

Indian Hills Community College

Room & Board Contract Terms & Conditions

Important: **PLEASE KEEP A COPY FOR YOUR RECORDS.**

1. Payment and Refunds

- Room & Board Contracts are binding for the academic year between Indian Hills Community College and the student.
- A room and board application will not be processed until it is completed and returned with \$200 (\$175 security deposit and \$25 non-refundable application fee).
- Students may make a full payment, have pending aid through the Financial Assistance Office, or have a completed deferred payment plan through Nelnet in WebAdvisor (this option carries a \$15 per term fee).
- Room and board fees will be pro-rated and refunded to the day of departure if the student leaves the residence hall during the first 8 class days of the term. Residents who leave the residence halls on the ninth class day and beyond will be responsible for room and board charges for the entire term.

2. Regulations of the Contract

- Persons who have a criminal record involving a felony or sex offense are not eligible for Indian Hills Community College housing. Indian Hills Community College reserves the right to accept or reject any application for room and board.
- The College reserves the right to make all final decisions concerning room assignments. Any and all room change request must follow guidelines explained in the residence life handbook. One room change per contract period at no charge; all additional room changes \$30 each.
- College housing facilities are not to be sublet. The contract is with the named party and is not assignable, saleable or transferable. Rooms are to be used for residence purposes only and may not be used for any type of commercial purpose. Exchanges, transfers and vacating of housing facilities require you to contact the housing department staff.
- The College reserves the right to have its authorized personnel enter and search housing facilities for inspection of maintenance, emergencies, or for any reason deemed necessary to ensure safety for its residents. However, the college shall be governed by the Search and Seizure Policy as outlined in the IHCC Residence Hall Handbook.
- The College is not responsible for loss or damage of goods or personal property of any kind. Private insurance is encouraged for the resident's protection.
- Each person who signs a Room and Board Contract agrees to the policies and regulations printed in this contract, those found in the College's Residence Hall Handbook (available at www.indianhills.edu/housing), and other official publications, including the Student Handbook, College Catalog and all other policies which are established by the College and/or the resident hall staff. Copies of all policies shall be made available to all residents. Changes in policies occurring during the academic year shall be made known by posting said changes in all buildings. Violation of the College policies will be handled accordingly. The College reserves the right to evict from the residence hall any person who is found to be an undesirable resident after the appropriate procedure has been followed.
- Residents are financially responsible for any damage they may cause in public and private areas of the College's residence halls. Academic records of the College may be withheld for nonpayment of obligations such as lost keys, broken or missing furniture or appliances, and other debts owed to the College.
- Multiple occupancy rooms are to be occupied at full capacity. In the case where one of the registered occupants vacates the room, the remaining resident(s) agrees to accept an assigned roommate or move into another room.
- If a resident is dismissed from any College housing facility, he/she will be responsible for paying all fines and room/board charges that are incurred. The deposit will be forfeited and the Violation of Agreement fee will be applied.

3. Food Service and Meals

- All students who contract for College housing are required to have a meal plan. The minimum plan is the Warrior Plan. If students have extenuating circumstances, the Housing Office may allow them to purchase the Hills Meal Plan. The final decision will be made by the Director of Housing.
- All hall residents shall eat their meals in designated dining areas and no provisions may be made to live in the residence hall without board. Residents may change their meal plan option within the first eight (8) class days of each term and appropriate refunds/charges will be made to their student account. No meal plan change request will be allowed on the ninth class day and beyond of each term. Any remaining meal plan balance will not be refunded or carried over at the end of each term.
- Meals are not served during Thanksgiving day, Winter break, Spring Break, Early

Summer break or Late Summer break.

