

2017-2018 Housing Contract Terms
for Elizabeth Apartments and Evergreen Terrace
Southern Illinois University Carbondale

I. Formation of Contract

- A. This contract is binding when accepted by University Housing.
- B. SIU Carbondale is an Equal Opportunity/Affirmative Action institution. University Housing does not discriminate on the basis of race, religion, national origin, age, disability or other factors when making assignments.
- C. The student agrees to comply with the Contract Terms and the University Housing rules and regulations as outlined in the GUIDEBOOK. A copy of the GUIDEBOOK is available at www.housing.siu.edu/apartments/applications/policies.

II. Eligibility and Assignment of 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. Student must be full-time each semester. Full-time for an undergraduate student is twelve (12) hours and for a graduate student six (6) hours. If you are a full-time student during the Spring, you have a contract for the following year, and you are registered for Fall classes, you do not have to register for Summer.
- C. Occupancy is restricted to student, spouse, domestic partner and/or children. No other adults, children or pets are permitted to reside in the apartment, with the exception of an eligible, registered sub-tenant.
- D. Student and dependent(s) must jointly occupy the apartment at least 20 days per month. If not, the University reserves the right to terminate the contract. Legal documentation showing custody of dependent(s) may be requested.
- E. This contract does not guarantee a specific apartment or building. The University reserves the right to change the assignment of a student at any time.

III. Contract Payment and Charges

- A. Student agrees to pay the University the applicable charges as billed. Housing charges will be billed to your University Account at the beginning of each semester. Spring semester – January through May; Summer semester – June and July; Fall semester – August through December. Costs are subject to Board of Trustees (BOT) approval and are available online at www.housing.siu.edu.
- B. Any financial aid funds distributed by the Financial Aid Office available for payment of University Housing charges shall be applied directly by the University in a lump sum on the earliest date available.
- C. Student agrees to pay a charge or fine for the following, and related items listed in the GUIDEBOOK, if applicable:
 - 1. Damages beyond normal wear and tear
 - 2. Lost keys
 - 3. Trash removal
 - 4. Failure to schedule a check-out appointment
 - 5. Improper check out
 - 6. Collection and/or administrative charges on delinquent accounts
 - 7. After Hours lock outs
- D. When the University obtains judgment from a court of competent jurisdiction, the student shall also pay the University's reasonable costs and attorney's fees.

IV. Period of Occupancy

- A. Occupancy shall begin with the effective date stated on the contract. All contracts end on June 30.

V. University's Right to Premises

- A. The University, its agents or employees shall have the right to enter the premises at any reasonable hour (8am – 5pm) to make routine maintenance inspections, replacements and repairs. When routinely inspecting for health and safety, students will be notified at least forty-eight (48) hours in advance, by written or verbal notice. University management shall have the right to enter the premises, without notice, in an emergency, in making repairs requested by the student, or at management's discretion.

- B. Student agrees that the premises shall be treated for pest control as often as deemed advisable by University Housing. Student also agrees to comply with all written instructions regarding clean-out of cabinets, closets, etc., for treating the apartment. Refusal to “clean-out” or allow employees to enter the apartment for this purpose shall be cause for eviction.

VI. Non-Liability

- A. The University assumes no liability for:
 1. Theft of any resident’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. Students are encouraged to purchase renters insurance or be covered under a home owners policy.
 3. The loss due to damages and personal injury resulting from the negligence of any other person.
 4. The loss due to damages or personal injury resulting from the use of playground or recreation equipment.

VII. Responsibility

- A. Student will, during the term of this contract, comply with all requests for information. Failure to comply with the information requested will result in a fine of up to \$5 per day for every day the information is not provided.
- B. **Failure to complete / return renewal contract by end of current contract will result in eviction.**
- C. Student is responsible for sub-tenant behavior and damages, where sub-tenants are permitted.
- D. Student will, during the term of this contract, keep and at the expiration thereof, deliver up the apartment, 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.
- E. Student agrees to keep the premises in a clean and orderly condition at all times and will 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, student’s family, subtenant and/or guests will result in charges assessed by the University.
- F. 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. Student is expected to join in such inspection. Failure to join in such inspection will not release student from charges assessed.
- G. Student will limit visitors to a two (2) week maximum visit, cumulative per semester. Guests of more than 72 hours at any one time must be registered with the Area Office. Student is responsible for guests’ behavior and damages.

