UNIVERSITY HOUSING

**Academic Year 2012-2013**
**Residence Hall Contract**

1. **GENERAL CONDITION:** The Student agrees to pay the applicable rate for the space assigned and meal plan selected **for the entire duration of the Contract.**

2. **PAYMENTS:** The University agrees to provide housing accommodations for the Student subject to the following conditions:
   a. Completion by Student of the Contract Signature step and payment of $150 advance payment and $50 non-refundable application fee (for students new to University Housing only), through the Housing Website Application. Students who receive a waiver from payments must complete the Contract Signature Step only. University acceptance of the Contract is contingent upon available space. If space is not available, the Contract will not be accepted and the $150 advance payment will be refunded. The Contract is for a space, and the Student agrees to accept any accommodation the University assigns, including temporary space. The Contract is valid and binding when submitted, received and accepted by the University. Specific room assignments will be sent out in July (or later if Contract is received after June 15). After completing a Residence Hall Contract Student should make no other housing arrangements before checking with University Housing concerning the status of their Contract, as it is binding when received and accepted, even if Student's room assignment has not been completed.
   b. The Student shall be billed for each semester of the academic year separately. The amount due each semester is billed through University Student Financial Services & Cashier Operations (USFSCO). Please refer to the USFSCO website for billing information: http://www.usfsco.uillinois.edu/Billing.html. The advance payment will be applied to the Student's Spring Semester charge.
   c. Student's failure to satisfy the financial obligations accrued under this Contract in accordance with the payment schedule outlined in Contract Section 2b may result, at the sole option of the University, in the withholding of services or Contract cancellation pursuant to University rules and regulations.
   d. Residents returning to University Housing Undergraduate Residence Halls for consecutive years may be eligible for a constant rate. Eligibility requirements are listed in the University Housing Constant Rate Policy.

3. **DURATION OF THE CONTRACT**: The Contract is binding upon the Student (or Student's guardian if the Student is under eighteen years of age) for the entire period selected by the Student in the Housing Website Application. After executing a Contract for space in the University Residence Halls, the Student is required to fulfill the Contract unless a written request for release is received by the University, postmarked on or before May 15, 2012. If the Student leaves the University, but registers again during that same academic year, the Student is obligated to fulfill the terms of the Contract. THE CONTRACT CANNOT BE CANCELLED AFTER MAY 15, 2012 FOR A CONTRACT BEGINNING THE FOLLOWING FALL SEMESTER, OR AFTER DECEMBER 1, 2012 FOR A CONTRACT BEGINNING THE FOLLOWING SPRING SEMESTER, EXCEPT AS PROVIDED IN SECTION 11.
   a. Students who complete **Room Reassignment** are required to fulfill the Contract unless a written request for release is received by the University, postmarked on or before **March 1, 2012**. If the Student leaves the University, but registers again during that same academic year, the Student is obligated to fulfill the terms of the Contract. THE CONTRACT CANNOT BE CANCELLED AFTER March 1, 2012 FOR A CONTRACT BEGINNING THE FOLLOWING FALL SEMESTER, OR AFTER DECEMBER 1, 2012 FOR A CONTRACT BEGINNING THE FOLLOWING SPRING SEMESTER, EXCEPT AS PROVIDED IN SECTION 11.

4. **GENERAL PROVISIONS:**
   a. A Student must be enrolled at the University of Illinois to live in the Residence Halls. **Student must notify University Housing in writing within ten days** of Student withdrawing from the University and/or moving out of the Residence Halls.
   b. The Student agrees not to sell, sublease, or assign the Contract to anyone.
   c. The Student agrees to comply with all University and Residence Hall rules and regulations governing the conduct of students which are now in effect and any that may be adopted and published by the University during the term of the Student's Contract. University housing posts all regulations in the Hallmarks section of its website. Student may access at www.housing.illinois.edu/hallmarks.
   d. Students are responsible for the conduct of their guests, and the Student agrees to obey visitation and guest regulations.

