



**BALL STATE
UNIVERSITY**

Housing and
Residence Life
University Apartments

UNIVERSITY APARTMENT LEASE AY 2025-2026

The terms and conditions in this document constitute the 2025-2026 Academic Year University Apartments Lease (“Agreement”) and apply to an Occupant (as defined below) living in the Ball State University Apartments. This Agreement must be agreed to by the Occupant before the Occupant is allowed to live in the University Apartments and upon entering into any lease renewals.

The Occupant acknowledges that they have read, understand, and agree to the following:

1. DEFINITIONS:

- a. *Agreement* shall refer to the terms and conditions in this document.
- b. *University* shall refer to Ball State University and those authorized to act on its behalf.
- c. *Occupant* shall refer to a Student, Faculty, Professional Employee, or Affiliated Program Participant of the University that meets eligibility requirements under Section 2 (Eligibility for University Apartments) and agrees to this Agreement.
- d. *Student* shall mean a student currently enrolled at the University.
- e. *Faculty* or *Professional Employee* shall refer to any employee of the University whose position at the University is classified as a faculty or professional personnel position.
- f. *Affiliated Program Participant* shall refer to any person participating in a University-affiliated program that may require residence in the University Apartments.
- g. *Family Members* shall refer to a spouse, dependent children of the Occupant, children that are in foster care and placed with Occupant or whom the Occupant has legal guardianship over, and may, upon University approval, include other individuals with an established financial interdependence with Occupant.

2. ELIGIBILITY FOR UNIVERSITY APARTMENTS:

- a. To be eligible to enter into this Agreement and reside in University Apartments, the Occupant must meet one of the following criteria:
 - i. An undergraduate Student enrolled in at least six (6) credit hours per term.
 - ii. A graduate Student enrolled in at least three (3) credit hours per term.
 - iii. A Faculty or Professional Employee must be actively employed by the University.

- iv. Eligibility for Affiliated Program Participants is restricted to contractual agreements between the University and a third-party that includes University housing for certain program participants.
 - v. Eligibility is otherwise approved by the University.
- b. The University requires, and Occupants must be able to provide, proof of eligibility at the time the Agreement is entered into and at any other time requested by the University.
 - c. Priority for living in University Apartments is given to current students of the University in good standing.
 - d. Any variance of eligibility requirements must be approved in writing by the Director of Housing and Residence Life or designee. Any variance granted in a particular situation does not require the University to grant the same or a similar variance to the Occupant at any point in the future or to any other Occupant or person seeking to become an Occupant.
 - e. An outstanding balance, including any past due fees or rental payments, under this Agreement will cause an Occupant to be immediately ineligible for renewal of this Agreement or to enter into a new University Apartment lease. If an Occupant has entered into a renewal of this Agreement for a subsequent term, but then becomes past due on any payments owed during the current term, the University may cancel the renewal on or before the first day it takes effect due to the Occupant's ineligibility.
3. **TERM OF AGREEMENT:** This Agreement is for the full academic year as set out by the University and cannot be terminated or canceled except under the conditions stated in Section 6 (Termination of Agreement) below. If entered into after the beginning of the academic year, this Agreement applies only to the remainder of the academic year. An academic year does not include the summer as indicated in the University's academic calendar.
4. **RENTAL CHARGES AND SECURITY DEPOSIT:**
- a. All rent shall be payable in advance of the Bursar due date shown on the monthly statement of account, including the month the Occupant moves out. Partial months shall be calculated at a prorated daily rate for rent when moving in and for reimbursement when moving out. Rent for the next full month is also due when moving in if after the due date for the next month's rent.
 - i. If multiple Occupants are living in a single unit, each is required to enter into this Agreement. Should an Occupant move out prior to the end of the lease term, any remaining Occupant(s) will be responsible for the entire rental charge of the unit beginning with the following semester after a roommate's vacate date.
 - b. The Occupant will be charged a security deposit of \$300. This security deposit may be refunded or forfeited as described in Section 6.e below.
5. **INDEBTEDNESS:**
- a. Failure to satisfy the financial obligations accrued under this Agreement may result, at the sole option of the University, the following:

- i. Change in housing assignment;
 - ii. Denial of an opportunity to enter into future lease agreements;
 - iii. Termination of eligibility to live in University Apartments, ejection, or eviction;
 - iv. Utilization of the Occupant's security deposit or unused pre-paid rental payments to help cover such financial obligations, if Occupant has already vacated the apartment; and/or
 - v. Other appropriate action as allowed by University policy.
- b. Failure to pay any amount due under this Agreement shall entitle the University, at its option, to declare the entire balance of the obligation under this Agreement to be immediately due and payable. There is no credit given for services withheld due to late or non-payment of fees. If there is a failure to perform any obligations under this Agreement, the Occupant is responsible for the University's costs of collection and litigation including, but not limited to, reasonable attorneys' fees and court costs.

