

# University Housing Contract Terms

Fall 2017/Spring 2018

## I. Formation of Contract

- A. The student resident ("resident") agrees to comply with the University Housing Contract Terms and rules and regulations as outlined in the *Resident Handbook*, available online at [housing.siu.edu/handbook](http://housing.siu.edu/handbook).
- B. This contract is binding when accepted by University Housing.
- C. This contract is for the entire academic year or balance thereof. Opening and closing dates are posted online.
- D. The residence halls will be closed between semesters and during University breaks, with the exception of designated break housing. Oncampus apartments will remain open. Summer semester is not included in this contract.
- E. Rates are subject to approval by the SIU Board of Trustees and are available online at [housing.siu.edu/rates](http://housing.siu.edu/rates).

## II. Assignment of Space

- A. This contract does not guarantee a specific room or apartment assignment.
- B. Residents generally self-select rooms or apartments based upon availability during the prescribed room selection dates. Rooms and roommates are assigned to residents who do not self-select.
- C. University Housing reserves the right to: change the space assignment of a resident at any time; authorize or deny room and roommate changes; consolidate vacancies; change the designation or restriction of an apartment, room, floor or building; and designate spaces as over-assigned (a temporary assignment to an over-assigned space may be made until a permanent space is available).
- D. Living Learning Community spaces are designated based upon anticipated program enrollment and may be modified.
- E. Residents in an under-assigned room with one or more empty bed(s) must either: pay the single room rate; find their own roommate; be consolidated by University Housing with another resident; or, if offered by University Housing, remain in the room and leave half the room readily available to accept a new roommate at any time at the discretion of University Housing. Failure to accommodate an immediate roommate may result in the assessment of single room charges.
- F. Southern Illinois University Carbondale provides 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.

## III. Eligibility

- A. Resident must be a full-time, SIU Carbondale student.
- B. Occupancy is restricted to the contracted resident(s). No one else is permitted to reside in the room or apartment.
- C. Student must meet additional eligibility requirements for oncampus apartment living. Eligibility requirements are available online at [housing.siu.edu/apartments/applications/eligibility](http://housing.siu.edu/apartments/applications/eligibility).

## IV. Contract Payments and Charges

- A. Resident agrees to pay the University the applicable room, apartment, and dining plan charges billed to their Bursar account.
- B. Resident also agrees to pay a charge or fine for the following, and for related items listed in the *Resident Handbook*, if applicable:
  1. Single room (the rate is available online). Residents who contract for a single room and then request to be converted to a double room after checking in will be charged a \$500 contract change fee and will be reassigned to a double room with a roommate.
  2. Break housing (residence hall residents only)
  3. Damages beyond normal wear and tear to the room, apartment, and commons areas.
  4. Dining hall violations.
  5. Lost keys and/or fobs.
  6. Lounge furniture misuse.
  7. Tampering with window safety devices.
  8. Improper check out. A proper checkout occurs when the resident makes an appointment to check out at a specific, agreed upon time with a resident assistant at least 24 hours in advance of the preferred checkout time.
  9. Collection and/or administrative charges on delinquent accounts.
- C. Any financial aid funds distributed by the Financial Aid Office that are available for payment of current University Housing charges will 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 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 resident and resident'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.
  4. Residents may, at their own expense, purchase insurance for coverage of loss due to the above mentioned circumstances. Contact an insurance carrier to discuss options.

## VI. Responsibility

- A. During the term of this contract, resident will maintain room, apartment, fixtures and furnishings in good condition and will return these items in the same condition, allowing for reasonable wear and tear.
- B. Resident will keep the premises in a clean and orderly condition and shall refrain from creating any condition that may be considered detrimental to the health or safety of the resident 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 resident will result in charges assessed by the University.

- C. Upon cancellation of this contract, University Housing will inspect the premises and provide resident with damages and charges, if applicable, for which resident is responsible.

**VII. Cancellation of Contract by Resident**

- A. The resident 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.** The resident must follow cancellation procedures online at [housing.siu.edu/cancellations](http://housing.siu.edu/cancellations). Withdrawal or academic suspension does not automatically release resident from contract.
- B. Cancellation fees are listed below. Prepayments are applied towards cancellation fees.
- C. If the resident vacates or abandons a room and leaves any personal property in the room, such property shall be deemed abandoned by the resident. Abandoned property will be handled in accordance with University Housing procedures and the resident will be charged room and board up to the point that he/she is officially checked out of the room.

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

- A. University Housing may cancel this contract for any breach listed below. There is a breach of contract if:
  - 1. The resident is no longer a full-time, SIU Carbondale student and remains unenrolled for the remainder of the contract term.
  - 2. Any charges that remain unpaid by the resident after the first University statement of account upon which it appears.
  - 3. Resident is involved in any preponderant violation of a University or University Housing rule and/or the Student Conduct Code.
  - 4. The resident at any time provides false information or withholds information.
  - 5. Residents who fail to notify University Housing in writing of their inability to claim the room space and do not check in by the first day of classes may have their room assigned to another student. Residents who do not check in before August 31, 2017 will be considered a "No Show" and cancellation fees will apply. See "Cancellation Fees" below.
  - 6. Behavior of the resident indicates life or health of residents may be in danger. This is at management's discretion, with immediate eviction.
- B. In the event of cancellation of contract by University Housing, the resident agrees to vacate the room or apartment and cease using all University 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 resident's room and resident'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 resident agrees to pay for the University's reasonable attorney fees and costs.
- 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 resident's University account is past due on July 1, 2017. Cancellation fees are listed below.
- E. The University reserves the right to refuse to issue or to cancel a contract if the resident 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 resident agrees to vacate promptly. The resident's University account will be credited for the portion of room and meals charges that represents the cost of operation which will be saved because of such cancellation.

**IX. Cancellation Fees**

- A. Whether the contract is cancelled by the resident or by University Housing, the following fees apply. Any prepayments will be applied to cancellation charges.

CANCELLATION DATES	CANCELLATION CHARGES
Before June 1, 2017	\$150
June 1, 2017 through August 11, 2017	\$500
After August 11, if still enrolled during the contract term	Room charges for the remainder of the contract

- B. If the resident 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.
- C. No show students who are not enrolled in classes will have their contract cancelled and will be charged the cancellation fee, as shown above. No show students who are enrolled will continue to be billed applicable room, apartment, and dining plan charges until they cancel their contract.

**X. Extenuating Circumstances and Disputes**

- A. A resident 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 resident. The petition form is available online at [housing.siu.edu/forms](http://housing.siu.edu/forms).
- 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.

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