

**Academic Year 2017-2018
Residence Hall Contract**

GENERAL CONDITION: I am a student enrolled at the University of Illinois at Urbana-Champaign. If I am new to University Housing, I must complete the Contract Signature process and pay a \$150 advance payment and \$50 non-refundable application fee through the Online Housing Contract. If I have received a waiver from these payments, I must complete the Contract Signature process only.

I am not entitled to a housing assignment and my placement in University Housing is contingent upon available space. If space is not available, the University may terminate this Contract and refund my \$150 advance payment. I agree to accept any accommodation the University assigns to me, including temporary space.

I can expect to receive a specific room assignment no earlier than July but later if my application is received after May 15. I should not make other housing arrangements before checking with University Housing on the status of my room assignment.

1) PAYMENTS:

- a) For the term of this Contract, I will pay to the University the applicable rate for the housing space assigned to me and for the meal plan I select.
- b) I agree to be billed for each semester of the academic year separately through University Student Financial Services & Cashier Operations (USFSCO). I may refer to the USFSCO website for billing information: <http://www.usfscouillinois.edu/Billing.html>, and my advance payment will be applied to my Spring Semester charge.
- c) The University may, in its sole discretion and in accordance with University rules and regulations, withhold services from me or cancel this Contract if I fail to satisfy my financial obligations.
- d) If I am a returning Resident to University Housing Undergraduate Residence Halls, I may be eligible for a constant rate in accordance with the University Housing Constant Rate Policy.

2) DURATION OF THE CONTRACT: This Contract is binding upon me, or upon my parent or guardian if I am under 18 years of age, for the entire period selected by me in the Online Housing Contract, unless terminated by me in accordance with the following requirements:

- a) **Termination deadlines for new housing applicants.** If I want to terminate this Contract for any reason other than those specifically described in sections 11a through 11i below, I must submit my request online or in writing to the Housing Information Office,
 - i) by April 15, 2017 for 12 month-contractees;
 - ii) by May 15, 2017 for new first time contractees for the Fall semester (for a full academic year);
 - iii) or by December 1, 2017 for new contractees applying to only the Spring semester.
- b) **Termination deadlines for returning or continuing students:** If I want to terminate this Contract for any reason other than those specifically described in sections 11a through 11i below, I must submit my request online or in writing to the Housing Information Office within 30 days of signing the contract during the Housing Sign-Up process (October 4, 2016-April 15, 2017); If I contract as a returning resident outside of the Housing Sign-Up Process (after April 15, 2017) my contract will be binding immediately without the 30 day cancellation period.
- c) If I am either a new housing applicant or a returning/continuing student and I leave the University during the duration of this Contract, but register again during the same academic year, I must fulfill the terms of this Contract.

3) GENERAL PROVISIONS:

- a) I must be enrolled at the University of Illinois to live in the Residence Halls. I must notify University Housing in writing no later than 10 days after I withdraw from the University or move out of the Residence Halls.
- b) I may not sell, sublease, or assign this Contract to anyone.
- c) I must comply with all University and Residence Hall rules and regulations governing the conduct of students whether now in effect or later adopted and published by the University during the term of this Contract. I may access all postings of University Housing regulations in the Hallmarks section of the University Housing website at www.housing.illinois.edu/hallmarks.
- d) I grant the University permission to: record my participation and appearance on videotape, audiotape, film, photograph or any other medium, whether now known or hereafter conceived or created (collectively, "Recordings"); use my name, likeness, voice and biographical material in connection with such Recordings; exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any legal purpose; including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such Recordings in its own name or to

publish, to market and to license or assign rights in such Recordings without consideration, compensation, accounting or report to me.

