

# MARIAN UNIVERSITY

Indianapolis®

## Office of Residential and Commuter Life

ON-CAMPUS HOUSE AND OVERLOOK GRADUATE APARTMENT  
TERMS AND CONDITIONS OF OCCUPANCY  
ACADEMIC YEAR 2025-2026 & MEDICAL ACADEMIC YEAR 2025-2026  
Contract Term Dates: July 1, 2025 – June 15, 2026

### OVERLOOK GRADUATE APARTMENT POLICY

The Overlook at Riverdale Apartments (Overlook Apartments) are reserved for graduate students only. Exceptions may be made for partners, spouses, and legal dependents of the Marian graduate student pending that the person requesting to live-in is not a Marian undergraduate student. All Marian graduate students living in the Overlook Apartments must sign their own contract and be billed separately.

Overlook Apartment residents must meet the following requirements: be a full-time, degree-seeking Marian University graduate student; not be on conduct probation or have significant conduct history; not have been found guilty of two or more violations of the *Code of Student Rights and Responsibilities* or the *Residential and Commuter Life Policies* during the past year; not have been found guilty of four or more violations of the *Code of Student Rights and Responsibilities* or the *Residential and Commuter Life Policies* during their academic career at Marian University.

### CONTRACT OFFER

The delivery of this contract by Marian University to the student constitutes an offer of accommodation when the Overlook apartments 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 graduate student enrollment status. Students enrolled in under full-time credit hours per semester will need to gain approved from their Dean of Students and the Office of Residential and Commuter Life to live on-campus in the Overlook Apartments. This permission will only be considered for returning residents, not new residents.

### CONTRACT ACCEPTANCE AND DEPOSITS

Housing contracts are effective for the entire academic year, all break periods between terms, and are binding on all students who sign a contract. Students who apply and are approved to remain on campus between academic years are bound by this contract during those periods as well. Communication about the opportunity to stay between academic years and for signing a new contract will be sent via student email each year in winter/spring. Students must be granted approval in writing for any change in their apartment assignment or contract period.

Each housing contract acceptance agreement requires an initial payment of a \$300.00 housing deposit for students living 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 signed housing contract before the student's housing preferences will be considered, assignments are made, and keys are picked up. Students with active deposits from the previous year who have not moved out need not pay a new deposit nor do they need to increase their deposit amount. Students with active deposits from the residence halls as an undergraduate student who move into an apartment as a graduate student do need to 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. This is most commonly found in the Overlook Apartments upon move-out when students leave furniture or trash in the incorrect locations.

All housing fees outside of the deposit are charged and paid through the student billing system.

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## **ALCOHOL POLICY**

Alcoholic beverages may be possessed or consumed by residents and their guests who are of legal age to possess or consume such beverages as defined by the laws of the State of Indiana. Consumption is limited to within the apartment unit only provided the door is closed and there are no more than ten (10) persons in the apartment unit at one time. Students or guests who are under 21 years of age may not be present in such situations even if they are not consuming alcohol themselves.

Containers such as kegs or any other communal containers of alcohol are strictly prohibited. Alcohol may not be sold by students, residents, or guests anywhere on campus.

No alcohol is permitted inside common areas of the Overlook Apartments such as the fitness center, lobby space, hallways, or study rooms.

## **APARTMENT SERVICES**

The University agrees that the student will be assigned a space in the Marian University Graduate Apartments, Overlook Apartments, which includes furnishings and limited utilities, use of common facilities, and optional food service in accordance with provisions of this contract and established policies. Should apartment spaces be at capacity with no room for additional students, communication will be shared via email to those on the interest list.

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. If a mistake has been made or a change is needed, a representative of the Office of Residential and Commuter Life will send an email notification to the impacted student(s) via Marian email.

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. Trash and water are included in the housing charges available on student bills. Trash must physically be taken by the resident outside the building to an appropriate dumpster. If the dumpster is full, the student must take the trash to a different dumpster on campus or wait until the dumpster is emptied and has more space.

## ASSIGNMENTS AND OCCUPANCY

Full power is reserved to the University through the designated University official(s) 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 by residents or prospective students via email or included in the interest list questionnaire 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 contract period, students are assigned to a specific apartment; changes may be made only with specific authorization from the 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 accommodation nor shall it relieve the student of all due housing charges and payment expectations. Occupying a space is based on the student picking up keys. Key sign out signifies space occupancy.

