

WATER  CIPS

Move in hrs. Fri. 9-12 and 1-4:30

UNIVERSITY HOUSING AND DINING SERVICES  
EASTERN ILLINOIS UNIVERSITY Charleston, Illinois 61920  
CONTRACT FOR UNIVERSITY COURT  
(217) 581-8000

Note: Closed on Sunday's - After hours check-ins are treated as lock-outs - Call 217-581-6655 for assistance

**August 21, 2009 - May 07, 2010**

NAME \_\_\_\_\_ Telephone # 217-581 - \_\_\_\_\_  
(First) (MI) (Last)

MAILING ADDRESS \_\_\_\_\_, Charleston, IL 61920

(IMPORTANT: Read carefully and RETAIN a copy for your file. Terms of this Contract supercede all previous contracts.)  
This contract is between the Board of Trustees for Eastern Illinois University and the above named student.

**TERMS AND CONDITIONS OF THE UNIVERSITY COURT CONTRACT, ACADEMIC YEAR - 2009-2010**

Eastern Illinois University, Charleston, Illinois, offers to furnish room in University Court in consideration of the payment of the fee in effect at the time of occupancy. This contract is issued for the dates as indicated above or the balance thereof. Therefore, once the student has agreed to the contract he/she is expected to honor the contract for the balance of the academic year. A signed University Court contract does not guarantee admission to the University. Admission to the University is a separate process and applications must be made with the Admissions Office.

**CHARGES**

University Court charges are as follows (room rental charges do not include utilities except basic cable TV, trash removal, basic telephone service and internet connections).

1. Payment dates for the 2009-2010 Academic Year are:  
FALL SEMESTER 2009 - Due Aug. 12, 2009 \$\_\_\_\_\_ SPRING SEMESTER 2010- Due December 12, 2009 \$\_\_\_\_\_

In the event a roommate moves out for spring semester, the remaining roommates will accept responsibility for the balance of the contract in full.

In the event that the resident anticipates being released from the contract at the close of the fall semester and **did not** live in University Housing during the previous Spring Semester, he/she will be charged an additional amount of approximately 10% of the respective rent rate for the entire contract period.

- A finance charge of 1% will be added by the Office of Business Affairs to all accounts for charges that are not paid by the due date. Billed charges for a semester must be paid by November 1 for the Fall Semester, April 1 for the Spring Semester and August 2 for the Summer Session. If the charges are not paid by these dates, a HOLD will be placed on your student records resulting in a loss of access to University services including denial of record transcripts and use of the touch tone registration system and may result in the cancellation of your apartment assignment.
- The University is not responsible for cash sent by mail. DO NOT send cash through the mail.
- The University reserves the right to increase charges provided that at least forty-five days notice has been given prior to the effective date of the increase.
- The University reserves the right to enter the apartment at any reasonable time, with or without prior notice, to make needed repairs; to do insect extermination; to address health, safety and welfare concerns and to provide routine maintenance, renovations, or remodeling. Notice will be given, if possible, for major repairs.
- In the event it becomes necessary for the University to enforce the terms of this contract by legal means or by use of a Collection Agency, the undersigned agrees to pay any and all expenses related to the collection of monies owed, including reasonable attorney fees and court costs.
- In the event the student receives financial aid, the undersigned agrees that all outstanding apartment rental charges (including charges that are currently due and charges that are past due) may be deducted by the University from such financial aid awards.

**CANCELLATIONS AND REFUNDS**

- HOUSING DEPOSIT** -- The housing deposit is a LOSS and DAMAGE DEPOSIT and a GUARANTEE of CONTRACT FULFILLMENT. Residents will be held responsible for damage to University property and will pay all charges immediately upon receiving a bill for the damage.  
If the student fulfills the terms and conditions of this contract, the student shall be entitled to a refund of the housing deposit (minus charges for loss or damage) after officially checking out of University Court. Unpaid utility bills will be deducted from the deposit prior to refund.
- RENTAL PAYMENTS** -- This contract is issued for the 2009-2010 academic year or balance thereof. The student is expected to honor this contract for the entire contract term. The only exceptions are if the student 1) student is dismissed from the University for academic reasons, 2) the resident does student teaches outside the Charleston/Mattoon area (Unit District 1or 2) or 3) student graduates. A student shall be considered to have canceled this contract if he/she gives **WRITTEN NOTICE** of cancellation to the University Court Manager, does not assume occupancy of the term of this contract, or vacates an assigned apartment before completion of the term of this contract. The effects of contract cancellation are as follows:
  - If the student is not admitted to the University, the student shall be entitled to a refund of the advance housing payment.
  - If the student is dismissed from the University for academic reasons and officially checks out prior to January 1, the student is entitled to a refund of the housing deposit (minus charges for loss, damages or unpaid utility charges), and the housing payment for the following semester. After this date the student will be responsible for a \$500 late cancellation fee and forfeiture of \$100 housing deposit in addition to any damages or losses or payments for outstanding utility charges.

