# Purdue University 2023-2024 Student Housing Contract

## **Purpose**

This contract specifies the terms and conditions for all student housing assignments at Purdue University, West Lafayette (hereinafter "University" or "University Residences") for the 2023-2024 academic year. Resident must execute this housing contract via electronic signature through the University Residences Housing Portal. If Resident is under the age of eighteen (18), Resident's parent or guardian must also execute the contract. This housing contract is legally binding and effective when fully executed by Resident (and Resident's parent or legal guardian, if required). This contract constitutes Resident's agreement to reside in University Residences during the fall and spring semesters of the 2023-2024 academic year. This contract may only be canceled or terminated as stated below. In addition to the terms set forth herein, Residents are expected to be familiar and comply with all University Residences Guidelines and Policies, available online at <a href="https://www.housing.purdue.edu/campus-living/resources/guidelines-policies/ur-guidelines.html">https://www.housing.purdue.edu/campus-living/resources/guidelines-policies/ur-guidelines.html</a> and incorporated herein.

## **Eligibility**

Resident must be affiliated with the University as an enrolled student at Purdue University's West Lafayette campus to be eligible to live in University Residences. The execution and performance of the provisions of this contract by the University are conditioned upon Resident's fulfilling and maintaining the admission requirements, registration requirements, and financial requirements of Purdue University and University Residences. Resident must be at least sixteen (16) years of age on the start date of the contract.

Resident does not become ineligible for student housing, nor is the housing contract otherwise void or terminated, if during the term of the contract Resident switches from full-time to part-time enrollment or enrolls in online courses. University Residences, at its sole discretion, may allow a part-time student to reside in student housing.

A registered sex offender is ineligible for University Residences housing. If Resident executes a housing contract but fails to disclose that they are a registered sex offender or is required by the law of any state to register as a sex offender, Resident's housing contract will be immediately terminated. Resident will be required to vacate their housing assignment within twenty-four (24) hours. Resident will not be eligible for a refund or credit of any housing fees.

Resident is prohibited from residing in student housing if suspended, expelled, or otherwise removed from the University for disciplinary reasons. Resident will be required to vacate Resident's room or apartment within twenty-four (24) hours of notification of the disciplinary sanction, unless the Assistant Vice Provost for Student Life and/or the Dean of Students, or designee, mandates otherwise.

The University reserves the right, in its sole discretion and judgment, to determine that past behavior, including but not limited to criminal activity is such that the interests of the University, University Students and employees and the University Residences' community, would best be served by the termination of a contract. If the University becomes aware that a student has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the University Residences' community environment, the University may not accept or may cancel Resident's contract.

A Resident who becomes ineligible for student housing for any of the above reasons is subject to the Voluntary Cancellation Fee set forth in the Cancellation section.

#### **Contract Term**

Subject to the terms of this contract, the University agrees to provide housing for the 2023-2024 academic year, beginning August 19, 2023, and ending the last day on which final examinations are held for the academic year.

Students assigned to Aspire, will be responsible for a 12-month contract. Housing begins August 18, 2023, and ends on July 31, 2024, the following summer.

#### **Breaks and Holiday Closures**

This housing contract does not provide for student housing during the Winter Break, any other stated University vacation, or in the event, an emergency is declared by the University. Unless otherwise notified, Resident is not required to remove their personal belongings but will not have access to their assigned space during such breaks. The ability to stay over any break is subject to availability.

## **Winter Break**

Residents assigned to traditional residence halls who wish to stay may remain in their room for an additional charge. Residents assigned to University Residence Boiler Apartments, a current list of which is available at <a href="https://documents.org/legs/2006/80/46/">Apartments | Purdue University Residences</a>, & Hilltop who wish to stay may remain in their room for no additional charge. Pre-registration is required for all residents who choose to stay during Winter Break.

## **Housing Fees**

Resident agrees to make payment of the assessed rates to the University for the assigned room/apartment and selected meal plan, if applicable, for the term of this Contract according to the University's payment plan administered by the Bursar's Office. Bills will be issued on schedule determined by the Bursar's Office and will be payable ten (10) days after the bill is issued. Assessed rates for beginning students will vary according to the specific room assignment within the ranges shown on the University Residences "Rate Chart," available at www.housing.purdue.edu, and which is incorporated herein. If Resident signs this Contract after the beginning of the academic year, Resident will be billed a pro-rated amount reflecting the week of the semester that Resident begins occupancy.

