

# University Housing RESIDENCE HALL CONTRACT

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

This Residence Hall Contract ("Contract") is a legally binding agreement between me and the Board of Trustees of the University of Illinois, on behalf of the University of Illinois Urbana-Champaign (the "University") and University Housing, for a limited license under the terms and conditions as stated herein to occupy a University Housing residence hall as determined by the University and for select dining services in exchange for my agreement to the following terms and conditions:

# 1. ELIGIBILITY

By entering into this Contract, I represent that I am a student enrolled at the University, and I acknowledge that I must remain enrolled as a student to live in the residence halls. I understand that I am required to live in certified housing as a first-year student as set forth in the <u>University's Student</u> <u>Code</u>. If I am no longer a student at the University for any reason, including withdrawal, suspension, or expulsion, (1) I must move out of the residence halls within 24 hours of my change in student status unless approved in writing by an authorized representative of University Housing for a period not to exceed 7 days from the change in student status based on extenuating circumstances, and (2) I must notify University or (b) I move out of the residence halls, whichever occurs first. My failure to do so will constitute a breach of this Contract and may result in my contract being cancelled by the University, in addition to any other remedies available to the University.

### 2. ROOM ASSIGNMENT

### 2.1 Assignment

If I am a new, first-time attending student and I sign my Contract **before** the May 15 priority deadline, I may participate in the self-selection process in late May. I will receive an email to my Illinois.edu account with my random entry time to enter the housing portal to select from available housing spaces. I will receive a confirmation of my housing assignment and roommate information or notification of temporary housing no later than July 1.

If I am a new, first-time attending student and I sign my Contract *after* the May 15 priority deadline, I will not be eligible to participate in the self-selection process and will, instead, receive a housing assignment when one becomes available. My housing assignment will be determined by the University. I understand that the University will consider my preferences but cannot guarantee me a particular assignment.

If I am a continuing student and I sign my Contract **before** Housing Sign-up ends on April 15, I may choose my own assignment from available space at time I complete the online contract. I will receive a confirmation of my housing assignment and roommate information or notification of temporary housing no later than July 1.

If I am a continuing student and I sign my Contract *after* the April 15, I will not be eligible to choose my own assignment and will, instead, receive a housing assignment when one becomes available. My housing assignment will be determined by the University. I understand that the University will consider my preferences but cannot guarantee me a particular assignment.

I understand that I am not entitled to a housing assignment and that my placement in a residence hall is contingent upon available space. I will accept any accommodation the University assigns to me, including temporary space. I understand that I should not make other housing arrangements before checking with University Housing on the status of my room assignment. 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.

I will receive card and key access to my assigned residence hall upon completing the check-in process at my designated area desk or assigned residence hall. It is my responsibility to safeguard my card access to the residence hall and hard key access to my room.

Upon checking out of the residence hall, I will no longer have access to the residence hall through card or hard key access. If I do not check out of the residence hall property by the move out date set forth in Section 4.3 below, I will be responsible for additional costs, which may include room and board charges, fees for changing the locks, damages, or improper check out, among others.

In the event of a student housing shortage as determined by University Housing, the University may increase the occupancy of residence hall rooms or assign me to other housing units, including large doubles or lounges at the University's sole and exclusive discretion.

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 also may implement a limited menu dining service and consolidate serving units.

# 2.2 Reassignment/Vacancies

After occupancy, I may change rooms only with approval from my Resident/Complex Director. After occupancy, I may request a room change through the MyHousing portal. The request is subject to approval from the Resident/Complex Director. If a vacancy occurs in my room, University Housing may assign another student to my room. University Housing may consolidate vacancies, and I will move to another room at the University's direction.

The University may make assignments and reassignments of space at its sole discretion. I understand that my room assignment may be changed by the University in its discretion for any reason, including but not limited to conduct issues, Contract violations, resident conflicts, or to make efficient and beneficial use of available space, as determined by the University.

If I am participating in the <u>Beckwith Residential Support Services Program</u>, I may receive assignments based on my <u>Transitional Disability Management Plan</u>.

