

## **UIS Housing Contract Terms and Conditions:**

### HOUSING CONTRACT

By entering into this Contract, I agree to be bound by all of its terms and conditions, as well as all rules and regulations of the University of Illinois Springfield (“University”) now or later to be in effect, including those relating to the Department of Residence Life operations. I understand that the Department of Residence Life (“DRL”) administers this Contract on behalf of the Board of Trustees of the University of Illinois and that all questions should be directed to DRL staff.

Policies and documents referenced in this Contract are subject to change, and such changes and additions will be emailed to the Contract holder’s University email account. I acknowledge that any changes or additions shall become effective and binding on the date of such email being sent.

1. **ELIGIBILITY** I represent that I am a full-time student at the University of Illinois Springfield enrolled in a minimum of eight (8) credit hours. If at any time I fall below this standard, for whatever reason, I must immediately notify DRL in writing. I agree to vacate the premises within forty-eight (48) hours of the loss of eligibility unless alternative arrangements are approved in writing by DRL staff. I will be responsible for all applicable cancellation charges provided for in this Contract. I understand that in its sole discretion, DRL may deny me placement in University housing as a result of my past or current behavior, including breach of contract, any criminal or disciplinary history indicating a possible risk to the security, safety, or health of any person or property, or the risk of disruption of University operations.

#### 2. HOUSING ASSIGNMENT

##### 2.1 Assignment

I understand that I am not entitled to a housing assignment and that my placement is contingent upon available space. If space is not available, the University will terminate this Contract and refund any advanced payment made by me, consistent with the terms of this Contract.

I agree to accept any space DRL assigns to me, including temporary space.

I understand that I should not make other housing arrangements before confirming the status of my housing request, as I may not be eligible for cancellation of this Contract or a refund of my security deposit.

I will not assign this Contract to another person nor sublet my housing assignment to another person and will not allow anyone to live in my room unless University Housing has assigned them to the room.

##### 2.2 Reassignment & Vacancies

I may request a reassignment no earlier than three weeks after the start of the academic term. The University may approve or disapprove of such request in its sole discretion. I understand that DRL may reassign me to another space at any time if DRL determines it to be in the University’s best interests. Such interests include but are not limited to the more efficient use of space and conducting repairs or renovations. I agree to relocate to the new space within the time period requested, unless otherwise approved in writing by authorized DRL staff. I understand that if I fail to relocate as requested, I may be charged an increased rate (e.g., the rate for a single) and am responsible for any additional costs that the University incurs due to my non-compliance.

### 3. CONTRACT DURATION

I understand that the Contract term is for the entire academic year (Fall and Spring semesters), or the balance thereof if initially entering mid-year, and that the residence halls are closed during Summer Term. I must vacate the premises during these periods unless DRL has approved a petition to remain in the space and I have paid any applicable fees. Notice of exact term dates are published annually on the campus calendar on our Important Dates and Deadlines webpage ([www.uis.edu/residencelife/importantdates/](http://www.uis.edu/residencelife/importantdates/)). Summer Term is not covered by this Agreement. For security reasons, I am required to notify Residence Life if I will be in the residence hall during published breaks.

### 4. OCCUPANCY; CONTRACT EXTENSIONS

#### 4.1 Move-In

The specific dates of occupancy are posted on our Important Dates and Deadlines webpage ([www.uis.edu/residencelife/importantdates/](http://www.uis.edu/residencelife/importantdates/)). I am required to move into my assigned space by the end of the second day of the commencement of classes unless I have submitted a written request for late check in and received DRL written approval. If I fail to occupy the space without notice, I will be considered a No Show and risk losing my assigned space. In the event that I am a No Show, I will not receive any refunds for the period the space is held unoccupied. I understand that my failure to occupy the assigned space does not cancel this Contract.

#### 4.2 Early Arrival

I may request a Contract Extension to permit early arrival to participate in University-related groups or functions. If approved in writing by DRL staff, an occupancy fee of \$35 per night will be assessed. If I fail to make such a request and arrive early, I will be assessed an unauthorized occupancy fee of \$50 per night.

#### 4.3 Break Period Extensions

I may request Break Period housing during periods when residence halls are closed, pursuant to the process communicated by DRL. I understand I must be registered for the upcoming semester to be considered for Break Housing. Granting a request for Break Period housing is at the sole discretion of the University.