VIII. Cancellation of Contract by Student

- A. Prior to check-in the student is responsible for notifying University Housing of cancellation of contract. Notification of cancellation **must be in writing. A PHONE CALL IS NOT AN ACCEPTABLE CANCELLATION.** Use the online cancellation form at www.housing.siu.edu/resources/student/forms. Cancellations made by mail or e-mail should include the student’s name, ID number (Dawg Tag), and reason for cancellation. Withdrawal or academic suspension does not automatically release the student from contract. Notification to another University Office will not cancel the contract.

Cancellation Date	Charges
15+ days prior to contract beginning date	\$75
14 days or less prior to contract beginning date	\$150
NO SHOW (failure to check-in more than 1 day after contract beginning date)	\$500
After check-in	\$400

- B. Students graduating at the end of the semester (Spring, Summer or Fall) must file an **Intent to Vacate Form** <http://housing.siu.edu/apartments/applications/intent> at least 7 days prior to moving out and be prepared to check out within a week of graduation. Exceptions may be considered for students who have children in school, to extend the check-out date to the day following school dismissal. **Otherwise, students are not allowed to remain in University Housing following graduation.**

- C. All students must fill out an ***Intent to Vacate Form*** at least 7 days prior to moving out of their apartment. This form can be found at <http://housing.siu.edu/apartments/applications/intent>.

IX. Cancellation of Contract by University Housing

- A. University Housing may cancel this contract for any breach listed below. The student agrees to vacate the apartment 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 eviction proceedings.
- B. This contract is breached if:
1. Student is no longer enrolled full time.
 2. Student or family member is involved in any preponderant violation of a University Housing rule and/or the Student Conduct Code.
 3. Student fails to pay charges when due. The University may, at any time after the charges are due, demand payment and notify student in writing that unless payment is made within the time mentioned in the notice (not less than [5] days after receipt), the contract will be cancelled. If student remains in default after demand of payment by University Housing, the University may bring a summary proceeding, action or suit. Charges will be assessed to the student for each step necessary for eviction procedures and any legal costs incurred.
 4. The student at any time before or during the term of contract provides false information.
 5. Student or family member is dismissed from the University by any reason of disciplinary action or academic suspension.
 6. Behavior of student, family member or sub-tenant indicates life or health of self or others may be in danger. This is at management's discretion, with immediate eviction.
 7. Student or family member is conducting an organized business for remunerative purposes from the apartment.
 8. Student, family or guests are responsible for damage to the apartment, building and/or grounds.
 9. Student fails to notify University Housing in writing of the inability to claim the apartment before the close of business one (1) day following the beginning date of contract. Such student is considered a No Show.
- C. The University reserves the right to refuse to issue or to cancel a contract based on if the student's or family member's record of conviction for serious crime(s).

X. Extenuating Circumstances and Disputes

- A. Student may request relief from any of the above terms by submitting a petition to University Housing on the current form available from the Area Office, the Contracts Office or online.
- B. University Housing shall have the sole decision on the matter of such petition. Petitions should include documents of verification.
- C. Petitions must be filed within one year of the event claimed as the basis of the cause of the action.
- D. Petitions are a paper process and subject to review by the University Housing Petitions Review Committee within three (3) weeks of submittal when classes are in session.

**University Housing
Student Services Building
Mail Code 6716
Southern Illinois University Carbondale
1263 Lincoln Drive
Carbondale, Illinois 62901**

DIRECTORY INFORMATION

Graduate & Family Services **618.453.5767**

Public School Information

Unity Point School (K – 8) 618-529-4151

Carbondale High School 618-457-3371

Child Care Services

SIU Rainbow’s End 618-453-6358

Child Care Resource & Referral 800-548-5563

General

Bursar 618.453.2221

Financial Aid 618.453.4334

Graduate School 618.536.7791

Saluki 411 618.453.SIUC

Saluki Express (Bus) 618.453.5749

Student Center 618.536.3351

Student Rights & Responsibilities 618.536.2338

www.housing.siu.edu

housing@siu.edu