6. **TERMINATION OF THIS AGREEMENT:**

- a. **Automatic Expiration.** This Agreement automatically terminates at the end of the term as described in Section 3 (Term of Agreement) above. The University has no obligation to offer an Occupant a renewal of this Agreement at the end of the term and may choose not to do so for any reason or no reason.
- b. **Mandatory Termination.** If the Occupant loses eligibility to reside in University Apartments, this Agreement shall terminate as of the date of loss of eligibility without further action on the part of either party. The Occupant will be notified in writing of the loss of eligibility.
- c. **Termination by the University.** The University may terminate this Agreement:
 - i. in the event of an exigency making continued operation of the University Apartments infeasible, including but not limited to, a Force Majeure event as described in Section 10 of this Agreement;
 - ii. if the Occupant or a Family Member has engaged in disorderly conduct, violated the law, violated a rule or regulation of the University and the University has determined that this violation will result in removal from University Apartments;
 - iii. if the Occupant or a Family Member fails to comply with any portion of this Agreement, including but not limited to timely payment of rent and any required disclosure to the University, the University may terminate this Agreement with reasonable notice of no less than 24 hours; or
 - iv. if the University determines that the Occupant or Family Member is a danger to others, including other Occupants or their Family Members, or committing waste to the property, the University may terminate this Agreement immediately or with

reasonable notice under the circumstances.

d. **Termination by the Occupant.** The Occupant may terminate this Agreement by submitting a notice of cancellation to the University. The notice of cancellation must be submitted to the University's Office of Housing and Residence Life in writing, either handwritten or via email at housing@bsu.edu.

e. **Effect of Termination.**

i. **Cancellation Damages.** If this Agreement is terminated by the Occupant, or due to Occupant's loss of eligibility under this Agreement, prior to the end of the term, the Occupant must pay as liquidated damages \$1000 or the remainder of the rent due, whichever is less.

ii. **Check-Out Procedures & Vacating the Apartment**

A. The Occupant must notify housing personnel of a decision to move out of the apartment and complete a formal check-out.

B. Regardless of the reason for termination, an Occupant is expected to vacate their apartment within ten (10) calendar days of termination of this Agreement or at the end date of the term as described in Section 3 (Term of Agreement) above. The University may charge applicable rent and a fee of \$25 per day until the apartment has been vacated as required. The University may also pursue other legal recourse.

C. The Occupant must remove all of their personal property from the apartment area on or before ten (10) calendar days after the termination of this Agreement. If the Occupant leaves personal property under circumstances which reasonably show abandonment, the University may remove said property and store it so that it is available to the Occupant for fourteen (14) calendar days from the date the Occupant is notified. After this 14-day time period has passed, the Occupant agrees that the property is abandoned and the University may dispose of the property, donate the property, and/or may charge a daily storage charge.

D. If an Occupant vacates their apartment prior to termination of this Agreement, the University will treat the situation as a termination of this Agreement by the Occupant.

iii. **Conditions for Refund of Security Deposit.** An Occupant will have their security deposit credited to their University account, applied first to outstanding charges on that account, upon termination of this Agreement provided (a) the apartment and any University furnishings have been left in satisfactory clean and undamaged condition, as determined by the University, (b) the Occupant meets the requirements for vacating the apartment as described in the prior subsection; and (c) one of the following criteria has been met:

A. The Occupant has completed the term of this Agreement as described in Section 3 (Term of Agreement);

B. The Occupant is a student and:

- 1) Becomes academically disqualified from the University;
- 2) Completely withdraws from the University (prorated rent charges will be applied through the check-out date); or
- 3) Transfers from the University Apartments to a University residence hall;

C. The Occupant is an employee and is separated from employment with the University; or

D. The Occupant is leaving the University Apartments under other circumstances with prior written approval of the Director of Housing and Residence Life or designee.

iv. **Forfeiture of Security Deposit.**

A. An Occupant will forfeit their security deposit under the following circumstances:

- 1) Failure to meet any of the conditions for refund as described in the prior subsection; or
- 2) If the Occupant loses eligibility for residing in University Apartments due to the Occupant's or a Family Member's conduct.

B. In a situation where the security deposit has been forfeited, the Occupant will be assessed damage and cleaning charges as necessary, excepting ordinary wear and tear.