- c. If the student is removed from University Court or the University for disciplinary reasons, the student shall be required to pay a cancellation fee of \$750.00 and the room and board charge prorated through the end of the week in which the student officially checks out of the University Court apartment; and the University shall retain the student's housing deposit.
- d. If the student enters a student teaching program and student teaches outside the Charleston/Mattoon school district or graduates from the University and so notifies the University Court Manager in writing on or before October 15, 2009, for the Spring term, the student shall be entitled to a refund of the housing deposit (minus charges for loss or damage) and the advance housing payment.
- e. If the student cancels this contract, **withdraws from the University**, and does not re-enroll at the University during the term of this contract, the following charge will be assessed: loss of \$100.00 deposit **plus \$500.00 cancellation charge**.
- f. If the student cancels this contract but **does not withdraw from the University**, the student shall be required to pay the entire rental charges for the term of the contract and the University shall retain the student's housing deposit.

**ASSIGNMENT AND OCCUPANCY**

- 10. In signing the contract the student agrees during the term of his/her occupancy to consult a physician upon request of a full-time member of the staff of the Department of University Housing and Dining Services.
- 11. The University is not responsible for the loss or damage to personal property by fire, theft, or other causes. The student is responsible to keep valuables secure at all times by keeping the door locked while out of the apartment. Replacement cost of keys per set is \$70.00.
- 12. The apartment shall be occupied by the students as a private dwelling only and for no other purpose.
- 13. Pets: There shall be no pets in the apartment, whether residing or visiting, with the exception of fish aquarium life. This provision is strictly enforced by the University.
- 14. Sublet or Re-Assignment: The apartment rented under this contract may not be sublet.
- 15. Damage or Hazardous Condition - Notice: The student shall immediately advise the University of any damage to, or hazardous condition, in the apartment and such shall be repaired or removed by the University at the students expense, where appropriate, and the charges to the student, if any, will be billed immediately to the student and shall be due with the rental installment following such billing.
- 16. Abandonment - Personal Property: If the student leaves any personal property in the apartment or within the apartment complex following termination of this contract and the checking out by the student, such property shall be deemed to have been abandoned in favor of the University.
- 17. The University Court Apartments are contracted as furnished and all University-owned furnishings must remain in the apartment.
- 18. The University shall not be liable for damage or injury to person or property occurring within the apartment. The student is expressly advised that private insurance is available from many reputable insurance companies which he/she may obtain to protect himself/herself from such liability.

**AGREEMENT**

In signing the contract the student agrees, during the term of his/her occupancy in University Court to comply with all reasonable rules and regulations of the University and of University Court, including those relative to preserving order on the premises, use of the premises, protection of University (State of Illinois) property, and maintenance of student status. The general rules and regulations of the University are printed in the University Bulletin (General Catalog), Student Handbook, University Court Handbook, Student Conduct Code and the various constitutions of University Housing. Students are also bound by State of Illinois statutes, which apply to students and the University, and all registration and contractual agreements signed by the student (and the student's parent or guardian).

IN SIGNING THIS CONTRACT THE STUDENT AGREES TO THE TERMS OF THE EIU CENTURY 2000 NETWORK USER AGREEMENT. A COPY OF THIS AGREEMENT IS FOUND IN THE CALENDAR/HANDBOOK AND IS ALSO AVAILABLE AT [WWW.EIU.EDU/~HOUSING/TEXT/COMPUTLBS.HTML](http://WWW.EIU.EDU/~HOUSING/TEXT/COMPUTLBS.HTML);

THE UNIVERSITY RESERVES THE RIGHT NOT TO ENTER INTO (AND/OR TERMINATE) A CONTRACT FOR ANYONE WHO, IN THE JUDGEMENT OF THE UNIVERSITY, REPRESENTS A THREAT TO THE HEATH, SAFETY, AND WELFARE OF EITHER THEMSELVES OR OTHERS, OR ANYONE WHO PROVIDES FALSE INFORMATION TO THE UNIVERSITY.

THE STUDENT (AND THE STUDENT'S PARENT OR GUARDIAN) ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHERMORE, THE STUDENT (AND THE STUDENT'S PARENT OR GUARDIAN) AGREES THAT THIS CONTRACT SHALL NOT BE BINDING ON THE BOARD OF TRUSTEES FOR EASTERN ILLINOIS UNIVERSITY UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF EASTERN ILLINOIS UNIVERSITY.

X \_\_\_\_\_ (Date)  
 (Full Legal Signature of Student Contract Holder)

ACCEPTED: BOARD OF TRUSTEES  
 FOR EASTERN ILLINOIS UNIVERSITY

By \_\_\_\_\_ (Date)

\*\*\*\*\*  
 E # \_\_\_\_\_ DOB \_\_\_\_\_

PRINT NAME \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_  
 (First) (MI) (Last)

HOME ADDRESS \_\_\_\_\_  
 (Street) (City) (State) (Zip)

EMERGENCY HOME PHONE # \_\_\_\_\_ CELL PHONE # \_\_\_\_\_

SECURITY DEPOSIT: Make Payable to EASTERN ILLINOIS UNIVERSITY FOR \$75.00 OR \$125.00

FOR OFFICE USE ONLY:			
Deposit:	Date Paid _____	Check # _____	Amount \$ _____
	Transferred. From _____ or Apt. # _____		
	Graduate _____	Student Teach _____	Revised 11/2008