# 3. CONTRACT TERM

This Contract is effective upon my signature via the Online Housing Contract portal. The term of the Contract is the term I select in the Online Housing Contract portal, unless otherwise cancelled or

extended in accordance with the terms of this Contract.

# 4. DATES OF OCCUPANCY

### 4.1 Move In

If I select an academic year term of the Contract, occupancy begins the Thursday before the first day of fall semester classes at a time designated by University Housing. For the spring semester, occupancy begins the Sunday before the first day of spring semester classes at a time designated by University Housing. If I select a twelve-month term of the Contract, occupancy begins the Sunday of commencement in the spring at a time designated by University Housing. For specific calendar dates and time, please refer to the following link: <u>University Housing Calendar</u>.

I may move into my assigned room no earlier than the first move-in date listed in the Housing Calendar. The University will <u>not</u> hold my room for me <u>beyond the first day of classes</u> unless I notify the University in writing of my intention to occupy the room at a later date and the University approves the alternate date. The University will not issue any refunds for the period the room is held unoccupied. My failure to occupy the assigned room does <u>not</u> release me from the financial responsibilities of this Contract, including the forfeiture of the \$150 Advance Payment further described in Section 6.1.

# 4.2 Early Arrival

At its sole discretion, the University may grant my request for occupancy prior to the move-in date. I will pay an additional daily fee for each night I occupy my room prior to the standard move-in date shown on the Housing Calendar.

# 4.3 Move Out

I will vacate my assigned room: (a) no later than 24 hours after my last final examination of each semester, (b) on or before the official closing time indicated in the Housing Calendar, (c) as set forth in Section 1, if applicable, or (d) no later than 24 hours after this Contract has been cancelled, unless approved by Housing in writing for up to 7 days after this Contract has been cancelled, whichever comes first. I must take all of my belongings with me when I move out and complete the check-out process, including but not limited to return of all Housing keys.

# 4.4 Late Departure

To request a late departure, I must submit a late departure request to the Resident/Complex Director. If my request is approved, I will be assessed an additional daily fee for the duration of my extended stay, per the rates published on the Housing website.

# 5. BREAK HOUSING

# 5.1 Undergraduate Halls

Undergraduate residence halls are closed during extended periods when classes are not in session, such as fall (November), winter (December-January), and spring (March) break periods. My Contract does not include occupancy in the residence halls during break periods, unless I am a Global Crossroads resident, and the University may use residence halls for other purposes during these breaks. If I wish to reside in a designated break residence hall during a break period, I must sign a separate Break Housing Contract. Additional fees will apply. If I access a building during a break period without being accompanied by a current resident of the building or without having entered into a

Break Housing Contract, I will be assessed the full break housing charge, will be subject to the University Housing conduct process, and may be cited for trespassing by the University of Illinois Police Department.

# 5.2 Graduate Upper-Division Halls

Sherman and Daniels Halls do not close for fall break (November), winter break (December– January), or spring break (March). If I reside in one of these two halls for two semesters (three semesters under a 12-month contract), then my occupancy during the fall, winter, and spring breaks is at no additional charge. If the University releases me from my Contract and I do not complete both semesters, I will pay a retroactive daily rate for the time that I occupied a residence hall during semester breaks. If I cancel my Contract prior to semester breaks, but would like to remain in my room until approved departure date, I must request approval from the Housing Information Office and will be charged a daily rate for my actual dates of occupancy and the applicable cancellation fee, as identified in Section 8.

# 6. HOUSING CHARGES

# 6.1 Advance Payment and Non-Refundable Application Fee

If I am a new student, I agree to pay a \$150 Advance Payment and a \$50 **<u>non-refundable</u>** application fee via the Online Housing Contract portal at the time I complete this Contract. My Advance Payment will be applied to my spring semester charge.

If I am a continuing resident who participates in the online returning resident housing sign up between the first Tuesday in October and April 15, a \$150 Advance Payment will be billed to my student account prior to occupancy.