7. UNIVERSITY RIGHTS & REPRESENTATIONS:

- a. The University makes no promises or representations with respect to the University Apartments other than those specifically mentioned in this Agreement.
- b. The University will make reasonable efforts to obtain utility services. The University shall not be held liable for any temporary utility failure, nor shall such utility failure be construed as a violation of this Agreement. The University shall furnish for all sewage disposal assessments, electricity, water, natural gas, and Internet.
- c. The University will provide service for upkeep of the grounds, pick-up from the trash collection stations, and janitorial services for the laundry units.
- d. Authorized personnel of the University are permitted to enter the premises in a reasonable manner, with notice to the Occupant, usually at least 24 hours, during normal work hours for maintenance, repair, or inspections, and to enter without notice when an emergency or necessity presents a potential danger to persons or property. The University also

reserves the right to perform health and safety inspections on the apartments on an as-needed basis. Authorized personnel of the University will make reasonable repairs as necessary to the apartments and property upon request of the Occupant, or for preventive maintenance procedures and inspections. The cost of all repairs caused by the neglect or willful act of the Occupant, any Family Members, or persons permitted to enter the premises by the Occupant or Family Members, shall be charged to the Occupant.

- e. If the type, size, or layout of the apartment offered is unavailable on the date selected due to circumstances beyond the University's control, the University reserves the right to reassign the Occupant to another apartment at the same rental rate, or a lower rate if the apartment assigned would otherwise be offered at a lower rate.
 - i. The University also reserves the right to reassign Occupant to an alternate unit with 30 days' notice if the University elects to reassign a special needs space to an Occupant with special needs or closes part of the apartment complex.
- f. A transfer period allowing an Occupant to move to a different apartment may be offered to a current Occupant renewing their lease. A transfer fee of \$200 will be assessed for any approved transfer. A transfer to a different apartment will typically only be approved at the end of a lease term. A transfer request may also be denied for other reasons at the discretion of the University, including if there are repeated incidents of failure to pass health and safety inspections or significant damage in the current apartment.
- g. The University is not responsible for the assignment of roommates or disputes between roommates, and Occupants agree that the University is not liable for any damages, harm or injury arising from such disputes.
- h. The 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 Occupants and any Family Members. Changes to rules and regulations shall be implemented after reasonable notice is provided to residents via email through their housing portal, or as otherwise required by law.
- i. Lead Warning Statement - Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, the University must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Occupants must also receive a federally approved pamphlet on lead poisoning prevention. This information is/will be provided during the application process for the apartments.

8. ADDITIONAL OCCUPANT OBLIGATIONS:

- a. The Occupant is responsible for reviewing and complying with all information stated in the [University Apartments Resident Handbook](#), which is incorporated into this Agreement by reference, and which can be accessed online via the University Apartments website under current resident resources at: www.bsu.edu/apartments. The University reserves the right to modify the University Apartments Resident Handbook at any time. If material changes to the handbook are made, notice will be provided to the Occupant via

email through their housing portal, or as otherwise required by law. The Occupant, any Family Members, and guests are subject to and expected to abide by the handbook and any modifications thereto.

- b. The Occupant is required to obtain a rental insurance policy that includes a minimum of \$100,000 in personal liability coverage and produce a valid certificate of insurance covering the term of their residency in the apartment. The certificate must be submitted within 30 days of occupancy via the housing portal. It is recommended that the Occupant obtain rental insurance with personal property coverage, but the University will not provide such a policy for the Occupant. The University does not carry insurance on any personal belongings for the Occupant or any Family Members, and the University shall not be responsible for loss, damage, or injury to the Occupant, any Family Members, or their belongings.
- c. Occupant may have pets in University Apartments upon University approval and payment of a \$300 pet fee per pet. Additionally, \$25 will be added as a monthly charge for each pet kept in the apartment. The Occupant is responsible for any damage caused by pets in the apartment, and may be charged by the University for cleaning and repairs caused by the pet. The pet deposit may be used towards such charges. The pet deposit will be refunded if no such charges are made to the Occupant's account after vacating the premises upon termination of this Agreement. The monthly pet fee is nonrefundable. Any pets kept by an Occupant in the apartment must be crated or not be present in the apartment when third parties, such as maintenance workers and inspectors, enter the apartment for repairs or other authorized entry.
- d. The Occupant is responsible for snow removal from the front door of their apartment unit to the main sidewalk and to pick-up any pet waste.
- e. If an additional Occupant will be living in the apartment, the new Occupant must agree to a separate lease agreement, or there must be a signed amendment to this Agreement listing the new Occupant, before the new Occupant may move into the apartment.
- f. Prior to signing this Agreement, an individual must disclose to the Director of Housing and Residence Life or designee in writing of any conduct charges from a prior institution of higher education that resulted in the individual no longer being allowed to live in that institution's student housing and/or termination of the housing contract/lease at that institution. Upon receiving such notice, the University may request the individual to sign a FERPA release that would allow the University to gather more information from the prior institution or the individual may be required to provide additional information for review. Failure to disclose this information, providing falsified information during the contract process, or failure to grant a FERPA release may result in this Agreement being terminated. In addition, the University reserves the right to not allow an individual to live in the University Apartments if the circumstances at the prior institution indicate that the individual may endanger the health and safety of the residential community or jeopardize the residential facilities or property, its members and/or visitors.
- g. Any individual convicted of, or who has charges pending on, acts seriously endangering the life, safety or welfare of other persons including, but not limited to any crime of violence, prostitution, sale or possession of narcotics or other illegal drugs, rape, sexual molestation or criminal deviate conduct must provide a written summary of the

