



**UNIVERSITY HOUSING AND DINING SERVICES
EASTERN ILLINOIS UNIVERSITY – CHARLESTON, ILLINOIS 61920
CONTRACT FOR UNIVERSITY COURT
January 8, 2021 - May 7, 2021**

IMPORTANT (Read carefully): Terms of this Contract supersede all previous contracts. This Contract is between the Board of Trustees of Eastern Illinois University and the student. By terms of this agreement, the University grants a license to the resident(s) to utilize services provided by University Housing and Dining Services, 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 COURT CONTRACT, SPRING SEMESTER 2021

Eastern Illinois University, Charleston, Illinois, (hereinafter "University") offers to furnish a 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, the student is expected to honor the contract for the balance of the academic year. Lakeview College of Nursing students are eligible to live in University Housing at Eastern Illinois University and are responsible for the terms of this housing contract. Status as a Resident Assistant, fraternity or sorority member, collegiate athlete or other group affiliation does not affect the cancellation terms of this contract.

UNIVERSITY COURT RATES/CHARGES

1. Rates do not include electric utilities. Electric service must be maintained throughout the contract term. An allowance of up to \$50 per billing cycle is included for water service. Water charges that exceed the \$50 monthly allowance per apartment will be charged to the student account. Other services provided include basic cable TV, trash removal and internet connection.

These are 2020-2021 Academic Year rates. Rates listed below are per resident, per semester, based on double occupancy. If additional residents contract to live in the apartment, the per-student rate will be adjusted accordingly and divided equally between all residents.

- \$2,598 - 2 Bedroom, 1 Bath, No Balcony/Ground Floor (available in Cooper, Elliott, Gabbard, Giffin, Hampton, Ringenberg, Saunders)
 - \$2,756 - 2 Bedroom, 1 Bath, Balcony (available in Cooper, Elliott, Gabbard, Giffin, Hampton, Ringenberg, Saunders)
 - \$2,795 - 2 Bedroom, 1 and 1/2 Bath, No Balcony/Ground Floor (available in Bloomfield, Lancaster, Yorkshire)
 - \$2,895 - 2 Bedroom, 1 and 1/2 Bath, Balcony (available in Bloomfield, Lancaster, Yorkshire)
 - Students with over 90 credit hours are eligible to buy out an apartment at an additional rate of \$850 per semester.
2. A finance charge of 1% will be added by the Business Office 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 1 for the Summer Session. If the charges are not paid by these dates, a HOLD will be placed on the student's record resulting in a loss of access to University services including denial of record transcripts and use of the advance registration system and may result in the cancellation of the student's apartment assignment.
 3. The University is not responsible for cash sent by mail. Do NOT send cash through the mail.
 4. The University reserves the right to increase apartment charges provided that at least forty-five days' notice has been given prior to the effective date of the increase.
 5. 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's fees and court costs.
 6. In the event that the student receives financial aid, the undersigned agrees that all outstanding Housing and Dining 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

7. Housing Application Fee, Loss, Damage, Contract Fulfillment
The \$50 non-refundable application fee is not applied toward apartment charges. The application fee is not refundable even if a student is not admitted to the University. Residents will be held responsible for damage and/or cleaning to University Housing property and will pay all charges immediately upon receiving a bill for the damage/cleaning. Damage to common areas may be prorated to all the residents. Termination by the student of utility services may result in contract termination.
8. Payments
This contract is issued for the Spring 2021 semester or balance thereof. The student is expected to honor this contract for the entire contract term. The only exceptions are if the student 1) is dismissed from the University for academic reasons, 2) student does student teaching or an internship outside the Charleston/Mattoon area (Unit District 1 or 2), 3) student participates in a study abroad program or 4) student graduates. A student meeting the above exceptions shall be considered to have cancelled this contract if he/she gives written notice of cancellation to the Office of University Housing and Dining Services, does not assume occupancy of the term of this contract, or vacates an assigned room in University Housing before completion of the term of this contract. Arrangements must be made with the Office of University Housing and Dining Services to check out of their building. Checking out of University Court and filling out the check out card at the end of the semester does not constitute official cancellation of your University Court contract. 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 down payment.
 - b) If the student is dismissed from the University for academic reasons at the end of the fall semester, the student must officially check out of their University Court apartment by the day prior to the Residence Halls/Greek Housing opening

for the Spring semester. After this date, the student will be responsible for a \$600 late cancellation fee and assessed the daily room rate in addition to any and all damages, cleaning, losses or payments.