If Resident is a recipient of financial aid, including Guaranteed Student Loans, up to one semester's housing payments plus any past due amounts will be deducted from the available financial aid funds and credited to Resident's housing bill at the beginning of each semester. A loss or reduction in Resident's financial aid award is not a reason for cancellation of this Contract.

Rates are set by the Board of Trustees of Purdue University and are subject to change at the beginning of any semester.

Resident's failure to pay any housing fees imposed under this contract may result in a hold on Resident's bursar's account, transcript, and/or course registration or graduation eligibility. This section shall not be construed as a waiver by the University of its right to maintain any legal action against Resident in a court of competent jurisdiction. In the event the University files such legal action, Resident shall be liable for the University's attorneys' fees, and any judgment entered shall be without relief from valuation and appraisement laws.

#### **Meal Plans**

available to Resident.

Residents in any space other than Hawkins Hall and Hilltop Apartments are required to purchase a meal plan. Purdue Dining & Culinary agrees to provide the meal plan selected by Resident, and Resident agrees to make payment for the meal plan selected. Residents must select a meal plan via their housing contract portal. Residents will be assigned the eight-meal (8) plan if no selection is made by the deadline established by University Residences.

Residents of Hawkins Hall and Hilltop Apartments may choose to purchase a Purdue Dining & Culinary meal plan. Residents of these locations who select a meal plan may not change to a room-only option during the term of this contract. All University Residence Apartments must select a minimum of the five (5) meal plan. During Thanksgiving Break, Winter Break, Spring Break, and other stated University vacations, no meal service is

All University Residence Apartments, with the exception, Hawkins and Hilltop, must select a minimum of the five (5) meal plan.

# **Housing Assignments and Preferences**

University Residences endeavors to assign students to housing based upon the housing preference of the individual student; however, a specific housing assignment based upon the student's preference is not guaranteed or implied. Assignments are made with the following priority in mind:

- Student Accommodations
- o Academic (Learning Communities, etc.)
- Personal Preferences

While University Residences will consider all roommate requests, such requests are not guaranteed and are dependent on space availability. It is possible that roommate requests will be assigned together but, in a triple, quad, quad plus or apartment.

University Residence's inability to honor housing preferences or preliminary room/apartment assignments shall not constitute a breach of this contract, and Resident is not permitted to cancel or terminate this contract if Resident's housing preference is not met.

University Residences reserves the right to change room/apartment assignments for any reason deemed appropriate, at the sole discretion of University Residences. In the event of a national or regional emergency, University Residences reserves the right to reassign a student and/or to increase or decrease the occupancy of rooms.

# **Beginning Occupancy**

Resident is authorized to access Resident's assigned room/apartment on the date and time specified by University Residences. Resident may request an early move-in date if the option is available. If University Residences grants Resident's request, Resident will be charged a daily room rate for the early dates of occupancy. The daily room rate will be imposed in addition to any other housing fees Resident is assessed. Meals during early arrival may be available upon request and at an additional cost. Residents who are participating in Boiler Gold Rush or another pre-approved early arrival program do not need to request an early move-in date.

# Late Arrival and/or Failure to Occupy

Unless Resident requests an extension of the arrival period in writing to University Residences, University Residences is not obligated to hold a space reservation past 12:00 noon on the first day of classes for the fall semester. If Resident fails to check-in prior to 12:00 noon on the first day of classes and appears subsequently, an assignment elsewhere will be made if space is available. If no space is available and/or Resident fails to occupy their assigned space, Resident is subject to a late cancellation fee as outlined in Termination and Cancellation sections.

If a request for late arrival is granted, University Residences will hold a space for Resident for a reasonable period of time, but no more than thirty (30) days. Even if a request for late arrival is granted, University Residences reserves the right to reassign Resident to a space other than Resident's original assigned room/apartment upon arrival, depending upon availability. Resident will not receive a refund or credit for the days that Resident's room or apartment remains unoccupied.

#### **End of Occupancy**

Resident is expected to occupy Resident's assigned space for the entire 2023-2024 academic year, except as otherwise noted herein. Resident is expected to move out within twenty-four (24) hours after the Resident's last scheduled final examination, unless in an Aspire contract. Resident will be assessed an additional per day charge of thirty-five dollars (\$35), if Resident fails to vacate their assigned University Residences space within this period. If

Resident voluntarily elects to move out earlier, Resident will not receive a refund or credit of any housing fees, except as otherwise noted herein.