conviction or pending charges to the Director of Housing and Residence Life or designee prior to signing this Agreement. Any individual required to register in any State or other jurisdiction as a sex offender must disclose such requirement to register as well as provide a written summary of the incident(s) resulting in the requirement to register to the Director of Housing and Residence Life or designee prior to signing this document. Both of the disclosure requirements described in this subsection remain in effect throughout the term of this Agreement, and individuals are required to promptly disclose any such convictions or registry requirements that occur subsequent to the execution of this Agreement. The University reserves the right to deny housing to individuals deemed to be a danger to others, including if the individual is an offender against children and the housing would place the individual in violation of Indiana Code 35-42-4-11. The University reserves the right to terminate the lease of any individual who fails to disclose or falsifies any required information pursuant to this Agreement.

9. **ASSUMPTION OF RISK:** The Occupant understands and agrees that by residing in the University Apartments, the Occupant and any Family Members are assuming the risks associated with living in close proximity to others and, as in any shared living environment, those risks include, but are not limited to, misconduct by other residents and potential exposure to contagious viruses. The Occupant agrees to release and fully discharge the Trustees of Ball State University, its agents, and employees from any and all damages, liability, claims, expenses (including attorney's fees), or losses related in any way to the Occupant's and any Family Members' use of space within the University Apartments, including those related to the misconduct of other residents and potential or actual exposure to contagious viruses, and to indemnify and hold harmless the University, its agents, and employees from any claims related in any way to the student's breach to the terms and conditions of this Agreement, or any breach by any third party, including, but not limited to other residents, of an applicable apartment lease.
10. **FORCE MAJEURE:** The University, in the event of unforeseeable circumstances beyond the control of the University, including but not limited to fire, flood, earthquake, inclement weather, natural disasters, acts of God, attempted or acts of terrorism, interrupted utility service, war, declarations of war, local, state, or federal declarations of emergency, pandemic, epidemic, or infectious disease, may take appropriate action to address the situation. If the University Apartments, or any unit thereof, are closed due to such unforeseen circumstances, the University will determine appropriate actions, including but not limited to refunds, cancellation of leases, waiving cancellation fees, or in some cases, reassignment to other housing if available. Such decision rests solely in the discretion of the University. In such unforeseen circumstances, the University will be held harmless for any change or termination of this Agreement arising from the unforeseen circumstances.
11. **ABANDONMENT:** The University may determine, in its sole discretion, that an Occupant has abandoned their apartment if: (1) Occupant appears to have moved out; (2) the lease term has expired; or (3) Occupant has not been in the apartment for five (5) consecutive days while any amount owed under this Agreement is due and unpaid. If the University reasonably determines that the room has been abandoned, the University may, at its discretion, put Occupant's personal property into storage, at Occupant's expense. If Occupant has not retrieved their personal belongings within 14 calendar days after the room is determined abandoned by the University, the University may consider the personal property abandoned and dispose of part or all of the abandoned personal property or donate the abandoned personal property. Occupants are encouraged to contact the University as soon as possible if

they move out and wish to retrieve any personal belongings.

12. **EXCEPTIONS:** Exceptions to any part of this Agreement must be approved by the Director of Housing and Residence Life or designee in writing.
13. **NO WAIVER:** The delay or failure of the University to enforce any term of this Agreement shall not be considered a waiver of the University's right to enforce such at a later date.
14. **NO ASSIGNMENT/SUBLETTING:** This Agreement is personal and may not be assigned by the Occupant to any other person. The Occupant may not sublet any part of the premises and no other person may occupy any portion of the premises except as otherwise provided in this Agreement.
15. **SEVERABILITY:** Should any term of this Agreement be found invalid or unenforceable, then to the extent that such term is invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Agreement.
16. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana. Any and all actions brought in connection with or arising out of this Agreement shall be brought only in a court of competent jurisdiction in Delaware County, Indiana, or in the United States District Court for the Southern District of Indiana.
17. **ENTIRE AGREEMENT:** This Agreement constitutes the complete agreement of the parties as it relates to the Occupant residing in the University Apartments, and no changes may be made without the prior written permission of the Director of Housing and Residence Life.