If vacancies occur in a two or three bedroom apartment the remaining student(s) agrees to accept other roommates as assigned, 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 apartment charge. Students may not decline an assigned roommate but should communicate concerns to the Assistant Director of Residential and Commuter Life, as there may be alternate options available to consider.

During the time between term, and during regular off-campus rotation periods, residents are encouraged to remove personal effects and anything of value from their apartment and lock the doors when they leave. The University will not be responsible for any loss of personal property. When a student leaves the building at the end of their final contract period, all personal property must be removed from the building, including any trash or other unwanted items. Students will be charged for leaving items behind in the space, in the hallways, or outside on the ground when University personnel must discard. Prices increase based on item type, quantity, and personnel required to remove the item(s).

Students are personally responsible for the security of articles stored in their apartments. 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.

## **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 31 will result in a cancellation fee of \$500 for breaking the contract. Canceling a housing contract after August 31 will result in a charge of \$1000. New students matriculating to a graduate program are required to provide written notice of their on-campus housing interest 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 adding their name to the Overlook Apartment interest list online then emailing the Assistant Director.

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 will obligate the student for payment of all housing 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 and/or with financial penalty.

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 housing fees or lack of housing contract for the next contract period.

## **CAR WASHING**

Car washing within the apartment complex parking lot is prohibited.

## **CONTRACT AGREEMENTS**

Apartment contracts are for the full academic year and generally begin in early-mid July and end on June 15. In the event a student withdraws from Marian University, graduates at the end of the fall semester or becomes academically ineligible, the student must vacate within 3 days of the withdrawal, ineligibility, or graduation and may not finish the contract period. Housing fees will be prorated to the move-out date, but contract cancellation fees may be applicable.

In the case of a student who is requested to be removed from campus or from the university for disciplinary reasons, the student must vacate within the time adjudicated, may not finish the contract period, and forfeit the deposit. Full power is reserved to the university through the designated official to make or change space assignments.

A resident who vacates an apartment without notifying the Office of Residential and Commuter Life in writing will, in addition to the forfeiture of the deposit, continue to be responsible for rent until the

resident notifies the Office of Residential and Commuter Life. Terms of the contract will be strictly adhered to by the university. See "Notice of Intent to Vacate".

## **DISTURBANCES**

Apartment residents must respect and be considerate of neighbors. Apartment residents live very close to each other and other non-Marian community members in the adjacent neighborhood, and any undue noise can be very disturbing, particularly during the hours of study and sleep. Social functions, which tend to be loud and disturbing in nature, must terminate immediately upon request from any university official or community member. The operation of radios, stereo equipment, and television sets must be restricted to a volume output that is reasonable and must be operated during hours that are also regarded as reasonable. The playing of musical instruments that is disturbing or distracting to others is prohibited. Any resident who incurs two violations of the disturbance policy will be in jeopardy of contract cancellation, must move out within the timeline communicated by the Residential and Commuter Life office, and may be subject to additional fines and sanctions.

Apartment residents wishing to file a formal complaint must contract the Marian University Police Department at 317-955-6789 at any time. An officer may arrive to ask other residents to quiet down and/or a noise ticket may be issued. The Office of Residential and Commuter Life is unlikely to be able to assist for repeated noise concerns if there are no formal complaints on file to site.

## **FIRE HAZARDS**

Apartment residents are responsible for taking all possible precautions to prevent fires. The use of double and multi-socket extension cords and the installation of non-approved wiring are all strictly prohibited by fire regulations. Torchiere-style halogen floor lamps (including those equipped with a heat/fire guard), are strictly prohibited in all residential spaces on campus, including apartments. Power strips that are UL approved and have a circuit breaker button in addition to an on/off switch may be used.

Highly flammable materials (i.e. gasoline, kerosene) may not be stored in the apartments. Smoke detectors must always be installed and functioning. Removal of smoke detectors is strictly prohibited. Charges will be assessed to responsible residents for structural and/or smoke damages. Work orders may be placed for chirping smoke detectors and University personnel will replace the batteries when reported.

