I. **Formation of Contract**  
   A. The student agrees to comply with the Contract Terms and University Housing rules and regulations as outlined in the *Guidebook*. A copy of *The Guidebook* is available online.  
   B. This contract is binding when accepted by University Housing.  
   C. This contract is for the entire Academic Year or balance thereof. Students will be notified by University Housing of dates and times when rooms will be available for occupancy.  
   D. Residence Halls will be closed between semesters and during University break periods.  
   E. Costs are subject to approval by the SIU Board of Trustees.

II. **Assignment of Room Space**  
   A. It is the policy of Southern Illinois University Carbondale to provide equal educational opportunities for all qualified persons without regard to race, color, religion, sex, national origin, age, disability, status as a disabled veteran or a veteran of the Vietnam era, or sexual orientation.  
   B. University Housing reserves the right to change the designation or restrictions of a room, floor or building.  
   C. University Housing reserves the right to designate spaces as over-assigned. A temporary assignment to an over-assigned space may be made until a permanent space is available.  
   D. This contract does not guarantee a specific room assignment.  
   E. University Housing reserves the right to change the room assignment of a student at any time, to authorize or deny room and roommate changes, and to consolidate vacancies.

III. **Eligibility**  
   A. Resident must be a full-time student.  
   B. Occupancy is restricted to the contracted student. No one else is permitted to reside in the room.

IV. **Contract Payments and Charges**  
   A. Student agrees to pay the University the applicable room and dining plan charges to their Bursar account.  
   B. Student also agrees to pay a charge or fine for the following, and related items listed in *The Guidebook*, if applicable:  
      - Single room; Break housing; Damages beyond normal wear and tear to the room and commons areas; Dining hall violations; Lost keys and/or fobs; Lounge furniture misuse; Tampering with window safety devices; Improper check out; Collection and/or administrative charges on delinquent accounts.  
   C. Any financial aid funds distributed by the Financial Aid Office available for payment of current housing charges shall be applied directly by the University in a lump sum on the earliest date available.

V. **Non-Liability**  
   A. The University assumes no liability for:  
      1. Theft of any of the student’s personal property, except when due to negligence of the University or its agents.  
      2. The loss due to damages or personal injuries to student and student’s personal property resulting from electrical wiring, plumbing, fire, heating, water, ice, snow, steam, sewage, gas lines or from any other damage, except when due to negligence of the University or its agents.  
      3. The loss due to damages and personal injury resulting from the negligence of any other student in the area.

VI. **Responsibility**  
   A. Student will during the term of this contract, keep and at the expiration thereof, deliver up the room including all fixtures and appurtenances of the University located therein, in as good order and condition as when said student took possession, excepting reasonable wear, tear and damage by elements excepted.  
   B. Student agrees to keep the premises in a clean and orderly condition at all times and shall refrain from creating any condition that may be considered detrimental to the health or safety of the student or others, and will report immediately any loss or damage to the area office. Any loss of, or damage to, University property incurred by the student will result in charges assessed by the University.  
   C. Upon cancellation of this contract, the University shall inspect the premises and provide student with damages and charges, if applicable, for which student is responsible.
VII. **Cancellation of Contract by Student**

A. The student is responsible for notifying University Housing of cancellation of contract. Notification to another University Office will not cancel the contract. **A PHONE CALL IS NOT AN ACCEPTABLE CANCELLATION.** Use the online cancellation form. Withdrawal or academic suspension **does not automatically release the student from contract.** Contract Cancellation charges are listed below.

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Cancellation Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before January 14, 2017</td>
<td>$150</td>
</tr>
<tr>
<td>On or after January 14, 2017 if still enrolled during the contract term</td>
<td>Room charges for the remainder of the contract*</td>
</tr>
</tbody>
</table>

*If the student withdraws from the University and does not attend classes for the remainder of the contract term, the cancellation charge will be reduced to room and meals to date of checkout plus $500.

We do not prorate during the last two weeks of a term.

VIII. **Cancellation of Contract by University Housing**

A. University Housing may cancel this contract for any breach listed below. The student agrees to vacate the room and cease using all Housing facilities within a time to be specified by University Housing, and will pay all charges and liquidated damages due. Failure to vacate within the time specified will result in the door lock being changed on student’s room and student’s personal belongings being stored and/or disposed of in accordance with University Housing procedures for handling of abandoned property. If judicial proceedings are required, the student agrees to pay for the University’s reasonable attorney fees and costs.

B. There is a breach of contract if:

1. The student is no longer a full-time student and remains unenrolled for the remainder of the contract term.
2. Any charges remain unpaid after the first University statement of account upon which it appears.
3. Student is involved in any preponderant violation of a University or Housing rule and/or the Student Conduct Code.
4. The student at any time provides false information.
5. For the 2017 Spring semester, students who fail to notify University Housing in writing of the inability to claim the room space and do not check in before January 17, 2017 are subject to a change of room assignment. Students who do not claim their room space or check in before January 23, 2017 will be considered a “No Show.” No show students who are not enrolled in classes will have their contract cancelled and will be charged the cancellation fee above. No show students who are enrolled will continue to be billed room and board charges until they cancel their contract.
6. Behavior of the student indicates life or health of students may be in danger. This is at management’s discretion, with immediate eviction.

C. A waiver by the University of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. This contract may be cancelled if the student’s University account is past due on December 1, 2016.

E. The University reserves the right to refuse to issue or to cancel a contract if the student has been or is charged with or convicted of a criminal offense other than a minor traffic violation.

F. If the university discontinues instruction on the Carbondale campus mid semester, University Housing may cancel this contract. Upon such cancellation the student agrees to vacate promptly. The student’s University account will be credited for that portion of room and meals charges which represents the cost of residence hall operation which will be saved because of such cancellation.

IX. **Extenuating Circumstances and Disputes**

A. A student may request relief from any of the above terms for extenuating circumstances upon submitting a petition to University Housing. Petitions must be signed by the student. The petition form is available online, from an Area Office or from the Contracts Office.

B. University Housing shall have the sole decision on the matter of such petitions. Petitions must be filed within one year of cancellation/check-out.