

EASTERN ILLINOIS UNIVERSITY
Charleston, Illinois 61920
CONTRACT FOR A UNIVERSITY APARTMENT
June 1, 2023 – July 31, 2023

(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. By terms of this agreement, the University grants a license to the Resident 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, SUMMER - 2022

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 this contract. Lakeview College of Nursing students may opt in to EIU Services, and are then eligible to live in University Housing at Eastern Illinois University and are responsible for the terms of the housing 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 contract term. Requests for exceptions to this provision must be submitted in writing to the Office of Housing & Dining Services. 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 Office of Admissions.

CHARGES

1. Charges for University Apartments are listed below and are billed at the beginning of the contact term.

	<u>Efficiency</u>	<u>1 Bedroom</u>
SUMMER 2022	\$976.00	\$1026.00

**Faculty, Civil Service, and Administrative & Professional staff rates are \$50.00 per month higher.

2. A \$100.00 housing down payment must be paid before a key will be issued to the apartment. **Students residing in University Apartments during the spring 2022 semester do not need to make this payment.**
3. 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 records resulting in a loss of access to University services including denial of record transcripts and use of advance registration system and may result in the cancellation of housing assignment.
4. The University is not responsible for cash sent by mail.
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, to the University, any and all expenses related to the collection of monies owed, including, reasonable attorney fees and court costs.
6. 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.
7. **Faculty and/or Staff:** Will be billed on a monthly basis for charges due. Payments are to be made within 30 days of the charges billed. If Resident fails to pay the charges when due and the default continues for seven (7) days thereafter, the University may, at the University’s option, declare the entire balance of charges payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the University at law or in equity or may immediately terminate this contract.

CANCELLATIONS AND REFUNDS

8. The \$50.00 non-refundable application fee is not applied toward rent payments. The application fee is not refundable even if a student is not admitted to the University. Residents will be held responsible for loss or damage to University Apartment property and will pay all charges immediately upon receiving a bill for the loss or damage.
9. 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 or does an internship outside the Charleston/Mattoon school districts, participates in a study abroad program, 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 down payment.
 - b. If the student is dismissed from the University for academic reasons, the student shall be entitled to a refund of the housing down payment for the following semester as long as the student has no outstanding bills with the University.
 - c. If the student is removed from University Apartments for disciplinary reasons, the student shall be required to pay a late cancellation charge of \$750.00 and the apartment charge prorated through the end of the month in which the student officially checks out of University Apartments.
 - d. If the student participates in a study abroad program, enters a student teaching program or internship other than Charleston or Mattoon school districts, withdraws from the University or graduates from the University and so notifies the Office of University Housing in writing on or before **June 1, 2022, summer semester**, the student shall not be charged a late cancellation fee.
 - e. If the student cancels this contract and withdraws from the University after **June 1, 2022, summer semester**, the student shall be charged a \$250 late cancellation fee.
 - f. After **June 1, 2022, summer semester**, if the student has completed this contract, has made the housing down payment, and is enrolled at the University during the summer 2022 semester, the student is bound to the terms of this contract and shall be required to pay the entire rental charges for the term of the contract.
 - g. In addition to the late cancellation charge the student will be responsible for the University Apartment charges prorated through the end of the month in which the student officially checks out of University Apartments. Charges are not to exceed the total University Apartment charges.
 - h. Requests for a refund of rental charges in special circumstances should be submitted in writing to the Office of Housing & Dining Services.

ASSIGNMENT AND OCCUPANCY

10. Assignments in University Apartments are made without regard to race, religion, sexual orientation or national origin.

11. Apartment requests are honored by the University in accordance with an established priority system, which is keyed to the date of receipt of the \$50.00 application fee. Priority is first given to students with dependent children, married couples, and single graduate students, non-traditional students 25 years and older, then faculty, civil service, and administrative & professional staff who are full time employees of the university. Priority within each group is determined by the date of receipt of the \$50.00 application fee.
12. In signing the contract the Resident agrees during the term of his/her occupancy to consult a medical/mental health professional upon request of a full-time member of the staff of Housing and Dining Services.
13. 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.
14. The apartment shall be occupied only by the Resident and members of the immediate family, (spouse, 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.
15. Pets: There shall be no pets in the apartment, whether residing or visiting, with the exception of fish in an aquarium. 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.
16. 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.
17. 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.
18. 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.
19. Damage or Hazardous Condition - Notice: Resident 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 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.
20. Abandonment - Personal Property: If a Resident leaves any personal property in the apartment or within the apartment complex following termination of this Agreement and checking out by the Resident, such property shall be deemed to have been abandoned in favor of the University.
21. The University Apartments are provided as furnished apartments and all University-owned furnishings must remain in the Apartment.
22. 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.
23. **Student:** It is understood by the Resident that continued residence in University Apartments is expressly contingent upon the 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 Resident. The Resident must be married to, 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 Resident must maintain actual residence in the apartment. To be eligible to live in the University Apartments during the summer the 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 minute of 3 HOURS in a summer school session. **Faculty and/or Staff:** It is understood by the Resident that continued residence in University Apartment is expressly contingent upon the Resident's employment at the University.
24. The Resident of University Apartments is required to immediately report to the Office of Housing & Dining Services 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.
25. If the Resident fails to comply with any of the material provisions of this contract, other than the covenant to pay charges when due, or of any present rules and regulations or any that may be hereafter prescribed by the University, or materially fails to comply with any duties imposed on the Resident by statute, within seven (7) days after delivery of written notice by the University specifying the non-compliance and indicating the intention of the University to terminate the contract by reason thereof, the University may terminate this contract for a University Apartment.

GENERAL REQUIREMENTS

In signing this contract the student agrees, during the term of his/her occupancy in University Housing, to comply with all rules and regulations of the University and of University Housing, 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, Housing Policy Website <http://www.eiu.edu/housing/policies.php> 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). 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 Resident agrees to the terms of the EIU Residential Network (RESNET) User Agreement. A copy of this agreement is available at <http://www.eiu.edu/housing/computers.php>

THE UNIVERSITY RESERVES THE RIGHT NOT TO ENTER INTO OR TO TERMINATE AN AGREEMENT 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 RESIDENT (AND IF UNDER THE AGE OF 18, THE RESIDENT'S PARENT OR GUARDIAN) ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. ACCEPTANCE OF THIS AGREEMENT 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 THE RESIDENT WITH THE PROVISIONS HEREIN.