Periodic inspections of all apartments may be made to check on fire hazards and policy violations. This is typically done at least once a semester and between every resident move out/move in. If hazards (including candles without burned wicks) are found in your apartment, they will be confiscated.

Inside the Overlook Apartments, shared hallways must be clear of fire hazards in addition to inside residential spaces. Door decorations are allowed, pending appropriate installation without causing damage or holes, but all items on the floor of the hallway must be smaller in size than your shoe. Examples of items that are prohibited to have in the hallway include shoes, floor mats (i.e. welcome mats), and large pumpkins.

In case of emergency, for any reason including urgent facilities issues, call the Marian University Police Department (MUPD) at 317.955.6789.

## FOOD SERVICE

Graduate students are not required to obtain any meal plan through the University. However, meal plans are available to those who wish to purchase. Meal plans function based on the undergraduate student academic calendar and are not functional year-round. Up to date pricing and details may always be found online.

To purchase a meal plan, students must email the request in writing to the Office of Residential and Commuter Life at least one week before each semester period. Students who purchase a meal plan will see the charge added to their student account in the same location as their housing charges.

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.

## FURNISHINGS

All apartments will be furnished with a full-size refrigerator and freezer, oven/stove, microwave, washer, and dryer. All apartments also include ceiling fan(s), dishwashers, garbage disposals, automatic ice makers, and built-in microwaves. No furniture items, such as couches, beds, dressers, desks, or tables, are provided by the University.

Under no circumstances are any items of the university to be removed from the residence. All furnishings, walls, and doors should be treated with extreme care to avoid the possibility of being assessed for damages upon vacating. Elco 20-pound nail hangers, Command-brand, or similar, and/or thumb tacks are the only acceptable wall hangers to be used in the apartment and houses.

All furnishings provided by residents must be removed at the end of the contract. Items left behind will be donated or disposed of at the expense of the residents. Fines increase based on size, quantity, and cleanliness of items left behind.

Overlook apartment residents may only leave furniture or decorations inside their assigned apartment if they have signed a housing contract for the following academic year, are assigned to the same apartment, will not be turning in keys, and have the written permission from Residential and Commuter Life personnel. All furniture, personal items, and trash must be fully removed from the grounds upon termination of contract and move-out.

## GENERAL CONDITIONS

All occupants of University on-campus housing (including 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 for being aware of and observing 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. See "Housekeeping and Safety Checks" section for additional information.

This contract constitutes acceptance of membership in the respective governing bodies of the apartment complex, 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. One residential parking pass per rented bedroom is included in the residential graduate student's housing fees. For example, students renting a studio, one-bedroom apartment, or one bedroom inside of a two- or three-bedroom apartment may register one car. Students renting both sides of a two-bedroom apartment may register two cars. 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.

### **GARBAGE AND TRASH**

Residents are required to take their trash to the appropriate space. For apartment residents there is a dumpster located outside of the complex. All trash must be in a tied bag and fully inside the dumpster. Trash left outside the dumpster may result in fines to the resident or to the apartment complex residents in full. If the Overlook Apartment dumpster is full, please take your bagged trash to the next closest dumpster on campus.

### **GRILLING**

Grilling from balconies or patios of apartments is strictly prohibited. While you may store your grill on the balconies or patios, operation of your grill must take place at least fifteen feet from the apartment building on either the lawn or the parking lot. Residents should promptly return their grill to storage as soon as safely possible. Due to the restriction of gasoline and kerosene, we recommend charcoal grills if you wish to have a grill on campus.

### **GUESTS**

Residents are welcome to invite guests and visitors to their residence; however, they may not reside in the apartment for more than five nights in succession without permission from the Office of Residential and Commuter Life. Guests should only be present when the resident is at home. Guests may not have possession of the residents' keys at any time. Residents are responsible for the actions of their guest(s). Allowing guests for more than five consecutive nights may result in contract cancelation.

Live-in, non-contracted residents must be approved by the Office of Residential and Commuter Life. Live-in residents (outside of the contracted Marian graduate student resident) must be listed in the applicable location at the end of this contract. Live-in residents must be approved in advance and must abide by all policies and procedures. Live-in residents may be required to vacate if policies are violated. Contracted Marian graduate students are held responsible for the actions of their live-in residents.