If I am a continuing resident who completes the online housing sign up after April 15, I agree to pay a \$150 Advance Payment and a \$50 **non-refundable** application fee via the Online Housing Contract portal at the time I complete this Contract. My Advance Payment will be credited to my student account at the beginning of the spring semester.

# 6.2 Room and Meal Rates

I will pay the University the applicable rates for the room assigned to me and for the meal plan I select. Fall semester charges will be billed each August and Spring semester charges will be billed each January. Room and meal rates are online at <u>https://housing.illinois.edu/resources/rates</u>. The University Bursar will bill me separately for each semester of the academic year. The University Bursar website at <u>https://paymybill.uillinois.edu</u> provides billing information. All financial obligations under this Contract must be paid as provided by the University Bursar.

If I am a continuing resident to undergraduate residence halls, I may be eligible for a constant rate for up to four years in accordance with the <u>Constant Rate Program</u>.

# 6.3 Financial Obligations

If I fail to satisfy my financial obligations due and owing to the University, the University may, at its sole discretion and in accordance with University policies:(a) Cancel this Contract, (b) Withhold services from me, including but not limited to a hold being placed on my account preventing me from enrollment, (c) Remove me from University residence halls, (d) Deny room assignment or reassignment; (e) Pursue any other remedy available to the University.

# 7.0 DINING SERVICES

# 7.1 Undergraduate Halls

The University Housing website at <u>https://housing.illinois.edu</u> describes the dining service options. Service begins on the first day of the contract 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 such as fall (November), winter (December-January), and spring (March) break periods. Choosing a meal plan is mandatory for all undergraduate residence hall contracts. For more information, see <u>Meal Plan Options section of the MyHousing portal</u>. The minimum plan for residents living in undergraduate residence halls is the 12 Classic Meals/15 Dining Dollars plan. I may change my meal plan selection only during the first four weeks of the Contract for the fall term and only during the first three weeks of the Contract for the spring term. After these periods, I cannot make changes.

# 7.2 Graduate Upper-Division Halls

I may choose to add a meal plan if I reside in one of the Graduate Upper-Division Halls: Sherman Hall or Daniels Hall. I understand that purchasing a meal plan is not required.

# 8.0 CONTRACT CANCELLATION AND REFUNDS

# 8.1 Cancellation by the University

# A. Reasons for Cancellation

This Contract may be cancelled by the University for loss of eligibility under Section 1 of this Contract; failure to satisfy my financial obligations owed to the University; breach of this Contract or University Housing policies or regulations, or as otherwise provided in this Contract. If the University receives notification that I am no longer a student or ineligible for University Housing, but have not properly cancelled my contract, the University may cancel this Contract based on the date University housing receives such notification.

# B. Disciplinary Dismissal or Administrative Cancellation.

If the University discovers information that I may represent a threat to the health or safety of others, including University students, faculty, staff, or guests, the University may administratively cancel this Contract at any time. If the University dismisses me for disciplinary reasons or this Contract is administratively cancelled based on a threat to the health or safety of others, I will be responsible for the entire balance of my room and board charges under this Contract, regardless of move-in date.

# C. Cancellation Fee and Charges

If the University cancels this Contract, and unless the cancellation fee is waived in accordance with Section 8.4 or unless otherwise provided in this Contract (*e.g.,* cancellation as set forth in Section 8.1(B)), I will incur the same cancellation fee as set forth below as if I cancelled the Contract. I understand I may request waiver of cancellation fees as set forth in this Section 8.

# 8.2 Contract Cancellation Requests by Residents

# A. How to Cancel My Contract

I may ask to cancel my Contract by submitting a request and supporting documentation to University

Housing in one of the following two ways: (a) via the <u>online cancellation form</u> found on the University Housing website, or (b) via delivering a letter to the Housing Information Office. I **understand that other University offices will not notify University Housing of my intended housing cancellation and that I must personally notify University Housing**.