4. Termination of Contract

- If the resident does not attend Indian Hills Community College and notifies housing office in writing (housing@indianhills.edu) on or before August 1, the contract is canceled and the \$175 security deposit will be returned.
- The Violation of Agreement Fee will not apply for the following reasons: marriage, death, military deployment, clinical assignment, academic internship or mid-year graduation. The Housing office will need official documentation to verify any of the above life events.
- When a resident's occupancy of housing is involuntarily terminated after the 8th day following the start date of the contract, a \$300 Violation of Agreement fee for breaking the contract will be assessed.
- Notwithstanding 4.a. above, a resident may be relieved from the obligations of this contract by buying out the contract in the amount of \$300 at any time after execution of the contract. (Room deposit will also be forfeited). The amount is not subject to proration.
- If a resident drops below full-time student status at Indian Hills Community College, the contract will be terminated.
- All residents are required to abide by the rules and regulations set forth by the Indian Hills Community College Catalog, Residence Hall Handbook, and Student Handbook. The college reserves the right to evict from the residence hall any person who is found to be an undesirable resident after the appropriate procedure has been followed. If a contract is terminated by the Director of Housing or the Dean of Student Services, the student may not reapply for College housing. This agreement is for the entire academic calendar year. If the terms of this agreement are not fulfilled, the student will forfeit his or her security deposit of \$175 and pay a Violation of Agreement fee of \$300. Subleasing is not allowed by any student.
- The Room and Board Contract may be immediately suspended and the resident required to vacate the premises when circumstances, as determined by the Director of Housing or Dean of Student Services, indicate that the resident's continued presence in the residence halls may constitute danger to property, to the resident, or to others in the College's Campus living system.
- The Room and Board Contract of a resident who is arrested for alleged criminal acts or against whom criminal charges are pending may be suspended. The resident will receive written notice from the Director of Housing or Dean of Student Services stating the reason for an interim contract suspension and the time and place for a hearing to be held within five (5) class days at which time the resident will have an opportunity to show why his or her continued presence in the residence halls does not constitute a danger, or threat of danger, to others, to the resident, or to property.
- In lieu of an interim contract suspension, a resident may be assigned to another housing apartment, to be restricted from entering specified housing areas and/or be restricted in other privileges normally allowed to residents of the College Campus living system.
- If a resident enters a guilty plea or an Alford Plea to a felony offense or to a sex offense, is placed on probation for or enters into a diversion program for a felony or a sex offense, or is convicted of a felony or sex offense, the contract will be terminated.
- A resident whose contract is terminated is prohibited from being in any of the College housing facilities, including parking lots adjacent to the residence halls.

Failure to Vacate Policy

- Each resident is responsible for his or her own personal property at all times. When a resident has not vacated assigned space as scheduled (following internal transfers as well as at the end of a contract period) and has not removed his or her own personal property, the Housing Staff will make a reasonable attempt to contact the resident. A resident who has not vacated assigned space as scheduled or at the end of a contract period will be charged \$100. If after 48 hours, a resident has not vacated the assigned space, the resident's personal property will be removed and stored for 30 calendar days at the resident's expense. After 30 calendar days, the items stored will be considered abandoned and will be donated to charity or discarded. The College will not be liable for any damage to or loss of property that might occur during the course of removal or disposal.

NOTE: Any exceptions to the terms or conditions of this contract must be approved in writing by the Indian Hills Community College Housing Office.

Indian Hills is accredited by the Higher Learning Commission. 30 North LaSalle St., Ste 2400; Chicago, Illinois 60602-2504; 312/263-0456; 800/621-7440; FAX: 312/263-7462; Internet: www.ncahigherlearningcommission.org

Non-Discrimination Policy: It is the policy of Indian Hills Community College not to discriminate on the basis of race, color, national origin, sex, disability, age (employment), sexual orientation, gender identity, creed, religion, and actual or potential parental, family, or marital status in its programs, activities, or employment practices as required by the Iowa Code §§216.6 and 216.9, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C. §§ 1681 – 1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and Title II of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.). If you have questions or complaints related to compliance with this policy, please contact Kristen Parks, Director of Human Resources/Equity Coordinator, 525 Grandview Ave, Ottumwa, IA 52501, 683-5108; Chris Bowser, Executive Dean, Student Services (students), 683-5159; Darlas Shockley, Executive Dean, Arts & Sciences (students with disabilities), 683-5174; U.S. Department of Education, Citigroup Center, 500 W. Madison, Suite 1475, Chicago, IL 60661, phone number 312/730-1560, fax 312/730-1576.

Disabilities: Individuals with disabilities who require accommodations or special services should contact the IHCC SUCCESS Center for assistance. Services are available to students who may need classroom accommodations, interpreters, and/or specialized equipment. All student requests are dealt with in a confidential manner. Students should contact the Ottumwa SUCCESS Center at (800) 726-2585, ext. 5238. Centerville students should contact the Centerville SUCCESS Center at (800) 670-3641, ext. 2232. All students may contact the Department Chair of Academic Services at (800) 726-2585, ext. 5181.