- 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 \$850.00 and assessed the daily room rate for the dates of occupancy.
- d) If the student participates in a study abroad program, enters a student teaching program or does an internship outside the Charleston/Mattoon school district, or graduates from the University and so notifies the Office of University Housing and Dining Services in writing on or before December 1, 2020 for the Spring Semester, and provides written documentation, the student shall be released from the contract for the Spring semester.
- e) If the student cancels this contract and withdraws from the University during the spring semester, the student shall be assessed a \$600 cancellation fee, plus the daily room rate for the dates of occupancy.
- f) If the student has signed this contract and is enrolled at the University during the Spring 2021 Semester, the student is bound to the terms of this contract and shall be required to pay the entire University Court charges for the Spring Semester.**
- g) In addition to the cancellation charge the student will be responsible for the apartment charges prorated through the end of the week in which the student officially checks out of University housing. Charges are not to exceed the apartment charges. There will be no refund of apartment charges after the tenth week of the semester.
- h) Requests for a full or partial refund of apartment charges for reasons other than those outlined above may be submitted in writing to the Office of University Housing and Dining Services, 600 Lincoln Avenue, Charleston, IL 61920.

ASSIGNMENT AND OCCUPANCY

- 9. In signing this contract, the student agrees during the term of occupancy to consult a medical/mental health professional upon the request of a full-time staff member of University Housing and Dining Services.
- 10. The University is not responsible for the loss or damage of 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 apartment keys is \$60
- 11. The apartment shall be occupied by the student(s) as a private dwelling only and for no other purpose.
- 12. 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. All requests for a Service or Emotional Support Animal must have documented prior approval from the Office of Disability Services.
- 13. Sublet or Reassignment: The apartment assigned under this contract cannot be sublet.
- 14. 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 student's expense, where appropriate, and the charges, if any, will be billed immediately to the student and shall be due immediately following such billing.
- 15. Abandonment - Personal Property: If the student leaves any personal property in the apartment or within the apartment complex following termination of this contract and/or the checking out by the student, such property shall be deemed to have been abandoned in favor of the University.
- 16. The University Court Apartments are contracted as furnished and all University-owned furnishings must remain in the apartment.
- 17. The University shall not be liable for damage or injury to person and/or property occurring within the apartment. The student is expressly advised that private insurance is available from many reputable insurance companies which the student may obtain to protect from such liability.
- 18. The University reserves the right to enter the apartment at any reasonable time, with or without prior notice, to make needed repairs; to show during contracting; to do insect extermination; to address health, safety and welfare concerns and to provide routine maintenance, complete work orders, renovations or remodeling. Notice will be given, if possible, for major repairs.
- 19. The University reserves the right to move or reassign students 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 units or room assignments for the term of this agreement.
- 20. It is understood by the student that continued occupancy in University Court is expressly contingent upon remaining enrolled in not less than one hour per semester in the University. For continued occupancy the student must be making reasonable academic progress toward a degree.

GENERAL REQUIREMENTS

In signing this contract the student agrees, during the term of the student's occupancy in University housing, to comply with all rules and regulations of the University and of University Housing and Dining Services, including those relative to preserving order on the premises, use of the premises, protection of University property and maintenance of student status. The general rules and regulations of the University are available in the General Catalog, Academic Handbook, Student Conduct Code, University Housing and Dining Services Website, and the various constitutions of University Housing and Dining Services. 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). 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 Residential Network (RESNET) User Agreement. A copy of this agreement is found in the Calendar Handbook and is available at <http://www.eiu.edu/housing/computers.php>

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 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.