

EASTERN ILLINOIS UNIVERSITY
Charleston, Illinois 61920
CONTRACT FOR A UNIVERSITY APARTMENT
August 20, 2009 - May 27, 2010

NAME _____
 (Student/Primary Resident)

ADDITIONAL RESIDENTS _____
 (Please print all names) (Spouse, Domestic Partner, Dependent Child)

(IMPORTANT: Read carefully and RETAIN for your file, Terms of this Contract supersede all previous contracts. This contract is between the Board of Trustees of Eastern Illinois University and the above named Resident(s). By terms of this agreement, the University grants a license to the resident(s) to utilize services provided by University Housing and Dining including the use of a University Apartment as described herein. The parties agree and understand that this agreement is not a lease and there is no intent by either party to create a landlord-tenant relationship.

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

Eastern Illinois University, Charleston, Illinois, (hereinafter "University") offers to furnish room in a University Apartment in consideration of the payment of the fee in effect at the time of occupancy. It is understood that fulfillment of this contract is contingent upon the availability of space within the University Apartments and the proper signature on this contract. If the applicant is less than 18 years of age, a parent or guardian must guarantee payments specified in the contract.

This contract is issued for the dates as indicated above or the balance thereof. Therefore, once the resident has agreed to the contract he/she is expected to honor the contract for the balance of the academic year. Requests for exceptions to this provision must be submitted in writing to the Assistant Director, University Housing. A signed University Apartment 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 Apartment charges for the Academic Year for an apartment is \$3,776.00 (super- efficiency), \$4,036.00 (1 1/2 room furnished), \$4,244.00 (2 room furnished), and \$4,244.00 (2 room-partially furnished).

1. Payment amounts for the 2009 - 2010 Academic Year are:

	<u>Super efficiency</u>	<u>1 1/2 room furnished</u>	<u>2 room furnished</u>	<u>2 room partially furnished</u>
FALL SEMESTER 2009	\$1,888.00	\$2,018.00	\$2,122.00	\$2,122.00
SPRING SEMESTER 2010	\$1,888.00	\$2,018.00	\$2,122.00	\$2,122.00

**Faculty, and Civil Service or Academic/Professional staff rates are \$50.00 per month higher.

2. **\$300.00 must be paid prior to August 1, 2009 for fall semester move-ins. \$300.00 must be paid prior to December 1, 2009 for second semester move-ins.**
3. A finance charge of 1% per month will be added to all accounts for unpaid charges from the previous billing statement that was not paid by the due date. This charge will continue until all charges are paid regardless of student status.
4. The University is not responsible for cash sent by mail.
5. The University reserves the right to enter the apartment at any reasonable time, with or without prior notice, to make needed repairs; for insect extermination; to address health and safety concerns; and to provide routine maintenance, renovations, or remodeling. Notice will be given, if possible, for major repairs.
6. Failure to make the advance payment on the date indicated for each semester may result in the cancellation of this contract by the University, in which case the resident may be held responsible for the advance payment and the \$100.00 housing deposit.
7. 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, to the University, any and all expenses related to the collection of monies owed, including, reasonable attorney fees and court costs.
8. The University reserves the right to increase University Apartment charges provided at least forty-five days notice has been given prior to the effective date of the increase.

CANCELLATIONS AND REFUNDS

9. **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 Apartment property and will pay all charges immediately upon receiving a bill for the damage.
 If the resident fulfills the terms and conditions of this contract, the resident shall be entitled to a refund of the housing deposit (minus charges for loss or damage) after officially checking out of the University Apartment at the end of the contract period. Conditions applicable to the refund of the housing deposit in the event of contract cancellation are specified below.
10. **PAYMENTS** -- this contract is issued for the dates listed above or balance thereof. Therefore, once the resident has agreed to this contract, he/she is expected to honor this contract for the entire contract term. The only exception is if the student withdraws from the University or is dismissed from the University for academic reasons, student teaches outside the Charleston/Mattoon school district or graduates. The effects of contract cancellation are as follows:
 - a. If the student is not admitted to the University, the student shall be entitled to a refund of the housing deposit and the advance housing payment.
 - b. If the student is dismissed from the University for academic reasons and checks out prior to January 1, 2010, Fall Semester or June 1, 2010, Spring Semester, the student is entitled to a refund of the housing deposit (minus charges for loss or damages), and the advance housing payment for the following semester, as long as there are no outstanding bills with the university. After these dates the student will be responsible for January rent plus \$200 late cancellation fee and forfeiture of \$100 housing deposit in addition to any damages or losses.
 - c. If the student is removed from University Apartments for disciplinary reasons, the student shall be required to pay a late cancellation fee of \$750.00 and the apartment charge prorated through the end of the month in which the student officially checks out of University Apartments; and the University shall retain the student's housing deposit.

- d. If the student enters a student teaching program other than Charleston, or Mattoon school district, or graduates from the University and so notifies the Office of University Housing in writing on or before July 1, 2009, Fall Semester, and December 1, 2009, Spring Semester, the student shall be entitled to a refund of the housing security deposit (minus charges for loss or damage) and the advance housing payment.
- e. If the student cancels this contract and withdraws from the University on or **before July 1, 2009, Fall Semester or December 1, 2009 Spring Semester**, the student shall be entitled to a refund of the housing deposit (minus charges for loss or damage) and the advance housing payment, if applicable.
- f. If the student cancels this contract and withdraws from the University **after July 1, 2009, Fall Semester or December 1, 2009, Spring Semester**, the following charge will be assessed: loss of \$100.00 housing deposit plus \$200.00 late cancellation charge.
- g. If the student cancels this contract **after July 1, 2009, Fall Semester or December 1, 2009, Spring Semester** 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.
- h. In addition to the late cancellation charge the student will be responsible for the rent charges prorated through the end of the week or period in which the student officially checks out of the apartment.