- e) I am responsible for the conduct of my guests, and I must obey visitation and guest regulations.
 - f) The University may terminate this Contract by written notice if I fail to comply with any provision of this Contract or any University Housing rules or regulations.
 - g) Smoking, halogen lamps, cooking in rooms, storage of cooking equipment, gambling, controlled substances, firearms, weapons, fireworks, commercial activity (with the exception of Innovation LLC), and the housing of pets or laboratory specimens are prohibited in the Residence Halls.
 - h) I will comply with state, University, and Residence Hall regulations regarding alcoholic beverages.
 - i) The University may make assignments and reassignments of space in its sole discretion. **I will accept any accommodations to which I am assigned or reassigned.** If I am participating in the Beckwith program, I may receive assignments based on my compliance with the requirements established in the Transitional Disability Management Plan.
 - j) After occupancy, I may change rooms only with the prior approval of my Resident/Complex Director.
 - k) I am subject to the Student Code and may be required to move into another space or leave the Residence Halls in accordance with the University disciplinary system.
 - l) If a vacancy occurs in my room, I agree to accept another roommate as assigned, or move into another room if requested, or pay an increased rate for occupying the room with fewer occupants.
 - m) The University may consolidate vacancies.
 - n) The University may elect not to enter into this Contract or may terminate the Contract without penalty if, in the University's sole discretion, I represent a threat to the health or safety of University students, employees, or guests.
 - o) The University may, in its sole discretion, determine that my past behavior or criminal activity is such that the interests of the University or its students/faculty/staff would best be served by alteration or cancellation of this Contract. If the University becomes aware that I have a record of criminal convictions, adjudications, or other actions that could pose a risk to person or property or could be injurious or disruptive to the residence hall or apartment community environment, the University may refuse to enter into or may terminate this Contract.
 - p) **Rooms with shared bathrooms:** I understand that State of Illinois Life Safety Codes permit rooms with shared bathrooms to be locked **only** from inside the bathroom.
 - q) **Telephone Service:** Courtesy phones are available in every University Residence Hall.
- 4) **DATES OF OCCUPANCY (Refer to the online University Housing Calendar for current and specific dates, <http://housing.illinois.edu/dates>):**
- a) **Move-In**
I may move into my assigned room on or after the beginning of the term of this Contract, as indicated in the Online Housing Contract. The University will not hold my room for me **beyond the first day of classes** unless I notify the University in writing of my intention to occupy the space at a later date. The University will not issue any refunds for the period the space is held unoccupied. **My failure to occupy the assigned space does NOT cancel this Contract.**
 - b) **Early Arrival**
The University may, at its sole discretion, accommodate a request for occupancy prior to the move-in date. There is an additional cost for each night that I occupy my room prior to the move-in date, which will be billed to my account.
 - c) **Break Housing**
 - Undergraduate Halls**
Undergraduate Residence Halls are closed during extended periods when classes are not in session and between semesters. These periods are not included in my Contract, and the University may use Residence Halls for University guests attending conferences or other educational meetings during these periods. If I wish to reside in a designated Break Housing hall during a break period, I must sign a Break Housing Contract. Additional fees will apply. If I access a building during a break period without having entered into a Break Housing Contract, I will be assessed the full break housing charge and will be subject to the University Housing judicial process, and University Police may cite me for trespassing.
 - Graduate Upper-Division Halls**
Sherman and Daniels Halls remain open and do not close for Fall Break (November), Winter Break, or Spring Break (March). There is no charge for occupancy between semesters if I reside in one of the halls for the entire two semesters (three semesters if a 12-month contract). If I am released from my Contract according to a provision in Section 11 of this Contract and do not complete the entire two semesters, I will retroactively be charged a daily rate for the days occupied during semester breaks. If this Contract is canceled prior to semester breaks, I must request approval from the Resident/Complex Director and will be charged a daily rate for actual dates of occupancy.

d) **Move-Out**

I understand that I am required to vacate the residence hall room within 24 hours after my last final examination each semester, or by the official closing time, whichever comes first.

e) **Late Departure**

To request a late departure, I must submit a late departure request to the Resident/Complex Director to stay after the move-out date. Upon approval, I will be assessed an additional daily fee for the duration of the extended stay.

5) **DINING SERVICE (Refer to the online University Housing Calendar for current and specific dates, www.housing.illinois.edu/dates):**

Undergraduate Halls: Dining service begins as posted on the University Housing website and continues through lunch on the last day of final examinations each semester. Meals are not served when the University is not in session or between semesters. Dining service is included in all undergraduate hall contracts; the minimum plan allowed is 12 Classic Meals 15 Credits. There are several other meal plan options from which to choose. I may change my meal plan selection during the first four weeks of the contract for the fall term, and during the first three weeks of the contract for the spring term. After these periods, no further changes may be made.

Graduate Upper-Division Halls: Dining Service is offered in nearby Undergraduate Residence Halls and is optional.

Break Housing Meals: Limited meal service may be provided during break housing periods. The cost of these meals is not automatically included and if available, additional fees will apply.

6) **RESPONSIBILITY FOR ROOM AND FURNISHINGS:** I shall be responsible for maintaining my room in a reasonable condition at all times and will correct any abuse called to my attention by University representatives. **Room furnishings shall not be removed without approval by the appropriate University official.** Public area or lounge furnishings shall not be moved into my room. All damage to University property in my room during the term of my occupancy is my responsibility. **University Housing may enter my room at any time, including weekends, holidays, and vacation periods, for routine maintenance and building service work, life safety inspections, and for emergency purposes.**

Graduate Upper-Division Halls: Every student room is equipped with a Microfridge (a combination refrigerator, freezer, and microwave). These units are not optional, and remain in each room at no extra charge to me. I must clean and defrost my unit. Upon checking out of the hall, the unit must be left cleaned, defrosted, and in good condition.

