

University Housing Contract Terms

Evergreen Terrace and Elizabeth Apartments Graduate and Family Housing 2018-2019

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.
- B. This contract is binding when accepted by University Housing.
- C. This contract covers the entire fiscal year (July 1 – June 30) or balance thereof. Occupancy shall begin with the effective date stated on the contract and end when contract is terminated.
- D. Rates are subject to approval by the SIU Board of Trustees and are available online at housing.siu.edu/rates.

II. Assignment of Space

- A. This contract does not guarantee a specific apartment or building.
- B. University Housing reserves the right to change the space assignment of a resident at any time.
- C. 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. If resident is a full-time student during the Spring semester, has a contract for the following year, and is registered for Fall classes, they will not have to register for Summer classes.
- B. Occupancy is restricted to the contracted resident(s) and their spouse, domestic partner and/or children. No other adults or children are permitted to reside in the apartment, with the exception of an eligible, registered sub-tenant in graduate housing.
- C. Resident must meet additional eligibility requirements for on-campus apartment living. Eligibility requirements are available online at housing.siu.edu/apartments/applications/eligibility.
- D. Resident 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.

IV. Contract Payments and Charges

- A. Resident agrees to pay the University the applicable charges as 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. Damages beyond normal wear and tear to the apartment and common areas.
 - 2. Lost keys and/or fobs.
 - 3. Trash removal.
 - 4. Improper check out. A proper check out 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.
 - 5. After hours lock outs.
 - 6. Collection and/or administrative charges on delinquent accounts.
- C. When the University obtains judgement from a court of competent jurisdiction, the resident shall also pay the University's reasonable costs and attorney fees.
- D. 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. The loss due to damages and personal injury resulting from the use of playground or recreation equipment.
 - 5. 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 or completion of the term specified in this contract, University Housing will inspect the premises and provide resident with damages and charges, if applicable, for which resident is responsible.
- D. Resident 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.
- E. Failure to renew contract by the end of current contract will result in eviction.
- F. Resident is responsible for sub-tenant behavior and damages.
- G. Resident will limit visitors to a two (2) week maximum visit, cumulative per semester. Guests of more than 24 hours at any one time must be registered with the Area Office. Resident is responsible for guests' behavior and damages.

VII. Cancellation of Contract by Resident

- A. 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. 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 apartment and leaves behind any personal property, 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.

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. Resident is no longer a full-time, SIU Carbondale student and remains unenrolled for the remainder of the contract term.
 - 2. Resident has any Housing charges that remain unpaid after the first University statement of account.
 - 3. Resident is involved in any preponderant violation of a University or University Housing rule and/or the Student Conduct Code.
 - 4. Resident at any time provides false information or withholds information.
 - 5. Resident does not check in by the close of business one (1) day following the beginning date of contract. Residents who fail to notify University Housing in writing of their inability to check in by the close of business one (1) day following the beginning date of the contract will be considered a "No Show" and cancellation fees will apply. See "Cancellation Fees" below.
 - 6. Resident or family member is dismissed from the University by any reason of disciplinary action or academic suspension.
 - 7. Resident or family member is conducting an organized business for remunerative purposes from the apartment.
 - 8. Resident, family or guests are responsible for damage to the apartment, building and/or grounds.
 - 9. Behavior of the resident, family or sub-tenant 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 apartment 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.
- E. The University reserves the right to refuse to issue or to cancel a contract if the resident or family member 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 adjusted accordingly.

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
31 DAYS OR MORE prior to contract beginning date	\$150
30 DAYS OR LESS prior to contract beginning date	\$500
NO SHOW (failure to check-in more than 1 day after contract beginning date)	\$500
After check-in	Rent 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 rent charges to the date of check out plus \$500.
- C. All residents must fill out an **Intent to Vacate Form** at least seven (7) days prior to moving out of their apartment. This form can be found online at housing.siu.edu/forms.
- D. Residents graduating at the end of the semester (Spring, Summer or Fall) must file an **Intent to Vacate Form** at least seven (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, residents are not allowed to remain in University Housing following graduation.**

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.
- 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.