e. The University reserves the right to terminate the Contract by written notice if a Student fails to comply with any of the terms and conditions of the Contract or any University Housing rules and regulations.
f. Smoking, halogen lamps, cooking in rooms, storage of cooking equipment, gambling, narcotics, controlled drugs, 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.
g. The Student agrees to comply with the state, University, and residence hall regulations regarding alcoholic beverages.
h. While every effort will be made to comply with Student preferences, full authority is reserved by the University to make assignments (and/or reassignments) of space in accordance with determinations made by the University. **The Student agrees to accept any accommodations she/he is assigned or reassigned.** Students who are participating in the Beckwith program may receive assignments based on their compliance with the requirement in the Transitional Disability Management Plan.
i. After occupancy, changes in room assignment may be made only with the prior approval of the Student's Resident/Complex Director.
j. In addition to the terms of this Contract, students are subject to the Student Code and may be required to move into another space or leave the Residence Halls, pursuant to sanctions imposed under the University disciplinary system.
k. If a vacancy occurs in a room with more than one Student, the remaining Student(s) agrees 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.
l. The University reserves the right to consolidate vacancies.
m. The University reserves the right not to enter into (and/or terminate) a residence hall contract for anyone who, in the sole judgment of the University, represents a threat to the health or safety of University students, employees, or other University constituents.
n. The University reserves the right, at its sole discretion, to determine that past behavior and/or criminal activity of Student is such that the interests of the University, the Student, and/or other students would best be served by alteration or cancellation of a University of Illinois Housing Contract. If the University becomes aware that a resident has a record of criminal conviction(s); adjudication(s); or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall or apartment community environment, the University may not accept or may cancel the University of Illinois Contract.
o. **Parking**: Parking information may be found at: www.housing.illinois.edu/parking. Additional costs will be assessed as determined by current parking rate structures.
p. ***Rooms with shared bathrooms: Please note***: Due to State of Illinois Life Safety Codes, Daniels and Sherman rooms with shared bathrooms can **only** be locked from inside the bathroom, when the bathroom is in use. Either student room is accessible from the bathroom and the bathroom door cannot be locked from the student room side when someone is not in the bathroom.
q. **Telephone Service:** Courtesy phones are available in every university residence hall .

5. **DATES OF OCCUPANCY (refer to the on line University Housing Calendar for current and specific dates, http://housing.illinois.edu/dates):**
   a. **Move-In**
   The Student may move into their assigned room on or after the beginning of their Contract term, as indicated in the Housing Website Application. **Any unoccupied room will not be held by the University for the Student beyond the first day of classes** unless the University is notified in writing of the Student's intention to occupy the space at a later date. No refund will be given for the period the space is held unoccupied. **Failure to occupy the assigned space does NOT cancel the Contract.**
   b. **Early Arrival**
   A Student with a special need for occupancy prior to the Move-In date will be accommodated as possible and at University's sole discretion. There is an additional cost for each night a room is occupied prior to the Move-In date, to be billed to the Student's 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 the Contract, and the right to use Residence Halls for University guests attending conferences or other educational meetings during these periods is reserved by the University. All students who wish to reside in a designated Break Housing hall during a break period must sign a Break Housing contract. Additional fees will apply. Any student without a Break Housing contract who accesses a building during a break period will be assessed the full break housing charge amount. Any student who accesses a hall without a Break Housing contract will be subject to the University Housing judicial process and may be cited by University Police for trespassing.
   **Graduate and 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 the Student resides in the hall for the entire two semesters (three semesters if a 12-month contract). If the Student is released from her/his Contract according to a provision in Section 11 of the Contract and does not complete the entire two semesters, the Student will retroactively be charged a daily rate for the days occupied during semester breaks. If the Contract is canceled prior to semester breaks, the Student must request approval from the Resident/Complex Director and will be charged a daily rate for actual dates of occupancy.

d. **Move-Out**
The Student is required to vacate the residence hall room within 12 hours after the Student's last final examination each semester, or by the official closing time, whichever comes first.

e. **Late Departure**
The student may submit a late departure request to the Resident/Complex Director to stay after the move out date. Upon approval, Student will be assessed an additional daily fee for the duration of the extended stay

6. **Dining Service (refer to the on line 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. There are several meal plan options to choose from. Student may change meal plan selection for the first four weeks of the Fall semester, and again for the first four weeks of Spring semester. After these periods, no further changes can be made.