### **HOUSEKEEPING AND SAFETY CHECKS**

Duly authorized university officials and maintenance personnel may enter a resident's apartment for the purpose of maintenance and to ensure compliance with fire safety regulations and health

standards. In emergencies, duly authorized university officials may conduct a search of university premises (including a resident's house or apartment) if there is reason to believe that such premises are being used for illegal purposes or for a purpose which interferes with the normal operation of the institution.

Periodic inspections of all apartments may be made to check on fire hazards and policy violations. This is typically done at least once a semester and between every resident move out/move in. If hazards (including candles without burned wicks) are found in your apartment, they will be confiscated.

## **KEYS**

A charge will be assessed to residents for the loss of each key issued to them. Charges increase based on the number of locks and keys that will need to be replaced. Residents may not provide temporary guests with their apartment key or a copy of said key. In the event that a resident locks themselves out of their apartment, Marian University Police should be contacted for an unlock.

Approved live-in, non-Marian residents may utilize a copy of the apartment key. This copy will be issued by the Office of Residential and Commuter Life and the graduate resident is responsible for all issued keys, even if utilized by the approved live-in, non-Marian resident. Only one copy of the mailbox key will be issued per contracted resident for all approved residents to share.

## **NON-RENEWAL OF CONTRACT OR NOTICE TO VACATE**

The University may give a resident notice to vacate or may choose not to offer a contract renewal:

- (a) if the resident fails to pay rent, or other charges when due.
- (b) if the resident violates the Indiana law or any university policies, engages in disorderly conduct, or violates any of the conditions of occupancy.
- (c) if the resident ceases to be eligible for an apartment.
- (d) if the resident threatens or endangers other residents or self.
- (e) if the university closes all or part of the area or if any part of the building is deemed uninhabitable by the university.

## **OCCUPANCY**

All apartment residents must have a completed housing contract on file with the Office of Residential and Commuter life. Housing contracts may only be signed by the Marian graduate student; however, all live-in, non-Marian student residents must be listed on the signed contract.

All graduate students who accepted an offer in the Overlook apartments must digitally sign the housing contract using DocuSign, or similar University-approved electronic signature methods, before picking up keys or accessing a residential space.

Non-Marian affiliated persons will not be allowed to contract an apartment. Overlook graduate students may have a partner, spouse, or legal dependent live with them pending approval by the Office of Residential and Commuter Life. All approved residents must have their legal name, phone number, and email address on file.

## **PARKING**

Parking for apartment residents is located on both the east and west sides of the complex. The university reserves the right to ask residents to move their vehicles in the event of a major function. Guests of apartment residents should park in the lot immediately west of the Physical Education Center and display a guest parking pass.

No one should park on the grass at any time. Accessible parking spots on campus require accessible parking passes. Any street parking should follow the flow of traffic in accordance with city regulations.

Additional parking passes not included in the cost of housing may be purchased, if needed, for students with second cars or for live-in, non-Marian residents, if needed.. Temporary short-term guest passes may be acquired through the Marian University Police Department.

## **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.

## **PERSONAL PROPERTY**

Marian University is not responsible for loss or damage to personal property. Renter's insurance is available at a nominal fee for Marian University students. Applications are available online and there are no requirements for specific providers.

Though it is not a requirement, it is highly recommended for you to have insurance that protects your personal belongings while living on campus. Marian University is not liable for damages caused to any personal items on campus and will not reimburse students for damaged property from theft, natural disasters, facilities issues, or otherwise.

As a resident, you're eligible to purchase coverage through GradGuard's student renters insurance program. Marian does not receive compensation for providing this student benefit. Their preferred rate is available to you because you're a Marian student. GradGuard's Renters Insurance is underwritten by Markel® American Insurance Company.

Claims and coverages are subject to language, limits and exclusions, and policy. Visit [GradGuard.com/Renters](https://gradguard.com/renters) to get more information about their coverage and a quote.

## **PETS**

Fish are the only acceptable pets in the apartments. Fish must reside in a tank of 1 gallon or less. Any residents violating this policy will be subject to contract termination without refund. Temporary pet sitting is not allowed.

