



**BALL STATE
UNIVERSITY**

Housing and
Residence Life
University Apartments

**CONDITIONS OF OCCUPANCY - UNIVERSITY APARTMENTS
AY 2024 - 2025**

The following CONDITIONS OF OCCUPANCY of the Ball State University Apartments are a part of this agreement, which is agreed to by each person desiring use of an apartment. Exceptions to any part of these CONDITIONS OF OCCUPANCY must be approved by the Associate Vice President and Director of Housing and Residence Life or designee in writing.

A. DEFINITIONS:

1. UNIVERSITY shall refer to Ball State University and those authorized to act on its behalf.
2. OCCUPANT shall refer to a STUDENT, FACULTY, or PROFESSIONAL
3. EMPLOYEE of the UNIVERSITY that agrees to these CONDITIONS OF OCCUPANCY.
4. CONDITIONS OF OCCUPANCY shall refer to the provisions and conditions of this agreement.
5. STUDENT shall mean any undergraduate student enrolled for at least 6 credit hours per term or any graduate student enrolled for at least 3 credit hours per term. Any variance to this must be approved by the Associate Vice President of Student Affairs and Director of Housing and Residence Life or designee in writing.
6. 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.
7. FAMILY shall refer to spouse and dependent children of the OCCUPANT and may include individuals with an established financial interdependence.

B. ELIGIBILITY FOR APARTMENT HOUSING:

Occupancy is limited to STUDENTS, FACULTY, and PROFESSIONAL EMPLOYEES of the UNIVERSITY who meet the eligibility requirements for residency. For STUDENTS, eligibility requires being enrolled for at least 6 credit hours per term (undergraduate) or at least 3 credit hours per term (graduate). For FACULTY and PROFESSIONAL EMPLOYEES, eligibility requires continued employment with the UNIVERSITY. Proof of eligibility will be required.

C. RENTAL AND SECURITY CHARGES, REFUND, PENALTIES:

1. 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. A \$25.00 penalty will be billed to the OCCUPANT if the full month's rent is not received by the first day of the month.
2. Any remaining OCCUPANT will be billed the Total Rent Charge effective 14 days after a roommate's vacate date.

D. UNIVERSITY REPRESENTATIONS AND WAIVERS:

1. The UNIVERSITY makes no promises or representations with respect to the dwellings and facilities other than those specifically mentioned in this agreement. The failure of the UNIVERSITY to enforce any of these conditions shall not be considered as a waiver of the University's right to enforce said conditions at a later date.

2. The UNIVERSITY will make reasonable efforts to obtain utility services. The UNIVERSITY shall not be held responsible for any temporary utility failure, nor shall such utility failure be construed as a violation of this agreement. The UNIVERSITY shall furnish and pay for all sewage disposal assessments, electricity, water, natural gas for apartment heating and cooking and Internet.
3. Authorized personnel of the UNIVERSITY are permitted to enter the premises in a reasonable manner, with notice to the OCCUPANT, 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 UNIVERSITY 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, FAMILY, or persons permitted to enter the premises by the OCCUPANT or FAMILY, shall be charged to the OCCUPANT.
4. The UNIVERSITY will provide service for upkeep of the grounds, pick-up from the trash collection stations, and janitorial services for the laundry units.
5. The OCCUPANT or FAMILY is required to obtain a rental insurance policy and produce a valid certificate insuring for the term of their residency. The UNIVERSITY does not carry insurance on any personal belongings for the OCCUPANT or FAMILY, and the UNIVERSITY shall not be responsible for loss, damage, or injury to the OCCUPANT, FAMILY, or their belongings.
6. If the type of apartment specified in this agreement 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.
7. A transfer period may be offered to returning residents. A transfer fee of \$200 will be assessed.
8. The UNIVERSITY is not responsible for disputes between or assigning of roommates.
9. 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 FAMILIES. Such rules and regulations shall take effect when communicated to the OCCUPANTS.
10. 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 was provided during the application process for the apartments.
11. The UNIVERSITY 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.

E. OCCUPANT'S RESPONSIBILITIES:

1. OCCUPANTS are responsible for reviewing and complying with all information stated in the [University Apartment Resident Handbook](#), which is incorporated into this agreement by reference, 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 Apartment Resident Handbook at any time. If material changes to the handbook are made, they will be communicated to OCCUPANTS. OCCUPANTS are subject to and expected to abide by the handbook and any modifications thereto.

