancy room/pro-rated premium single room charge. Students may not decline an assigned roommate or suitemate.

During the time between semesters, and during regular vacation periods, residents are encouraged to remove personal effects and anything of value from their room. The University will not be responsible for any loss of personal property. When a student leaves the hall for the summer period, all personal property must be removed from the hall, including any trash or other unwanted items. Students will be charged for leaving items behind in the space for University personnel to discard. Prices increase based on item type and amount.

Students are personally responsible for the security of articles stored in their rooms. Recording serial numbers of television sets, computers, etc., is highly recommended and may be done in an official capacity through the Campus Police (317.955.6789). Students are also encouraged to obtain renter's insurance for any and all articles stored in their rooms. The University is not responsible for loss of, or damage (from any cause) to the personal property of the student, nor will the University assume responsibility while the student is a resident. The University will not replace or reimburse students for damaged, lost, or stolen items.

Any student whose actions are found to be detrimental to the student's own welfare or the welfare of other students may be required to move into another space or to withdraw from the residence halls without financial refund. Non-compliance with University policies may result in the cancellation of current enrollment or denial of subsequent registration.

FOOD SERVICE

Students residing in the residence halls are required to have either the All-Access meal plan or the Block 175 meal plan. Students may change meal plans up until the end of the second week of class each semester.

Students residing in the on-campus houses are required to have a meal plan. These students may choose between the two residential meal plans or any of the commuter meal plan options.

The room and board packages and pricing are binding for the entire year or remainder thereof. Students must obtain approval from the Residential and Commuter Life department before switching between residence life and commuter life. Assignments may not be changed at the student's discretion.

GENERAL CONDITIONS

All occupants of University residence halls (including temporary non-Marian University student guests) are responsible for the provisions of the *Code of Students Rights and Responsibilities*, the

Student Handbook, and the *Residential and Commuter Life Policies*. The University reserves the right to change the policies as it deems appropriate and timely. Each resident is responsible to be aware of and observe all regulations affecting their status with the University. Students will be held accountable to all policies and procedures.

Duly authorized University officials and maintenance personnel may enter a resident's room for the purpose of maintenance and to ensure compliance with fire safety regulations and health standards at any time. University officials and maintenance personnel will knock and announce themselves before entering. In emergencies, duly authorized University officials may conduct a search of University premises (including a resident's room) if there is a reason to believe that such premises are being used for illegal purposes or for a purpose which interferes with the normal operation of the University.

This contract constitutes acceptance of membership in the respective governing bodies of the residence hall or living unit to which the resident is assigned, including all rights, privileges, and responsibilities of such membership.

Students who operate motor vehicles on campus are required to register their vehicle with the Marian University Police Department. Vehicles without current parking passes appropriately displayed may be towed off-campus at the owner's expense or students may be issued tickets and fines. Students are required to know and follow appropriate parking designations. Campus house residents need not apply for either a commuter parking pass or a residential parking pass if they will only be parking in the driveway of their assigned campus house or directly in front of their assigned campus house on the street. Cars parked anywhere on campus or in the neighborhood that do not follow appropriate parking laws, rules, or guidelines may be ticketed or towed at the owner's expense.

RATES

Room and board rates are determined on an annual basis, approved by the board, and will be published when finalized by the University. The University reserves the right to change the rates charged for housing and/or meals.

In the event that the student is authorized to change room or hall assignment, or both, and by which such change constitutes an alteration of residential fees, the appropriate billing changes will be made. The student will be charged for the occupied room on a pro-rated basis. Students approved to move between room type during the first two weeks or last two weeks of a semester may not have their bills pro-rated.

PAYMENTS

Payments under this contract are due each semester in accordance with the fee payment schedule published each year by the Business Office. Any deviation from the established schedule of payment must be approved in advance of the due date by the Director of Business Services.

Failure to make payments as prescribed does not relieve the currently enrolled student of their obligation to observe this contract. Non-payment of fees may result in cancellation of current enrollment, denial of residence hall services, and/or a pause in course registration permissions until the amounts are paid.

REFUNDS

Housing and meal charges will be prorated based on dates of occupancy should a student move off campus. No refunds will be issued for housing changes in the last two weeks of the semester.

Refunds will not be made for temporary absences from the residence halls. Refunds will not be offered for adverse experiences in campus housing. Refunds will not be added if a student moves off campus without being approved to do so in advance. Prorated housing bills are based on the date of key return, pending all items removed from campus housing.

CANCELLATIONS

All returning, readmitted, or currently enrolled students who sign a contract for the following year must provide written notice to the Office of Residential and Commuter Life if they wish to cancel the contract. Written notice must be received prior to May 15 to be considered without financial penalty. Canceling a housing contract after May 15 and before August 1 will result in a cancellation fee of \$500 for breaking the contract. Canceling a housing contract after August 1 and before September 1 will result in a charge of \$750. Canceling a housing contract after September 1 will result in a charge of \$1000. New students matriculating to the University are required to provide written notice of their housing plan to the Office of Residential and Commuter Life by August 1 for the fall semester or by January 1 for the spring semester. This should be done by filling out the on or off campus housing application online.

It is the student's responsibility to contact the Office of Residential and Commuter Life to formalize release from this contract.

Refund of room and board fees will be made in accordance with this contract, or in some cases, at the discretion of the Office of Residential and Commuter Life.

Failure to comply with housing release procedures or furnishing false information regarding both on- and off-campus housing information, will obligate the student for payment of all residence hall fees.

Upon determination by the University that the student has violated the provisions of this contract, violated the policies of the University, or engaged in conduct detrimental to the welfare of self or others, this contract may be canceled by the University and departure from assigned space may be required without refund.

Deadline requests, established forms, and procedures must be followed. Failure to make timely and necessary arrangements will mean that the student is obligated under the provisions of this contract including responsibility for payments of residence hall fees.

TERMINATION

This contract will be terminated, and room and board fees will be prorated based on occupancy under the following circumstances:

Academic dismissal: Students must officially check out at the office of their residence hall within 48 hours of receipt of official notification of academic dismissal.

Withdrawal from the University: Students who terminate their enrollment during the semester by officially withdrawing from the University are required as part of the official check-out procedure to arrange for departure from the residence hall with their Area Coordinator.

Students must officially check out at the office of their residence hall or at the location included in their move instructions within 48 hours of their University withdrawal.

Should the student re-enroll or be reinstated during the term of this contract, the student is required to fulfill this contract with the University.

Questions or concerns regarding housing should be directed to:

Office of Residential and Commuter Life

housing@marian.edu

3200 Cold Spring Road

Clare Hall, Room 141/142

Indianapolis, IN 46222

317.955.6318