Should an unapproved animal be reported in your residence, you will have no more than 48 hours to remove that animal from campus. You will be charged \$50 per day the animal is on campus. The 48 hours are to provide you with ample time to find a safe home off campus for the animal. Animals should be removed from campus as quickly as possible.

## **POLICIES**

The University reserves the right to make other policies as it considers necessary and proper for the safety, care, cleanliness, and efficient operation of the apartments, and for the comfort, safety, and convenience of residents. Such policies shall take effect immediately when updated. All policies outlined in the Marian University *Code of Student Rights and Responsibilities* and the *Residential and Commuter Life Policies* apply to the Overlook Apartments.

## **REFUNDS**

Housing and meal charges will be prorated based on dates of occupancy should a student move off campus. Prorated charges will be accompanied by a contract cancellation fee in accordance with the timeline of cancellation policy. No refunds will be issued for housing changes in the last month of the contract. For an abundance of clarity, this means any student who moves off campus on or between May 15 and June 15 will *not* have their housing charges prorated.

Refunds will not be made for temporary absences from on-campus living, such as for off-campus rotations. 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 with written commitment from the University for a refund or prorated amount.

Prorated housing bills are based on the date of key return, pending all items removed from campus housing, and written approval from the Office of Residential and Commuter Life has been granted for a prorated price. Prorated housing charges are updated *after* students move out and on a timeline dictated by the Office of Residential and Commuter Life, the Business Office, and other urgent matters across campus. Residential and Commuter Life will prioritize prorating housing fees when it is possible for students to have their bills updated as promptly as possible post-move out.

## **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 apartment assignments, 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 space on a pro-rated basis. Students who are approved to move between apartment types between contract periods will not have rates pro-rated.

One student renting both bedrooms in a two-bedroom is possible is requested, pending availability. One student renting two or three bedrooms inside a three-bedroom is not permissible. Students bringing a live-in, non-Marian graduate student resident (i.e. spouse or child) must rent the full apartment space, as the Office of Residential and Commuter Life will not assign a roommate to the apartment of a student who has non-students living with them.

The prices available online are typically per bedroom. Students renting both bedrooms in a two-bedroom apartment will be charged exactly twice the listed price, as they are renting two bedrooms.

Housing fees (rent) are charged to the Marian student's account in full as one sum per semester. Fall and spring semester rates are the same amount. Payments must be made on time in accordance with the Business Office's standard timeline. Payment plans are available through the Business Office for students who wish to break up their fees into smaller payments. Students who do not sign a contract for the next academic year must move out following instructions sent via email by the Office of Residential and Commuter Life and may have housing fees prorated post-move out, if granted in writing for a move-out prior to May 15. The prorated fee will be accompanied by the appropriate housing contract cancellation fee. Students who stay for the full contract period, or those who move out within one month of the end of the contract period, will not have their charges prorated.

For an abundance of clarity, this means that all Overlook graduate student residents should fall into one of these three categories:

- 1) Students staying in the Overlook for another year with a new signed housing contract
  - a. These students will see no change in spring housing charges.
  - b. Students switching apartment types between contract periods will see the old apartment type charge in their spring bill and the new apartment type charge begin in the fall.
- 2) Students moving out after the contract period begins and before May 15 (one month before the end of the contract period)
  - a. If approved in writing by the Office of Residential and Commuter Life, these students will see a prorated housing charge on their student bill post-move out based on their move out date.
  - b. These students will also see a \$1,000\* cancellation fee for breaking their housing contract early.
    - i. \*The housing contract cancellation fee is \$500 if canceled before the end of August of the given the contract period.
- 3) Students who move out between May 15 and June 15 (last month of the contract period)
  - a. These students will neither see a change in their spring housing charges nor will they see a contract cancellation fee.

## **REDECORATING, REMODELING AND NEW CONSTRUCTION**

Painting, wallpapering, redecorating, or new construction is not permitted, unless written authorization is obtained from the Office of Residential and Commuter Life. The only accepted nails for hanging items are Elco nails, maximum 20-pound weight.

## **REPAIRS**

All requests for repairs are to be made through the University work order system. If an emergency occurs, call the Marian University Police Department at 317.955.6789 at any time of day. Authorized personnel of the university shall make repairs required to university premises, fixtures, or property upon request of a resident, or for preventive maintenance procedures. The cost of all neglect or willful act of the resident or guests shall be charged to the resident(s).