**F. TERMINATION OF THIS AGREEMENT:
*CONDITIONS FOR REFUND OF DEPOSIT***

1. This agreement terminates at the end of the lease period or when OCCUPANT loses eligibility. An OCCUPANT who has not signed and returned an agreement for a succeeding lease period will be expected to vacate the apartment at the end of the current lease period. Failure to do so may result in legal action. An OCCUPANT fulfilling the current lease period and vacating at the end of the lease does not need to file a Notice of Intent to Vacate.
2. The deposit paid by the OCCUPANT shall be credited to the OCCUPANT'S Bursar account upon termination of this contract provided that:
 - (a) **the OCCUPANT completes the terms of this agreement (refer to the "Lease Period" on the contract form), and**
 - (b) **the apartment and equipment have been left in a satisfactory clean and undamaged condition.**
3. If an OCCUPANT withdraws from the UNIVERSITY on recommendation of the UNIVERSITY'S Student Health Center, is academically disqualified (and vacates the apartment within 10 days of the disqualification date) or leaves as a result of other circumstances with prior written approval of the Associate Vice President and Director of Housing and Residence Life or designee, the UNIVERSITY will refund the deposit.
4. An OCCUPANT who transfers to a University residence hall will not forfeit the deposit.

CONDITIONS FOR FORFEITURE OF DEPOSIT

5. The deposit will be forfeited if an OCCUPANT vacates the apartment prior to the expiration of the term of this agreement, except under the conditions stated in Section F.2 and F.3 above.
6. An OCCUPANT who becomes ineligible for apartment housing under Section B must vacate the apartment within 10 calendar days of becoming ineligible and may not finish the lease period, forfeiting the deposit. The OCCUPANT will be responsible for rent through the end of the semester and additional arrears will be assessed.
7. Where a deposit is forfeited, damage and cleaning charges will be assessed as necessary, excepting ordinary wear and tear.
8. An OCCUPANT who vacates an apartment without filing a Notice of Intent to Vacate form will, in addition to the forfeiture of the deposit, will continue to be responsible for rent until the end of the semester.

OTHER INFORMATION

9. If this agreement is cancelled less than 30 calendar days before the start of the lease period, OCCUPANT will be held responsible for rent charges for the duration of one full academic semester and will forfeit the deposit. If the agreement is cancelled more than 30 calendar days prior to the start of the lease period, OCCUPANT will not be held responsible for rent but will forfeit the deposit.
10. If the OCCUPANT is indebted to the UNIVERSITY, the deposit, and any unused rental payments, if refunded, may be applied to those charges.
11. The OCCUPANT must remove all of their personal property from the apartment area on the specified vacate date. 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 14 calendar days from the date the OCCUPANT is notified. After the 14 calendar days, the UNIVERSITY may dispose of the property, donate the property, and/or may charge a daily storage charge.
12. If the OCCUPANT fails to vacate the apartment at the end of the lease period or upon the date indicated in the Notice of Intent to Vacate, the UNIVERSITY may charge applicable apartment rent and a fee of \$25 per day until the move-out date, and the OCCUPANT will forfeit the deposit.
13. The UNIVERSITY may give an OCCUPANT 10 calendar days' notice to vacate or may choose not to offer a renewal of this agreement for an additional lease period:
 - (a) **if the OCCUPANT enters false information on the Rental Application.**

- (b) if the OCCUPANT fails to pay rent or other charges when due;**
 - (c) if the OCCUPANT has a pattern of history of delinquent rent payment;**
 - (d) if the OCCUPANT or FAMILY violates the law, engages in disorderly conduct, violates UNIVERSITY policy;
or violates any of the CONDITIONS OF OCCUPANCY or policies in the handbook;**
 - (e) if the OCCUPANT ceases to be eligible for an apartment under Section B above, including if the OCCUPANT is suspended from the UNIVERSITY;**
 - (f) If the OCCUPANT or FAMILY MEMBER(S) of OCCUPANT endangers other OCCUPANTS or FAMILY MEMBERS;**
 - (g) if the UNIVERSITY deems any part of building as uninhabitable or closes all or part of the apartment area. Alternative apartments will be provided if space is available.**
14. In the event the OCCUPANT fails to perform any of his/her obligations under this agreement, the OCCUPANT agrees to pay the UNIVERSITY's cost of collection, including, but not limited to, reasonable attorneys' fee and court costs.