# B. Cancellation Fees and Charges for First-time Attending Student

If I am a first-time attending student, I understand that I will incur the following fees and charges upon cancelling this Contract, subject to Section 8.4 on cancellation fee waivers:

Cancellation Date	Academic Year	12 Month	Spring Only
	Contract Term	Contract Term	Contract Term
Before May 15 of the	No fees or charges		
upcoming year			
Between May 15 and	50% of the room and		
occupancy	board charges and		
	forfeit \$150 advance		
Defere April 15 of the	payment	No foos or charges	
Before April 15 of the		No fees or charges	
upcoming year		FOO/ of the ream and	
Between April 15 and		50% of the room and	
occupancy		board charges and	
		forfeit \$150 advance	
Defens December 1 of		payment	
Before December 1 of			No fees or charges
the upcoming			
semester			
After December 1 and			50% of the room and
occupancy			board charges and
			forfeit \$150 advance
			payment
After occupancy	75% of the room and	75% of the room and	75% of the room and
	board charges and	board charges and	board charges and
	forfeit \$150 advance	forfeit \$150 advance	forfeit \$150 advance
	payment	payment	payment

# C. Cancellation Fees and Charges for Returning Resident

If I am a returning resident, I understand that I will incur the following fees and charges upon cancelling this Contract, subject to Section 8.4 on cancellation fee waivers:

Cancellation Date	Academic Year Contract Term	12 Month Contract Term	Spring Only Contract Term
Within 30 days of signature AND	No fees or charges	No fees or charges	
between October 5- April 15 of the upcoming year			
More than 30 days after signature OR upon signature after April 15	50% of the room and board charges and forfeit \$150 advance payment	50% of the room and board charges and forfeit \$150 advance payment	
Before December 1 of the upcoming semester			No fees or charges
Between December 1 and occupancy			50% of the room and board charges and forfeit \$150 advance payment
After occupancy	75% of the room and board charges and forfeit \$150 advance payment	75% of the room and board charges and forfeit \$150 advance payment	75% of the room and board charges and forfeit \$150 advance payment

# 8.3 Contract Cancellation Fees as Damages

The parties agree that the contract cancellation fees payable under this Section 8 shall constitute liquidated damages and not penalties. In the event of a cancellation, the parties acknowledge and agree that: (A) the rooms made available for housing by the University are unique insofar as such rooms are generally available only to university students as opposed to prospective tenants at large; (B) the amount of loss or damages likely to be incurred by the University due to a cancellation is incapable or is difficult to precisely estimate, particularly in light of the unique housing spaces offered by University; (C) the amounts specified on this Section 8 bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred by the University; and (D) one of the reasons for the parties reaching an agreement as to such amounts is the uncertainty regarding the question of actual damages.

# 8.4 Cancellation Fee Waivers

The University may waive the cancellation fee under the following circumstances, with appropriate documentation and in its sole discretion:

- 8.4.1 I did not attend the University or no longer attend the University due to nondisciplinary reasons.
- 8.4.2 I graduate after signing the Contract, notify the residence hall office, and move out of the residence hall before the beginning of the following semester. <u>There is</u>

#### no refund if my graduation takes place earlier than the end of the semester.

- 8.4.3 I marry after this Contract is signed and will reside with my spouse in the Champaign-Urbana area.
- 8.4.4 I suffer a significant, unforeseen health ailment occurring after the Contract cancellation deadline that results in a **medical withdrawal from the University**. A request to cancel for this reason must be documented by me and reviewed and approved by the Director of Housing or designee.
- 8.4.5 I continue enrollment at the University *in absentia* status approved by the Graduate College. I must register online using the Self-Service registration system by the 10th day of instruction to be considered for *in absentia*.
- 8.4.6 I am a resident of an undergraduate residence hall approved by the University for reciprocity transfer after submitting a reciprocity transfer request via the applicable endproceed transfer request form. The University may, at its sole discretion, either approve or deny such transfer request, including but not limited to a denial in the event such a request would exceed the limit on allowable reciprocity transfers as agreed between University and the applicable facility. Conversely, if I am a resident of an undergraduate hall who has a housing contract with any other University Certified Housing unit participating in the reciprocity transfer if I am a:

8.4.6.1 **New undergraduate.** If I arrive on campus for the upcoming fall or spring semesters and have a Contract with the University undergraduate residence halls, I may cancel my Contract without penalty in order to enter into a contract with another University Certified Housing unit participating in the reciprocal program. The deadline for cancellation is Thursday before the start of the fall semester and November 15 for the upcoming spring semester, provided that I meet established criteria for waiver of cancellation fees outlined in this Section 8.4.6. In the event November 15 falls on a weekend, then the deadline for submitting a cancellation request shall be at 5:00 pm on the next business date following November 15.