## **SOLICITING**

Soliciting in the residence halls, houses, and apartments is prohibited by the University. Students wishing to advertise within the Overlook Apartments should connect with the Overlook Apartment manager within the Office of Residential and Commuter Life for guidance before posting anything in the hallway, elevator, study room, gym, or other common areas.

## **STORAGE FACILITIES**

The only available storage facility outside of the apartment for apartment residents is on the patio or balcony area of your apartment. Bikes may be stored inside the stairwells only on the ground floor and directly under the stairs. Bikes may be locked with a bike lock, but locks will be cut by Marian University Police Department and/or Residential and Commuter Life staff if needed. Locks will only be designated as needing to be cut if bikes are blocking the safe exit pathway or have been left unmoved for a significant period of time. Students away on a rotation are encouraged to bring their bikes into their apartment while away to avoid losing their bikes when left unmoved.

## **TERMINATION**

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

Academic dismissal: Students must officially check within 48 hours of receipt of official notification of academic dismissal. Appeals to this must be made in writing to the Office of Residential and Commuter Life promptly for consideration. Appeal decisions will be made in joint between the Office of Residential and Commuter Life and the Graduate School team.

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 with the Assistant Director of Residential and Commuter Life. Students must officially check out 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.

## **VACATING APARTMENTS**

Apartments will be thoroughly inspected by the Office Residential and Commuter Life and Campus Operations at the time of departure and charges for any damages will be assessed and charged to your student bill before the release of your deposit. Each apartment that fully flips between residents is thoroughly cleaned before a new resident moves in and consequently residents are required to leave the residence neat and clean when departing. When only one or two bedrooms inside a two- or three-bedroom apartment vacate between contracts, the University will only clean and flip the vacant space(s). This means the resident staying from one contract to the next is responsible for cleaning and maintaining the living room, kitchen, and patios themselves before their new roommate moves in.

In addition, upon move out:

1. The stove, oven, microwave, washer, dryer and garbage disposal must be clean.

2. All carpets must be vacuumed, and counter tops must be swiped clean.
3. All garbage must be removed from the building and discarded in the proper dumpsters outside.
4. Personal items must not be left in or around the apartment. Personal items, including beds, tables, furniture, etc. not removed will be discarded and the removal fees, per abandoned item, will be added to your student bill.

## **WATERBEDS**

Waterbeds are not permitted in the apartments.

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## **OTHER INFORMATION**

In the event it is necessary that the University seek legal action to enforce any of the terms or conditions of this contract, the resident(s) shall be responsible for the costs of such action, including reasonable attorney fees. This contract shall be subject to the laws of the State of Indiana.

Apartment contracts will be signed by each Marian graduate student resident. Marian graduate students are responsible for their live-in family members and/or guests and their actions.

If one resident is in jeopardy or removed from the apartment, the remaining resident(s) will be responsible for the electric bill in full. However, the remaining resident(s) will not be responsible for the former resident's housing fees. This protects the remaining resident from being unfairly penalized for their former roommate's actions.

## **QUESTIONS**

Questions or concerns regarding housing should be directed to:  
Assistant Director, Office of Residential and Commuter Life

## **SIGNATURES**

This is a binding contract and your signature binds you to its terms immediately upon signing. Know also that all signatures are jointly and separately liable for all rent and damages which accrue during the term of this contract.

Resident Name \_\_\_\_\_

Signature of Resident \_\_\_\_\_

Date Signed \_\_\_\_\_

Preferred Move In and Key Pick Up Date: \_\_\_\_\_

## **LIVE-IN, NON-MARIAN GRADUATE STUDENT RESIDENTS**

If applicable, fill out the information below for your additional occupant(s). This information will be needed to secure them a building access card (ID) and apartment key, to get them added to the Mailroom roster to receive letters and packages, and for emergencies, if applicable.

If your live-in resident is a legal dependent without their own phone number or email address, please include the phone number and/or email address of their legal guardian.

### **Live-in Resident 1**

Full Name: \_\_\_\_\_

Relation to Resident: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **Live-in Resident 2**

Full Name: \_\_\_\_\_

Relation to Resident: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_