ASSIGNMENT AND OCCUPANCY

11. Assignments in University Apartments are made without regard to race, color, sex, religion, age, national origin, ancestry, marital status, disability, veteran status, sexual orientation, or any other basis of discrimination precluded by federal and state statutes, is strictly prohibited.
12. Apartment requests are honored by the University in accordance with an established priority system, which is keyed to the date of receipt of the \$100.00 housing deposit. Priority is first given to students with dependent children, married couples, domestic partners as defined by domestic partnership agreement, and single graduate students, non-traditional students 25 years and older, then faculty, civil service, and academic/professional staff who are full time employees of the university. Priority within each group is determined by the date of receipt of the \$100.00 Housing Deposit.
13. Single graduate student residents who wish to share an apartment with another single graduate student, or a non-traditional student 25 years or older, both of whom must be of the same sex, may do so with prior approval by the Office of University Housing. These persons must be registered with the Office of University Housing.
14. The housing payments are the responsibility of the primary resident if an apartment is shared with another student. The Office of University Housing will hold both parties responsible until all amounts are paid in full.
15. In signing the contract the resident agrees during the term of his/her occupancy to consult a physician upon request of a full-time member of the staff of Student Housing.
16. The University is not responsible for the loss or damage to personal property by fire, theft, or other causes. Keep your valuables secure at all times by keeping your door locked while out of the apartment.
17. The apartment shall be occupied only by the residents and members of the immediate family, (spouse, domestic partner, and dependent children) of the resident and as a private dwelling and for no other purpose. All occupants must be listed on the front of this agreement.
18. Pets: There shall be no pets in the apartment, whether residing or visiting, with the exception of fish aquariums. This provision is strictly enforced by the University.
19. Sublet or Re-Assignment: The apartment assigned under the Agreement may not be sublet, and the Agreement may not be re-assigned without the expressed written consent of the University.
20. The University reserves the right to move or reassign residents to accommodations comparable to those originally assigned at any time during the term of this contract. The parties agree and understand that the University does not and cannot guarantee specific unit or room assignments for the term of the agreement.
21. Damage or Hazardous Condition - Notice: Resident shall immediately advise University of any damage to, or hazardous condition, in the apartment and such shall be repaired or removed by the University at the resident's expense, where appropriate, and the charges to resident, if any, will be billed immediately to resident and shall be due with the payment following such billing.
22. Abandonment - Personal Property: If resident leaves any personal property in the apartment or within the apartment complex following termination of this Agreement and the checking out by the resident, such property shall be deemed to have been abandoned in favor of the University.
23. The University Apartments are provided as furnished apartments and all University-owned furnishings must remain in the Apartment.
24. The University shall not be liable for damage or injury to person or property occurring within the Apartment. The resident is expressly advised that private insurance is available from many reputable insurance companies, which he/she may obtain to protect himself from such liability.
25. Student, Faculty, Staff, and Academic/Professional Staff Status: It is understood by primary resident that continued residence in University Apartments is expressly contingent upon one of the primary resident's enrollment for not less than 9 UNDERGRADUATE HOURS OR 6 GRADUATE HOURS PER SEMESTER, maintaining this enrollment throughout the semester and actual residence in the apartment of such primary resident. The primary resident must be married, in a domestic partnership as defined by the University's Internal Governing Policy for University Housing or the parent or legal guardian of all dependent occupants of the apartment unless special arrangements have been agreed to by all parties (including the Office of University Housing) prior to the time of apartment assignment. The primary resident must maintain actual residence in the apartment. To be eligible to live in the University Apartments during the summer the primary resident must have either been enrolled in 9 UNDERGRADUATE HOURS or 6 GRADUATE HOURS in the spring semester, be pre-registered for the following fall for 9 UNDERGRADUATE HOURS or 6 GRADUATE HOURS and have lived in the University Apartments, or must be enrolled in a minimum of 3 HOURS in a summer school session.
26. The primary resident of University Apartments is required to immediately report to the University Housing Office any criminal convictions of any resident of the apartment that occurs after the beginning of this contract. Failure to report a conviction may result in immediate termination of contract.

GENERAL REQUIREMENTS

In signing the contract the resident agrees, during the term of his/her occupancy in the University Apartment to comply with the rules and regulations of the University Apartments relative to preserving order on the premises, use of the premises, protection of University (State of Illinois) property, and maintenance of the status of students. The general rules and regulations of the University are printed in the University Bulletin (General Catalog), Student Handbook, University Apartment Handbook, Student Conduct Code, State of Illinois statutes which apply to students and the University, and all registration and contractual agreements signed by the student and/or student's parents or guardians. The written terms of this contract supersede all previous contracts as well as any verbal statements or telephone conversations made concerning this contract.

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;

THE UNIVERSITY RESERVES THE RIGHT NOT TO ENTER INTO OR TO TERMINATE A CONTRACT FOR ANYONE WHO, IN THE JUDGEMENT OF THE UNIVERSITY, REPRESENTS A THREAT TO THE HEALTH, 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. ACCEPTANCE OF THIS CONTRACT BY THE UNIVERSITY IS EFFECTIVE UPON RECEIPT. THE UNIVERSITY RESERVES THE RIGHT TO AMEND OR TERMINATE THIS AGREEMENT IN THE EVENT OF NON-COMPLIANCE BY STUDENT WITH THE PROVISIONS HEREIN.

(Full Legal Signature of Primary Resident)

(Date)

(Full Legal Signature – Additional Resident)

(Date)

COPY