#### 4.4 Summer Housing Requests

I may request Summer Housing if I am enrolled for summer or if I have a local Internship over the summer. I understand that if my request is granted, charges will be posted to my University account based on a weekly rate. I understand DRL retains discretion to grant or deny my request and to determine which and how many will be available for summer housing.

#### 4.5 Move-Out

I will vacate my assigned space no later than twenty-four (24) hours after my last final examination of each term, the cessation of my academic eligibility, or the posted end of contract date; that which is earliest.

#### 4.6 Late Departure

I may request a Contract Extension to permit late departure to participate in University-related groups or functions. If approved in writing by DRL staff, an occupancy fee of \$35 per night will be assessed. If I fail to make such a request and stay beyond my move-out date, I will be assessed an unauthorized occupancy fee of \$50 per night.

### 5. HOUSING CHARGES & PAYMENTS

#### 5.1 Application Fee & Housing Security Deposit

I have paid a \$50 non-refundable application fee and a \$200 Housing Security Deposit. The deposit will be refunded, less any applicable charges or fees as provided in this Contract, within thirty (30) business days of the termination of this Contract, or as otherwise provided by applicable law.

#### 5.2 Room Rates

I agree to pay the University the applicable rate for the housing space assigned to me. Room rates for the applicable academic year can be found online at [www.uis.edu/residencelife/livingatuis/rates/](http://www.uis.edu/residencelife/livingatuis/rates/).

#### 5.3 Meal Plans

I understand that I must purchase a meal plan offered by UIS Food Service as a condition to living in a residence hall. Students living in apartments have the option, but are not required, to purchase a meal plan. If applicable, I agree to pay the University the rate for the meal plan I have selected. Meal plan options and rates can be found online at [www.uis.edu/foodservice/mealplans/](http://www.uis.edu/foodservice/mealplans/).

#### 5.4 Damages

I agree to use my living unit and all University property and furnishings in a proper and responsible manner at all times; I agree to surrender the same in good repair and condition as normal use dictates. I will be financially responsible for all damage (including, but not limited to, repair and cleaning costs) to my living unit and/or University property and furnishings, including damage by my guests.

#### 5.5 Payments

I agree to be billed for each semester of the academic year separately through University Student Financial Services & Cashier Operations ("USFSCO"). I understand that I will be assessed a service charge on all unpaid monthly balances of University charges. I may refer to the USFSCO website for billing information at <https://paymybill.uillinois.edu/>.

### 6. EARLY TERMINATION

#### 6.1 By University

The University reserves the right to cancel this Contract if I become delinquent on payments, breach any term of this Contract, or if it otherwise determines that my past or current behavior is such that the interests of the University or its students, faculty, or staff would best be served by cancellation of this Contract. Such behavior includes, but is not limited to, endangering persons or property, failure to comply with the UIS Student Conduct Code, DRL Policies, and possession of prohibited items. I will

remain responsible for the remaining 100% of my academic year room charges, and a \$350 breach of contract fee.

## 6.2 By Student

### 6.2.1 Request for Cancellation

I may request to cancel this Contract by submitting a written Contract Cancellation Request Form to DRL via fax, mail, or email. Forms are available at DRL or on our website ([www.uis.edu/residencelife](http://www.uis.edu/residencelife)). I understand that only written notification from DRL of a cancellation approval will terminate this Contract.

### 6.2.2 Grounds for Consideration

My request for cancellation will only be granted for the following reasons:

- Graduation at the end of the current term.
- Total academic withdrawal/non-registration from all UIS classes (including online courses) for the remainder of the contract period.
- Serious illness, medical or mental health condition which prevents me from attending class in person.
- Participation in academic-related experiences/internships off-campus and further than 40 miles outside the greater Springfield area.
- Death in the immediate family.
- Call-up or induction into active military service.
- Academic suspension; or
- Marriage.

I understand that it is my sole responsibility to provide all necessary supporting documentation and sufficient verification of the respective rationale and circumstances to the satisfaction of DRL.