8.4.6.2 Continuing undergraduate student on campus before the fall semester. I may cancel my Contract without penalty so that I may move to another University Certified Housing unit participating in the reciprocal program. The deadline for cancellation is May 15 for the upcoming fall semester, or November 15 for the upcoming spring semester, provided that I meet established criteria for waiver of cancellation fees outlined in this Section 8.4.6. In the event either May 15 or November 15 falls on a weekend, then the deadline for submitting a cancellation request shall be at 5:00 pm on the next business date following November 15 or May 15.

- 8.4.7 I relocate to University-owned Family and Graduate Housing.
- 8.4.8 I participate in study abroad, co-op, internship program, or student teaching more than 41 miles outside of the Champaign-Urbana area.
- 8.4.9 I am called to active duty for military service.

All capacity of University residence halls has been utilized and maximized; there is a wait list to reside in University residence halls; and the demand for housing contracts in University residence halls exceeds availability as determined by University Housing.

If the University approves my request to waive fees based on early cancellation, my student account will be credited for the prorated semester room and board rate for my selected plan, based on a daily rate. Proration of the board rate is effective beginning the Sunday following the cancellation date. The University will credit my \$150 Advance Payment.

If cancellation of my Contract is effective after the 14th week of the semester, I will forfeit all sums paid and will not be entitled to a prorated credit.

### 8.5 Cancellation and Return to the University

If I the University grants my cancellation fee waiver, but I register again during the same academic year, I must fulfill the terms of this Contract or be financially responsible for any cancellation fee and charges as set forth in this Section 8, regardless of any previous cancellation fee waiver.

### 9. ABANDONMENT

If I vacate my assigned room before the end of the Contract period without written notification to the residence hall office and without prior approval by the University, I will be held financially responsible for the entire Contract amount. Personal items left behind will be considered abandoned property. The University, in its sole discretion and without further notice, may dispose of the abandoned items as it deems appropriate and in accordance with any relevant policies.

### 10. STUDENT CODE AND HALLMARKS – RESIDENCE HALL POLICIES

I will comply with the Student Code and all University and residence hall policies 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 policies in the Hallmarks section of the University Housing website at <a href="http://www.housing.illinois.edu/hallmarks">www.housing.illinois.edu/hallmarks</a>.

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 and policies.

I understand that smoking, halogen lamps, cooking in rooms, storage of cooking equipment, gambling, controlled substances, firearms, weapons, fireworks, pets, laboratory animals, and commercial activity are prohibited in the residence halls. The prohibition on commercial activity does not apply to the Innovation LLC.

I agree to comply with all laws and University policies regarding alcoholic beverages.

I agree to comply with all applicable public health measures, policies, procedures, and rules, including but not limited to all mitigation measures regarding COVID-19, as now in effect or later adopted and

published by the University during the term of this Contract.

I am responsible for the conduct of my guests, and I must obey all University visitation and guest policies.

I understand and will comply with the state law that permits shared bathrooms to be locked only from inside the bathroom.

I agree to read and comply with all electronic communications sent to me by University Housing.

# 11. PROPERTY DAMAGE/LOSS

I am responsible for maintaining my room in a reasonable condition at all times and will correct any deficiencies called to my attention by University representatives. I will not remove or permit the removal of room furnishings without prior approval by the appropriate Resident Director/Area Coordinator. I shall not move public area or lounge furnishings into my room at any time. I will be held financially responsible for all damage (including, but not limited to, repair and cleaning costs) to University property in my room, including damage by my guests, during my occupancy. Housing representatives 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.