If Resident is assigned to Aspire, it is for a 12-month lease. Resident will be assessed an additional per day charge of thirty-five (\$35), if Resident fails to vacate their assigned University Residences space on or before the last day of the lease term. If Resident voluntarily elects to move out earlier, Resident will not receive a refund or credit of any housing fees, except as otherwise noted herein.

## **Improper Check-Out**

Resident agrees a fee of fifty dollars (\$50.00) will be assessed by University Residences for failure to properly check-out of Resident's assigned space at the end of the contract term.

# No Sublease or Assignment

Resident shall not rent, sublease, transfer, or assign Resident's assigned space to any person for any reason.

## **Authorized Occupancy**

Resident's assigned space shall be used solely as a personal residence related to Resident's enrollment at Purdue University's West Lafayette campus. In no event shall Resident conduct any commercial activity unless such activity is being conducted for academic purposes. No person other than Resident and Resident's University-approved roommate(s) may reside in Resident's room or apartment. Occupancy for more than three (3) consecutive nights more than once per semester by any person other than Resident and authorized roommate(s) constitutes a breach of this contract. Resident acknowledges and agrees that this housing contract does not authorize family housing. Children are not allowed in University Residence hall rooms or apartments as day or overnight guests.

If Resident's housing assignment includes roommate(s), Resident must refrain from behavior that makes the space inhospitable to the roommate(s).

## **Unauthorized Room Changes**

University Residences must approve any changes to Resident's housing assignment. Resident may not exchange rooms or housing assignments with another resident without the requisite prior approval.

# **Empty Bed Space**

roommate's housing assignment is cancelled or terminated, Resident must keep Resident's assigned room or apartment in a neat and orderly condition, so that it remains readily accessible and available for a replacement roommate. Resident will have a reasonable opportunity to identify a new roommate or request a room change by a specific deadline. If Resident takes no action, University Residences will designate the vacant room or bedspace as available for selection by another student. Resident may not refuse or reject an assigned roommate and shall not engage in any conduct intended to deter a prospective new roommate from accepting the housing assignment. Resident may also request a private room for the rest of the academic semester if Resident's roommate discontinues his or her housing assignment. University Residences, in its sole discretion, may grant or deny Resident's request. Resident may incur increased housing fees for a private room, and all such fees will be charged to Resident's bursar account.

## **University's Right to Relocate Resident**

University Residences reserves the right to relocate Resident or otherwise modify Resident's housing assignment where the circumstances warrant, including but not limited to complete housing renovations, maintenance, or construction; to implement public health recommendations; to impose disciplinary sanctions or supportive measures for Resident or another student; to resolve roommate conflicts; or to implement orders issued by local, state, or federal government. Resident is expected to relocate within forty-eight (48) hours of receiving notice from University Residences unless University Residences specifies a different time in writing.

## **Temporary or Overflow Accommodations**

Students who are assigned to temporary or overflow accommodations at the beginning of the contract term agree to move when a room becomes available and accept the rate appropriate to the new assignment. Assignment to temporary overflow accommodation does not constitute a breach of this contract.

#### Cancellation

Resident may cancel this contract, subject to the cancellation fees set forth below. All Housing Application Fees are non-refundable. Before Resident plans to cancel, Resident should be sure to understand the fees that will be assessed.

#### **Cancellation for Non-Attendance**

If Resident will no longer attend Purdue University, Resident may cancel this contract on or before July 31, 2023, and receive a one-hundred percent (100%) refund of room and board charges, minus a fifty dollar (\$50) service fee and all application fees.

If Resident will no longer attend Purdue University, Resident may cancel this contract between August 1, 2023, and August 18, 2023, and receive a one-hundred percent (100%) refund of room and board charges, minus a two-hundred fifty dollar (\$250) service fee and all application fees.

Application fees will not be refunded for any reason.