7) **DAMAGE BILLING:** I am responsible for damages to University Housing property (including repair and cleaning costs) attributable to me or my guest(s).

8) **LOSS OF PROPERTY:** I am responsible for the security of my own property. The University will accept no responsibility for theft, damage, or other loss of my money, valuables, or personal effects in or on University property, including storage areas. Any personal effects, valuables, or other property I leave in the halls or on the premises after expiration of this Contract shall be considered abandoned property and may be retained by the University as its property or may be disposed of by the University through sale, donation, or in such other manner as the University in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of the University.

In order to protect myself from losses, **the University strongly encourages me to review my current homeowner's policy or to purchase renter's insurance through a private insurance carrier licensed by the State of Illinois.**

9) **CHANGES TO CONTRACT:** The University reserves the right to make changes to the "Residence Hall Contract" or the applicable rates during the term of this Contract with 30 days' notice.

10) **HOUSING SHORTAGE OR EMERGENCY:** In the event of a student housing shortage, the University may increase the occupancy of residence hall rooms or assign me to other housing units, particularly large doubles, and lounges. In the event of a national or regional emergency, the University may move or reassign me to a different housing unit and increase the occupancy of rooms. The University may implement a limited menu dining service and consolidate serving units in the event of an emergency.

11) **RELEASE PROVISIONS AND CONTRACT FEE:** At the sole discretion of the University, I may be released from this Contract without payment of a settlement fee if I:

- a) no longer attend the University;
- b) graduate after signing the Contract, notify the hall office, and leave the residence hall before the beginning of the following semester. There is no refund if my graduation takes place earlier than the end of the semester;
- c) get married after this Contract is signed and will reside with my spouse in the Champaign-Urbana area;
- d) suffer a significant, unforeseen health ailment occurring after the Contract cancellation deadline which results in a medical withdrawal. A request for release for this reason must be documented by me and reviewed and approved by the Director of Housing or designee in his or her sole discretion;
- e) continue enrollment at the University but am given in absentia status by my department;
- f) am approved for reciprocity transfer. The University may, in its sole discretion, either approve or deny such transfer. The Residence Hall Contract cannot be canceled under this provision unless approval is received. Conversely, if I am an undergraduate student who has a housing contract with any other University Certified Housing unit participating in the reciprocal program, I may cancel my contract without penalty. I may qualify for reciprocity transfer if I am a:
 - i) **new, first-time attending undergraduate:** If I arrive on campus for Fall 2017 or Spring 2018 semester and have a contract with the University of Illinois Undergraduate Residence Halls, I may cancel my housing contract without penalty to contract with any other University Certified Housing unit participating in the reciprocal program any time through August 24, 2017 for the Fall Semester and through November 15, 2017 for the Spring Semester, providing I meet established criteria for release;
 - ii) **continuing undergraduate UIUC student who was on campus before Fall 2017:** I may cancel my 2017-2018 contract with the University of Illinois Residence Halls without penalty to move to any other University Certified Housing unit participating in the reciprocal program any time through May 15, 2017 for Fall Semester, or November 15, 2017 for Spring Semester, providing I meet established criteria for release;
- g) relocate to University-owned Family and Graduate Housing
- h) participate in Study Abroad, Co-op, Internship Program, or Student Teaching out of the Champaign-Urbana area; or
- i) am called to active duty for military service.

If any of subsections 11a through 11i apply and the University releases me from this Contract prior to the start of the Contract period, the Contract charge will be eliminated in its entirety. If any of subsections 11a through 11i apply and the University releases me from the Contract after the Contract period has commenced, the Contract charge will be prorated in accordance with Section 13b.

If none of subsections 11a through 11i apply and I request release from my Contract prior to the start of the Contract period, I will owe 50% of the entire Contract amount, less any amount paid prior to the date of approved cancellation. If none of subsections 11a through 11i apply and I request release after the Contract period has begun, the University will prorate non-refundable room and board charges in accordance with Section 13b. In addition, I will owe 75% of the remaining nights of room and board in the Contract period. For purposes of this paragraph, the entire Contract amount is determined by the contract option I originally selected when entering into this Contract or which were in place fifteen (15) days prior to the date upon which I request release from my Contract.

If I am dismissed for disciplinary reasons, I will be responsible for the entire balance of my Contract at the date of cancellation.

The settlement fee reflects approximate damages suffered by the University for Early Termination and is not a penalty.