# 11.1 Graduate Upper-Division Halls

The microfridge (a combination refrigerator, freezer, and microwave) in my room is provided to me at no charge, is not optional, and must remain in my room. I must routinely clean and defrost the unit. Upon checking out of the residence hall, I will leave the unit cleaned, defrosted, and in good condition.

# 11.2 Loss of Property

I am responsible for the security of my own property. The University will not be responsible for theft, damage, or other loss of my money, valuables, or personal effects in or on University premises, including storage areas. Any personal effects, valuables, or other property I leave in the residence halls or on the premises after termination of this Contract shall be considered abandoned property and handled by the University in accordance with state law and University policy.

I understand that, in order to protect myself from losses, the University <u>strongly</u> encourages me to review my homeowner's policy or to purchase renter's insurance through a private insurance carrier licensed by the State of Illinois.

# 12. MISCELLANEOUS TERMS

# 12.1 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' written notice.

# 12.2 Legal Document/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 signed by an authorized University contract signatory.

# 12.3 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.

# 12.4 Waiver

The failure of the University to enforce any provision of this Contract shall not waive the University's right to later enforce any provision of this Contract.

### 12.5 Choice of Law and Immunities

This Contract shall be construed by application of Illinois law without regard to its conflicts rules. Nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

### 12.6 Ambiguities

Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Contract.

### 12.7 Integration

All material referenced herein, including attachments, amendments, documents, forms, and my information and selections in the Online Housing Contract portal, are an integral and binding part of this Contract. This Contract with its attachments, amendments, documents, forms, and my information and selections in the Online Housing Contract portal, referenced herein constitutes the parties' entire agreement regarding the subject matter.

### 12.8 Attorney's Fees

I shall be responsible for reasonable attorney's fees and costs incurred by the University in an action to enforce this Contract. I shall also be responsible for reasonable attorney's fees and costs incurred by the University in defense of this Contract, including but not limited to attorney's fees and costs in connection with any declaratory judgment action initiated by me or the University.

### 12.9 Force Majeure

The University shall not be liable or deemed in default of this Contract for any delay or failure in performance under this Contract or interruption of any obligation resulting directly or indirectly from acts of God, fire, flood, explosion, earthquake or other natural disaster, war, civil unrest, riots, pandemic or public health emergency, epidemic, acts of government, such as a government-declared disaster, or any event that renders the University's performance impossible or illegal and is beyond the reasonable control of the University.

# 12.10 Non-Discrimination

The University of Illinois does not discriminate against any person on the basis 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 in its educational programs, activities, admissions, or employment. The University is committed to providing individuals equal access to its housing in compliance with federal and state law. Complaints of discrimination are to be resolved within existing University procedures. For additional information or assistance, please contact: Office for Access and Equity (Title IX, ADA, and 504 Coordinator), 1004 South Fourth Street, Champaign, Illinois 61820, (217) 333-0885.

### 12.11 Notifications

All questions concerning this Contract and notifications required by this Contract should be directed to the Housing Information Office, unless otherwise provided in this Contract:

Housing Information Office University of Illinois at Urbana-Champaign 100 Clark Hall 1203 S. Fourth Street Champaign, IL 61820-6982 Phone: (217) 333-7111 E-mail: <u>housing@illinois.edu</u> www.housing.illinois.edu

### 12.12 Photo Release

I understand that from time to time the University may photograph or record activities in which I may be participating in and around the residence halls. I consent to the University's photographing and recording of my image and voice and the University's use of such photographs and recordings for any lawful purpose, including but not limited to educational, fundraising, advertising, and publicity purposes. I waive all claims to compensation and damages based on the University's use of the photographs and recordings, and I waive all rights that I may have now or in the future to inspect or approve the finished photograph and recording, or the final publication.

If I do not consent to the University's use of such photographs and recordings including my image, I must notify University Housing via email <u>housing@illinois.edu</u>.

Approved as to Legal Form by the Office of Legal Counsel CFR - 9-27-2022.