**Sherman and Daniels Halls**: Dining Service is offered in nearby Undergraduate Residence Halls and is optional.

7. **RESPONSIBILITY FOR ROOM AND FURNISHINGS:** The Student shall be responsible for maintaining his or her room in a reasonable condition at all times and to correct any abuse called to the Student's 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 the Student's room. The Student shall be responsible for all damage to University property in the Student's room during the term of occupancy. **University Housing reserves the right to enter the Student's room at any time, including the weekends, holidays, and vacation periods, for routine maintenance and building service work, life safety inspections, and/or for emergency purposes.**

**Graduate and 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 the resident. It is the responsibility of each resident to clean and defrost his/her unit. Upon checking out of the hall, the unit must be left cleaned, defrosted, and in good condition.

**Insert Damage Billing:**

8. **Loss of Property**: The Student shall be responsible for the security of her/his own property. The University shall accept no responsibility for the theft, damage, or other loss of money, valuables, or personal effects of the Student in or on University property, including storage areas. The Student agrees that any personal effects, valuables, or other property of the student left in the halls or on the premises after expiration of the current Contract period 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 for the Student to be protected from losses not caused by UNIVERSITY'S negligence, **Student is *strongly* encouraged to review their current home owner's policy or 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 in the applicable rates during the term of the Contract with 30 days notice.

10. **HOUSING SHORTAGE OR EMERGENCY:** In the event of a student housing shortage, the University reserves the right to increase the occupancy of residence Hall rooms or to assign students to other housing units, particularly large doubles, and lounges. In the event of a national or regional emergency, the University reserves

the right to move and/or reassign a Student and to increase the occupancy of rooms. The University reserves the right to cut back to a limited menu dining service and/or consolidate serving units in the event of a work stoppage, fire, power outage, civil disobedience, riot, rebellion, acts of God, and similar occurrences.

11. **RELEASE PROVISIONS AND CONTRACT CHARGE:** Beginning May 16, 2012 for a University Housing Contract commencing in the fall semester, and beginning December 2 for a Residence Hall Contract commencing in the spring semester, the Student may, at the University's sole discretion, only be released from this Contract without payment of a settlement fee for any one of the reasons stated in the following subsections a – f. Beginning March 2, 2012 Students who contracted during Room Reassignment: Contract commencing in the fall semester, and beginning December 2,2012 for a Residence Hall Contract commencing in the spring semester, the Student may, at the University's sole discretion, only be released from this Contract without payment of a settlement fee for any one of the reasons stated in the following subsections a – f

    a. Student not attending the University.
    b. Marriage of Student that occurs after this Contract is signed and the Student will reside with his or her spouse in the Champaign-Urbana area.
    c. Significant unforeseen health reason of Student occurring **after** the Contract cancellation deadline. A request for release for this reason must be documented by the Student and reviewed and approved by the Director of Housing in his or her sole discretion.
    d. **Reciprocity Transfer**. **New, first-time attending undergraduate** UIUC students who first arrive on campus for Fall 2012 or Spring 2013 semester and who have a contract with the University of Illinois Undergraduate Residence Halls may cancel their housing contract without penalty to contract with any other University Certified Housing unit participating in the reciprocal program unit any time through August 23rd, 2012 for the Fall semester 2012 and through November 15, 2012, for the Spring semester 2013, providing they meet established criteria for release.
    **Returning undergraduate UIUC students who were on campus before Fall 2012** may cancel their 2012-2013 contract with the University of Illinois Residence Halls without penalty through May15, 2012 and move to any other University Certified Housing unit participating in the reciprocal program for Fall semester 2012, or November 15, 2012, for Spring semester 2013, providing they meet established criteria for release.
    Upon verification of this information, University may, in its sole discretion, either approve or not approve the transfer. The Residence Hall Contract cannot be canceled unless approval is received.
    Conversely, undergraduate UIUC students who have a housing contract with any other University Certified Housing unit participating in the reciprocal program may cancel their contract without penalty to contract with the University Undergraduate Residence Halls within the same dates and criteria outlined above.
    e. Student participation in Study Abroad, Co-op, Internship Program, or Student Teaching out of the Champaign-Urbana area.
    f. Student called to active duty for military service.