### 6.2.3 Effective Date

If cancellation is approved, the effective date is the date the Request for Cancellation is approved by DRL. I must promptly and properly vacate the premises within forty-eight (48) hours of this date.

## 6.3 Fees & Charges

I agree to the following fees & charges schedule in the event: that 1) my Request for Cancellation is received by the date noted below and approved in writing by DRL, or 2) if the University cancels pursuant to 6.1:

For Academic Year Contracts:

Cancellation Date	Fee or Charge
On or Before April 30	No fees or charges
Between May 1 and May 31	\$100 cancellation fee
Between June 1 and August 1	\$250 cancellation fee
Between August 2 and the first day of Fall Semester classes	\$350 cancellation fee

Between the 1 <sup>st</sup> day and the 10 <sup>th</sup> day of class of the Fall Semester	\$350 cancellation fee Prorate for time occupied 50% of remaining contract cost
After the 10 <sup>th</sup> day of class of the Fall Semester through the end of the contract term in May	\$350 cancellation fee Prorate for time occupied 75% of remaining contract cost

#### For Spring Only Contracts

Cancellation Date	Fee or Charge
On or Before November 30	No fees or charges
Between December 1 <sup>st</sup> and December 15 <sup>th</sup>	\$100 cancellation fee
Between December 15 <sup>th</sup> and January 7 <sup>th</sup>	\$250 cancellation fee
Between January 8 <sup>th</sup> and the first day of class of the Spring Semester	\$350 cancellation fee
Between the 1 <sup>st</sup> day and the 10 <sup>th</sup> day of class of the Spring Semester	\$350 cancellation fee Prorate for time occupied 50% of remaining contract cost
After the 10 <sup>th</sup> day of class of the Spring Semester through the end of the contract in May	\$350 cancellation fee Prorate for time occupied 75% of remaining contract cost

- A. If I request cancellation due to induction into active military service, cancellation fees will be waived, and applicable housing charges will be refunded.
- B. If I request cancellation due to graduation, cancellation fees will be waived.
- C. If I participate in study abroad, internship program, or student teaching more than 40 miles outside the Springfield area, cancellation fees will be waived.
- D. If I vacate my assigned space before the end of the contract period without providing notice and receiving written approval for release, I will be held responsible for 100% of the contract balance.

#### 7. HOUSING RULES & CONDITIONS

I agree to comply with all applicable local, state, and federal laws and regulations, as well as all University and DRL policies applicable to students whether now in effect or later adopted and published by the University during the term of this Contract. Some relevant policies include but are not limited to:

UIS Alcoholic Beverages Policy (special attention to Article II):

[https://www.uis.edu/academicstaffhandbook/university-policies/alcoholic\\_beverages\\_policy/](https://www.uis.edu/academicstaffhandbook/university-policies/alcoholic_beverages_policy/)

UIS Drug and Alcohol Policy: <https://www.uis.edu/studentaffairs/policies/drugalcohol/>

UIS Student Conduct Code: <https://www.uis.edu/policy/student-conduct-code>

UIS DRL Community Handbook: <https://go.uis.edu/CommunityLivingGuide>

#### 8. MISCELLANEOUS TERMS

### 8.1 Amendment

This Contract is a legal document binding upon me and upon my parents or guardian if I am under 18 years of age. No proposed amendment to this Contract shall be valid unless made in writing and properly signed by an authorized university contract signatory.

### 8.2 Severability

If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the provisions shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of the Contract.

### 8.3 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.

### 8.4 Choice of Law

This Contract shall be construed by application of Illinois law without regard to its conflict rules.

## 9. LIABILITY

The University does not provide security or protection services as part of this Contract. The University is not responsible for and will not reimburse resident for damage or loss of personal effects resulting from third-party conduct, weather-related disturbances, other natural conditions, or malfunctioning of plumbing, appliances, or other facility-related systems. The University shall not be held responsible or liable for any personal injury, loss, theft, or damage incurred or sustained by residents or their guests. Each resident is responsible for insuring and securing their individual person and property and is strongly encouraged to secure personal renter's insurance or sufficient coverage under a parent's applicable homeowner's or renter's policy. Such policy coverage should be in continuous effect during the full period of on-campus residency, including breaks when residents may not be physically on campus. University parking facilities are used at resident or guest's own risk.

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