## Involuntary Cancellation after the Start of the Academic Year

If Resident must cancel for any of the following reason:

- Withdrawal from the University, excluding suspensions or expulsions;
- Graduation or completion of Resident's academic program;
- Is participating in an approved off-campus academic program, including student teaching, study abroad, and industrial co-op;
- Receives military orders; or
- Is academically dropped by the University

Resident is entitled to a prorated refund of the semester's room and board rate, minus a cancellation fee, as follows:

Dates	Refund Percentage	Cancellation Fee
During Week 1 of Semester	100% less used Dining Dollars	\$250
During Weeks 2-6 of Semester	75% plus any remaining Dining Dollars	\$250
During Weeks 7-10 of Semester	50% plus any remaining Dining Dollars	\$250
Week 11 - End of Semester	0% plus any remaining Dining Dollars	N/A

If Resident cancels this contract in the fall semester, University Residences will automatically cancel Resident's spring housing assignment and will not charge Resident for spring room and board. If Resident is eligible to return for the spring semester, Resident must contact University Residences to request a new assignment.

The Cancellation Fee will be waived for students who withdraw from the University for an approved medical or military leave.

# **Voluntary Contract Cancellation**

Except as otherwise noted herein, cancellation for any reason other than the Involuntary Cancellation Reasons or Cancellation for Non-Attendance shall be considered Voluntary. Residents who seek a Voluntary Cancellation of this contract shall be charged a "Voluntary Cancellation Fee" as follows:

- Prior to the start of the Fall Semester:
  - o 75% of Academic Year room rate plus 75% Fall Semester board rate
- After the end of the fall semester but before the first day of classes for the spring semester:
  - o 75% of the Spring Semester room rate plus 75% Spring Semester board rate
- If the amount previously paid by Resident under this contract exceeds the Voluntary Contract Buyout, the University will refund the excess to Resident.

## **Housing Contract Appeal**

The Student Housing Appeals Committee is a university committee that reports to the Assistant Vice Provost for Student Life ("the Committee"). A resident may petition the Committee in writing to cancel Resident's housing contract for sudden, unforeseeable extenuating circumstances, such as a severe medical condition or extreme financial hardship that renders it necessary for Resident to obtain alternate housing. The process for appeal and relevant forms may be found at <a href="https://www.housing.purdue.edu">www.housing.purdue.edu</a>. Contract cancellations, terminations, or removals that are based on any University disciplinary action are not subject to this Housing Contract Appeal process. Resident acknowledges and agrees that the Committee has sole and absolute discretion to grant or deny Resident's appeal. The Committee's decision shall be final and not subject to further review. If the Committee grants Resident's housing appeal, Resident's sole relief shall be a full, partial, or prorated credit of housing fees as of the date that the Committee issues its decision.

#### **Abandonment**

University Residences may determine, in its sole discretion, that Resident has abandoned the assigned space if:

- Resident appears to have moved out;
- The contract term has expired; or
- Resident has not been in the room for five (5) consecutive days while any amount owed under this contract is due and unpaid.

If Resident has abandoned Resident's space, University Residences may remove and dispose of Resident's personal property.

## Termination for Violation of Contract or Rules, Regulations and Policies

Resident agrees that compliance with the terms of this contract and all policies, rules and regulations, as may be in force from time to time, of Purdue University, including those of University Residences and University Residences student organizations, is a condition of this contract. Violation of any term of this contract or any policy, rule, or regulation of Purdue University and/or University Residences shall entitle the University, at its sole option and without notice, to cancel this contract. An election by the University not to exercise this option under this section shall not preclude or waive the exercise of that option in the event of continuing or subsequent violations. The University reserves the right to terminate this contract due to the inability or refusal of Resident to adjust to the concept and requirements of living in a student residence environment.

If the University terminates this contract as permitted by this section, Resident shall be charged the Voluntary Cancellation Fee as calculated in the Voluntary Contract Cancellation section of this contract, except the cancellation date may be set as a term of the conduct decision.

## **Termination for Unforeseeable Circumstances**

In the event of unforeseeable circumstances beyond the control of the University, including but not limited to fire, flood, inclement weather, natural disasters, acts of God, interruption of utility services, attempted or acts of terrorism, war, declarations of war, local, state, or federal declarations of emergency, pandemic, epidemic, or infectious disease, the University reserves the right to maintain the safety of its University community and University property by any reasonable means, including but not limited to temporarily or permanently removing Resident from student housing or modifying Resident's housing assignment. The University will specify the timeframe for any removal or modification in writing. If any University Residences space is closed or unavailable

due to an unforeseeable circumstance or natural disaster contemplated by this section, the University, in its sole discretion, may terminate Resident's housing contract without prior notice to Resident. The University shall have no obligation to provide alternate housing for Resident, rebuild or replace any affected University property or premises, or issue Resident a refund or credit of any housing fees costs, or other housing-related expenses.