12) **REFUND OF ADVANCE PAYMENT UPON RELEASE FROM CONTRACT:**

- a) **Full Refund:** Full refunds of my advance payment may be received under either of the two conditions described below:
 - i) **Except as described in 12c below,** I may receive a full refund of my \$150 advance payment if I submit a Contract Cancel Request form online, or mail a written request for cancellation to the address in Section 13a, submitted (online) or postmarked (mail) by the following deadlines:
 - (1) April 15 2017 for 12 month-contractees;

- (2) May 15, 2017 for new first time contractees for the Fall semester (for contracts lasting one academic year);
 - (3) December 1, 2017 for new contractees applying to only the Spring semester; or
 - (4) within 30 days of signing the contract during the Housing Sign-Up process (October 4, 2016-April 15, 2017) for returning residents;
- ii) For cancellation requests made after the deadlines described in 12(a)(i), a refund of the entire advance payment will be made only for the reasons listed in 11a through 11i, provided notification of cancellation is received by Housing in writing with verification enclosed from a University department, or physician, or a copy of a marriage license, governmental agency, and subject to approval by the appropriate University official.
- b) **No Refund:** Except as provided in Section 12a, the entire \$150 advance payment is forfeited if the request for cancellation is not submitted (online) or postmarked (mail) on or before
 - i) April 15, 2017 for 12 month-contractees;
 - ii) May 15, 2017 for new first time contractees for the Fall semester;
 - iii) December 1, 2017 for new contractees applying to only the Spring semester.
 - iv) within 30 days of signing the contract during the Housing Sign-Up process (October 4, 2016-April 15, 2017) for returning residents;
 - c) **For All Contractees:** If I contract as returning resident outside of the Housing Sign-Up Process (after April 15, 2017) my contract will be binding immediately without the 30 day cancellation period. If I cancel my Contract after this time I will forfeit the \$150 advance payment.
 - d) **If I am dismissed for disciplinary reasons, I will not receive a refund.**

13) **REQUEST FOR CANCELLATION OR RELEASE FROM CONTRACT:**

- a) **Before Occupancy:** Online submission of a Cancel Request form, or a written request for cancellation before the commencement of my occupancy period for my Contract should be addressed to: Housing Information Office, 100 Clark Hall, 1203 South Fourth Street, Champaign, IL 61820. I should indicate the reason for requesting cancellation and mail the request only to the above address. **I will not include the request in mail sent to other University offices. Housing is not notified of cancellation from other offices within the University and must be notified separately.** See Section 12 concerning advance payment forfeiture.
 - b) **After Occupancy:** After my occupancy period begins, I must initiate at my hall office any request to be released from this Contract. Reasons for release are listed in Section 11. These reasons must be documented by me and verified by appropriate University staff. If a release is approved by the appropriate University official, my account will be credited for the prorated semester room and board rate for my selected plan. Proration of the room rate credit is based on a daily rate and is effective on the date of cancellation. Proration of the board rate is effective beginning the Sunday following the date of cancellation. Any prorated refund will not extend beyond the 14th week of each semester. The \$150 advance payment will be distributed as described in Section 12. **If I vacate my assigned space before the end of the Contract period without written notification to the hall office and approval by the appropriate University official, I will be held responsible for the entire Contract fee.**
- 14) **SEVERABILITY:** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of the Contract.
- 15) **WAIVER:** The failure of the University to enforce any provision of this Contract shall not waive the University's right to later enforce that or any provision of this Contract.

This is your copy of the Residence Halls Contract. Keep this for your records.

FOR MORE INFORMATION ON UNIVERSITY HOUSING CONTRACTS AND ASSIGNMENTS:

Housing Information Office

University of Illinois at Urbana-Champaign

100 Clark Hall

1203 S. Fourth Street

Champaign, IL 61820-6982

Phone: (217) 333-7111

Fax: (217) 244-7073

E-mail: housing@illinois.edu

www.housing.illinois.edu

All questions concerning this Contract should be directed only to the University Housing Information Office. Other staff members, including but not limited to, desk staff, hall staff, and RAs are not trained to interpret the Housing Contract.

The commitment of the University of Illinois to the most fundamental principles of academic freedom, equality of opportunity, and human dignity requires that decisions involving students and employees be based on individual merit and be free from invidious discrimination in all its forms. It is the policy of the University of Illinois not to engage in discrimination or harassment against any person because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, status as a protected veteran, or status as a qualified individual with a disability, and to comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. This nondiscrimination policy applies to admissions, employment, access to and treatment in each University program and activity. Complaints of invidious discrimination prohibited by University policy are to be resolved within existing University procedures.

For additional information or assistance on the equal opportunity, affirmative action and harassment policies of the University, please contact:

Director of Equal Opportunity and Access (Title IX, ADA and 504 Coordinator), 100 Swanlund Administration Building, 601 East John Street, Champaign, Illinois 61820, (217) 333-0885.