    If Contract sections 11 a, b, c, d, e or f apply and the University releases the Student from the Contract prior to the start of his or her Contract period, the Contract charge will be eliminated in its entirety. If Contract sections 11 a, b, c, d, e or f apply and the University releases the Student from the Contract after the Contract period has commenced, the Contract charge will be reduced in accordance with the prorations set forth in Section 13b.

    If Contract sections 11 a, b, c, d, e, or f, do not apply and the Student requests release from the Contract prior to the start of the Contract period, the student will owe 50% of the entire Contract amount, less any amount paid prior to the date of approved cancellation. If Contract sections 11 a, b, c, d, e, or f, do not apply and the student requests release after the Contract period has begun, non-refundable room and board charges will be calculated based on the prorations set forth in Section 13b. In addition, the student will owe 75% of the remaining nights of room and board in the Contract period. Students who are dismissed for disciplinary reasons will be responsible for entire balance of their Contract at the date of cancellation.

    This reflects approximate damages suffered by the University for Early Termination, and is not a penalty.

    See Section 12 regarding forfeiture of advance payment.

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

    The Student Contract will not be cancelled after May 15 (March 1 for Reassigned students) for the fall semester or December 1 for the spring semester, except as provided in Section 11.

a. **Full Refund:** If the Student submits a Contract Cancel Request form online before or mails a written request for cancellation of his/her Contract to the address in Section 13a postmarked before midnight May 15 (March 1 for reassigned students) or December 1 for a student entering into a Residence Hall contract beginning the spring semester, the full $150 advance payment will be refunded. After said applicable dates, a refund of the entire advance payment will be made only for the following reasons, 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 and subject to approval by the appropriate University official:

1) Student not admitted by the University or dismissed for academic reasons.
2) Personal illness of Student resulting in withdrawal from the University.
3) Student continues enrollment at the University but is given in absentia status by Student's department.
4) Student relocation to University-owned Family Housing.
5) Student graduates after signing Contract, notifies the hall office, and leaves the Residence Hall before the beginning of the following semester. There is no refund if graduation takes place earlier than the end of the semester.
6) Student participation in Study Abroad, Co-Op, Internship Program, or Student Teaching out of the Champaign-Urbana area.
7) Student called to Active Duty for military service.
8) Student release under Reciprocity Transfer Section 11d.

**B) No Refund:** Except as provided in Section 12a, the entire $150 advance payment is forfeited if the request for cancellation is not received, postmarked before midnight May 15 (March 1 for Reassigned students) for the fall semester or December 1 for the spring semester. Students who are dismissed for disciplinary reasons 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 Student's occupancy period for his/her Contract should be addressed to: Housing Information Office, 100 Clark Hall, 1203 South Fourth Street, Champaign, IL 61820. The Student should indicate the reason for requesting cancellation and mail the request only to the above address. **Do not include the request in mail sent to other University offices as Housing is not notified of cancellation from other offices of the University and must be notified separately**. See Section 12 concerning advance payment forfeiture.

b. **After Occupancy:** Request for release from Contract after commencement of Student's occupancy period for his/her Contract must be initiated at the Student's hall office. Reasons for release are listed in Section 11. These reasons must be documented by the Student and verified by appropriate University staff. If a release is approved by the appropriate University official, the Student's account will be credited for the prorated semester room and board rate for their 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. **A Student vacating her/his assigned space before the end of the Contract period without written notification to the hall office and approval by the appropriate University official, will be held responsible for the entire Contract charge**.

**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
Any and all questions concerning the provisions of 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, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, unfavorable discharge from the military or status as a disabled veteran or a veteran of the Vietnam era 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.