## **State of Emergency or Communicable Disease**

Resident acknowledges and agrees that the University may take specific measures to protect the public health of its university community and the surrounding community in response to a state of emergency, COVID-19 or another communicable disease, or other reasons deemed to be in the best interests of the University. Resident acknowledges and understands that these measures may include terminating Resident's housing contract, changing Resident's housing assignment, closing University Residences spaces, shortening the academic term, and/or modifying how coursework is delivered. Resident acknowledges and agrees that if the University takes any such measures, including in response to COVID-19 or for COVID-19 related reasons, or otherwise terminates Resident's housing contract for one of the unforeseeable circumstances specified under this section: (1) Resident shall have no option or right to cancel the housing contract for either circumstances beyond Resident's control or unforeseeable extenuating circumstances, and (2) Resident shall receive no refund or credit of any housing fees, costs, or other housing-related expenses unless the University, in its sole discretion, notifies Resident otherwise.

#### Locks

Resident is prohibited from changing or installing any locks on any doors in Resident's assigned University Residences space. If University Residences is required to change a door lock because Resident installed an unauthorized lock, lost a key, or made an unauthorized duplicate, Resident shall reimburse the University the cost of the replacement lock.

## Security

Resident is prohibited from propping open or otherwise tampering with a locked or secured door. Resident must not allow unauthorized person(s) entry or access to a University Residences space. Resident agrees to accept responsibility for the actions of any guests of Resident.

#### Fire Safety

Resident must evacuate any University Residences facility or University building when a fire alarm sounds. Resident acknowledges and agrees that activating a false alarm and tampering with any fire safety equipment, including fire extinguishers, hoses, smoke detectors, exit signs, or pull boxes, is prohibited. University Residences will report any fire safety offenses to the fire department. The penalty for such offenses may include student disciplinary sanctions, removal from Resident's assigned space, fines, and criminal prosecution. Residents are authorized to bring only Underwriters Laboratory- and University Residences-approved appliances, electronics, and batteries into their residence. Damage to University property caused by Resident's property requires the Resident to reimburse the University. This includes expenses related to but not limited to fire, smoke and water damage, emergency response, building and property damage, and the personal property of other Residents.

Residents have a continuing obligation to read and abide by the <u>University Residences Guidelines and Policies</u> related to fire safety, which are incorporated by reference as if fully stated herein.

## Alcohol, Illegal Controlled Substances, and Smoking

The use, possession, being in the presence of, transporting and distribution of alcohol and illegal controlled substances in any University Residences building is prohibited. Smoking, including the use and possession of ecigarettes, is likewise prohibited. Smoking, including e-cigarettes, is permitted on the University's campus only in designated smoking areas. Resident has a continuing obligation to read and abide by the <a href="University Residences Guidelines and Policies">University Residences Guidelines and Policies</a> related to alcohol, drugs, and smoking, which are incorporated by reference as if fully stated herein.

#### Weapons

Weapons are strictly prohibited in University Residences' facilities and property. This includes all instruments that by their nature are designed to cause injury or destruction. Examples include but are not limited to the following: handguns, rifles, shotguns, BB guns, pellet guns, dart guns, bows and arrows, swords, martial arts implements and explosives whether manufactured or handmade, including live ammunition. This prohibition on weapons applies whether or not Resident possesses a license to carry a handgun, or an equivalent permit issued by another state. Resident has a continuing obligation to read and abide by the <a href="University Residences Guidelines and Policies">University Residences Guidelines and Policies</a> related to weapons possession, which are incorporated by reference as if fully stated herein.

## **University's Maintenance and Repair Obligations**

The University will exercise reasonable care regarding Resident's health, safety, and property and will make a good faith effort to promptly repair any damage or defects in any University property, facilities, or premises. From time to time, the University may temporarily disconnect its heating/cooling system, water supply, or electrical system to perform maintenance, service, or repair. The University is not liable and assumes no responsibility for any inconvenience or damage to Resident or Resident's property because of this limited disruption of service or any other disruption of service due to inclement weather, a natural disaster, or other development beyond the University's control.

University Residences will make a good-faith effort to work with the leased property management regarding student-initiated maintenance requests.

