

CAMPUS HOUSE AND APARTMENT CONTRACT: TERMS AND CONDITIONS OF OCCUPANCY

**CAMPUS HOUSE AND APARTMENT POLICY**

Campus house and apartment residents must meet the following requirements: be 21 years of age prior to August 31; be full-time Marian University students or a dependent(s) of a Marian University student living in the same unit; have a minimum 2.5 cumulative grade point average; not be on conduct probation; 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.

**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 house or apartment unit only provided the door is closed and there are no more than ten (10) persons in the house or apartment unit at one time. Students or guests who are under 21 years of age may not be present in such situations.

Containers such as kegs or any other communal containers of alcohol are strictly prohibited.

**OCCUPANCY**

All house and apartment residents must have a completed housing application, which serves as the contract, on file in Residential and Commuter Life. Non-Marian affiliated persons, except those who are a spouse or legal dependent of a full-time Marian University student, will not be allowed to lease a house or apartment. Spouses and dependents must reside with the full-time student.

**CAR WASHING**

Car washing within the apartment complex or house driveways is prohibited.

**DISTURBANCES**

House and apartment residents must respect and be considerate of neighbors. House and apartment residents live very close to each other, 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.

**FIRE HAZARDS**

House and 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 houses and 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) should not be stored in the houses or 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.

Periodic inspections of all houses and apartments may be made to check on fire hazards. If hazards (including candles) are found to exist in your house or apartment, they must be eliminated immediately. In case of emergency, call Campus Police at 317.955.6789.

## **FURNISHINGS**

All houses and apartments will be furnished with a refrigerator, oven/stove, washer and dryer. All apartments and some houses will also have ceiling fan(s), dishwasher, garbage disposal, and built-in microwave. Personal furniture items such as couches, beds or tables are not provided. 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 are the only acceptable wall hangers to be used in the apartment and houses. All furnishes provided by residents must be removed at the termination of the contract. Items left behind will be donated or disposed of at the expense of the residents.

## **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. House residents should ensure their trash is on the curb on the designated day each week and returned to its normal location within 24 hours of pickup. Trash pick-up for the neighborhood occurs on Fridays.

## **GRILLING**

Grilling from balconies or patios of houses or 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 or house on either the lawn, driveway, or the parking lot. Residents should promptly return their grill to storage as soon as safely possible.

## **GUESTS**

Residents are welcome to invite guests and visitors to their residence; however, they may not reside in the house or apartment for more than five nights in succession without permission from 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).

## **HOUSEKEEPING AND SAFETY CHECK**

Duly authorized university officials and maintenance personnel may enter a resident's house or apartment for the purpose of maintenance and to insure 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.

## **KEYS**

A charge of \$75.00 will be assessed to residents for the loss of each key issued to them. In the event that a door must be re-cored, a \$100.00 charge will be assessed. Residents may not provide guests with their house or apartment key or a copy of said key. In the event that a resident locks themselves out of their house or apartment, Campus Safety and Security or the Residential Life duty number should be contacted.

## **LEASE AGREEMENTS**

House and apartment leases are for the academic year and generally begin in early-mid August and end early-mid May. 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 lease period. Deposits will not be refunded in the case of withdrawal, non-academic dismissal, suspension, or academic ineligibility. 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 lease period, and forfeits the deposit. Full power is reserved to the university through the designated official to make or change space assignments.

A resident who vacates a house or apartment without notifying Residential and Commuter Life will, in addition to the forfeiture of the deposit, continue to be responsible for rent until the resident notifies Residential and Commuter Life. Terms of the contract will be strictly adhered to by the university. See **Notice of Intent to Vacate**.

## **PARKING**

Parking for apartment residents is located on the east side of the complex and the parking lot closest to the unit. 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.

Parking for the houses is provided in the appropriate driveway or street area immediately in front of the house. No one should park on the grass at any time. Street parking should follow the flow of traffic in accordance with city regulations. House residents should do their best to all park in the driveway to keep the streets clear of cars.

## **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 in the Residential and Commuter Life Office.

## **PETS**

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

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

The University may give an 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 a house or 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.

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

Painting, wallpapering, redecorating, or new construction is not permitted, unless written authorization is obtained from 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 Aramark work order system. If an emergency occurs, call Campus Safety and Police at 317.955.6789 or contact the Residential Life duty number. Authorized personnel of the university shall make repairs required to university premises, fixtures, or property upon request of an 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).

## **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 houses and apartments, and for the comfort, safety, and convenience of residents. Such policies shall take effect when communicated to the residents. All policies outlined in the *Marian University Code of Student Rights and Responsibilities* and the *Residential and Commuter Life Policies* apply to the houses and apartments.

## **SOLICITING**

Soliciting in the residence halls, houses, and apartments is strictly prohibited by the university.

## **STORAGE FACILITIES**

The only available storage facility for apartment residents is the storage shed located on the patio or balcony area of your apartment. House residents do not have additional storage available to them. Garages are not considered part of your contract and are off limits. House residents found to be using garages will be subject to sanctions.

## **VACATING HOUSES AND APARTMENTS**

Houses and apartments will be thoroughly inspected by Residential and Commuter Life and Campus Operations at the time of departure and charges for any damages will be assessed and deducted from the house deposit. Any remaining balance from damage charges will be charged to the resident(s). Each house and apartment is thoroughly cleaned before a resident moves in and consequently residents are required to leave the residence neat and clean when departing. In addition:

1. The stove, oven, microwave, washer, dryer and garbage disposal must be clean.
2. All carpets must be vacuumed and counter tops must be clean.
3. All garbage must be removed and discarded in the proper trash bins.
4. Personal items must not be left in or around the house or apartment. Personal items, including beds, tables, furniture, etc. not removed will be discarded and a removal fee will be assessed against the housing deposit or account.

## **WATERBEDS**

Waterbeds are not permitted in the houses or apartments.

## **OTHER INFORMATION**

In the event it is necessary that the university must 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.

House and apartment contracts will be signed by each resident. If one resident is in jeopardy or removed from the house or apartment, the remaining resident(s) will have the following options:

1. Add roommates to the lease as approved by Residential and Commuter Life.
2. Break the house and apartment housing contract and seek on-campus housing accommodations in the residence halls.

## **QUESTIONS**

Questions or concerns regarding housing should be directed to:  
Residential and Commuter Life  
3200 Cold Spring Road  
Clare Hall, Room 141/142  
Indianapolis, IN 46222  
317.955.6318