## No Liability for Resident's Property

The University is not liable and assumes no responsibility for any loss or damage to Resident's personal belongings or property, whether arising from theft, fire, smoke, inclement weather, water damage, destruction, or any other hazard or casualty. Resident is advised to maintain the appropriate insurance at Resident's expense to cover such losses.

## **Resident's Maintenance and Care Obligations**

Resident is required to maintain Resident's assigned University Residences space and any communal areas of a residence hall or University apartment in a neat and sanitary condition. Resident agrees to pay a reasonable cleaning fee if Resident fails to clean the assigned space after University Residences provides reasonable notice of the need to do so.

Resident is not allowed to paint or otherwise make any permanent alterations to Resident's assigned room, apartment, appliances, fixtures, or furniture. The removal of any appliances, fixtures, or furniture from Resident's room or apartment is prohibited, nor may Resident store the items offsite, or trade or exchange them with another student.

All of Resident's personal belongings must be removed from Resident's assigned room or apartment at the end of Resident's housing contract or the termination of Resident's housing assignment, whichever comes first. Resident's room or apartment, including the floor, should be free of debris and any trash cans must be emptied. If any room configuration has been altered (e.g., furniture or beds moved or disassembled, chairs or desks rearranged), the room must be returned to its original configuration.

If Resident or one of Resident's guest(s) abuses, alters, destroys, or damages Resident's room, apartment, or common area of any housing facility, Resident shall reimburse the University for the cost of any housekeeping services, maintenance or repair, or replacement furniture, fixtures, or appliances. Any such reimbursement costs will be charged to Resident's bursar's account.

#### Resident's Responsibility for Communal Property

University communal property includes, but is not limited to, hallways, bathrooms, stairwells, elevators, lounges, living rooms, utility rooms, and kitchens located in the common areas of a residence hall, residential college, or University apartment. Resident acknowledges and agrees that if University Residence determines that any communal property has been damaged or destroyed but the responsible individual(s) cannot be identified, all University Residences residents with access to the communal property may be required to pay an equal share of the cost to repair the damage, restore the communal space to its original condition, or complete community service hours. Any such costs will be charged to Resident's bursar's account.

# **University's Right to Enter and Inspections**

University Residences reserves the right to enter Resident's assigned room or apartment at any time in case of an emergency, including to conduct a welfare check to assess health and safety, consistent with Resident's constitutional right to be free of unreasonable search and seizure. University Residences reserves the right to enter Resident's assigned room or apartment at reasonable times, upon reasonable notice, to conduct maintenance or inspection of plumbing, HVAC, and electrical systems; to perform repairs, alterations, improvements, rodent or insect abatement; or to provide maintenance and care of the premises. The University's residential spaces, including Resident's assigned room, will be periodically inspected at reasonable times, upon reasonable notice, for damages, health and safety violations, to determine readiness for occupancy, and to verify compliance with applicable law and University policy.

#### **Personal Care**

While living in University Residences, residents are responsible for their own care including maintaining personal hygiene as well as management of medical and mental health conditions or illnesses. Residents with disabilities who require reasonable accommodation from University Residences should contact the Disability Resource Center Office at (765) 494-1247 or at drc@purdue.edu. Disability-related personal needs are the responsibility of individual residents. Residents are expected to use the various resources available to provide care for themselves. Residents who demonstrate the inability or refusal to care for themselves and/or who cause harm to themselves, or others may be asked to adhere to an action plan or have their contract terminated.

#### **No Waiver**

If the University delays or fails to enforce any term of this contract, this delay or failure shall not be deemed a waiver of that term.

#### Severability

The invalidity of any provision of this contract or of its application to any person or circumstance, as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof, and all the terms of this contract shall be valid and enforceable to the fullest extent permitted by law

# **Headings**

The headings in this housing contract are for reference only and shall not limit or affect the meaning of any term of the contract.

## **Governing Law**

This Agreement is to be governed by and construed in accordance with the laws of the State of Indiana. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Tippecanoe County, Indiana, and the student hereby consents to service of process from such courts.

# **Entire Agreement**

This housing contract incorporates by reference, as if fully stated herein, all University and University Residences policies, procedures, regulations, and guidelines, whether documented on the University policy website, posted on the official University Residences website, or published by the University otherwise. This housing contract constitutes the entire agreement between Resident and the University and may only be modified or amended in writing by the University.