

HOUSING TERMS AND CONDITIONS

I. ASSIGNMENTS

A. **Only Authorized Housing Staff will assign a resident to individual living units. UIS students have priority in assignment to campus residential space.**

B. Students from other institutions of higher learning may be housed on a space-available basis, subject to the identical financial and contractual obligations and expectations as UIS students. Proof of academic course work and continuing student status must be submitted each semester or term.

C. Space Changes

1. Initial assignment is made approximately 30-45 days prior to the start of each academic term, with accompanying contract to be signed and returned to Housing prior to taking occupancy.
2. Voluntary space changes will be allowed with the approval of Housing Staff at a cost of \$100.00 after the second week of each term.
3. The University reserves the right to reassign or consolidate any resident as necessary in order to maintain efficient operations.
4. The University may make temporary assignments, placing extra residents in a unit, to accommodate a maximum number of residents. As space becomes available, the extra resident must move to regular accommodations.
5. The University reserves the right to make space changes because of counseling concerns or other valid reasons as determined by the University.

D. Period of Occupancy

Period of occupancy is clearly specified on the issued contract, except as noted for applicable residential closures during the academic year or summer term. **RESIDENCE HALLS WILL BE CLOSED DURING THANKSGIVING BREAK, SPRING BREAK, SEMESTER BREAKS AND FOR THE SUMMER TERM, AND RESIDENTS MUST VACATE PREMISES DURING THESE PERIODS.** The contract may be renewed at the discretion of the University if the resident meets the requirements for occupancy, has complied with Terms and Conditions and UIS Guide to Residential Life, and has no outstanding University debts. Residents remaining in UIS Housing after the contract has expired, without prior approval from Housing and Residential Life, will be charged per day until the resident properly checks out. Resident must take possession of the assigned space by the end of the second scheduled day of classes of the term, unless notifying the Housing Office in writing of a later check-in date. Otherwise, the resident will be declared a No Show and all applicable cancellation charges shall apply.

1. Possession is defined as completing the check-in procedure and/or accepting key(s). If the resident is enrolled for the term, the resident will continue to be charged for the space as if living there. This includes registration for on-line credits as well.
2. If resident is not enrolled, the student's residency can be terminated, and deposit forfeited. A \$250 liquidated damages charge will be assessed, and the space will be released for potential reassignment. The above referenced charge, due and payable by the resident, shall be payable, not as a penalty, but as liquidated damages representing an estimate of the damages likely to be sustained by the University of Illinois Springfield, estimated at the time of execution of the Housing Contract.

II. ACADEMIC REQUIREMENTS

A. Academic Year (Fall and Spring Semesters)

The resident must register for and enroll in a minimum of eight (8) hours each semester of the Housing contract period. Graduate students may register for less than eight (8) credit hours, providing the resident is registered in a Masters or Doctorate program. Residents who attend an academic institution other than UIS must submit a copy of their class schedule each semester in residence. Interns must submit a letter from their sponsoring agency or business detailing the terms and length of the internship.

B. Summer Term

1. The continuing resident who successfully completes the previous academic year requirements, is enrolled for the subsequent Fall Semester, and signs a Housing Contract for the following academic year, is not required to enroll in classes during the Summer term.
2. The continuing resident who is not returning to UIS Housing Fall Semester is required to enroll in at least one course.
3. Summer term housing accommodations are provided in the Campus Apartments/Townhouses.
4. Housing is generally not available during the semester break between Fall and Spring terms, nor during the Summer for Residence Hall residents.

C. Eligibility

1. On-campus housing is provided to support the educational mission of UIS and to facilitate an academic environment conducive to academic pursuits.
2. Resident must immediately inform the Central Housing Office in writing, via mail, fax, or e-mail when academic eligibility for UIS Housing ceases.
3. At its discretion, the University reserves the right to provide housing to persons other than regular students enrolled for eight (8) credit hours.
4. Renewal of a Housing contract is at the sole discretion of the University.

III. FINANCIAL RESPONSIBILITIES

A. Security Deposit

Payment of a Security Deposit must accompany the application, or it will be considered pending and incomplete. Assignments are ultimately made by Housing staff based on the date of receipt of the application and deposit together.

1. LRH/FRH and Single Campus Apartments/Townhouses: Payment of a \$200 deposit is required before occupancy. Of that amount, \$25 is a non-refundable application charge.
2. Family Campus Apartments: Payment of a \$300 deposit is required before occupancy. Of that amount, \$25 is a non-refundable application charge.
3. The deposit serves as a reservation deposit until the applicant becomes a resident of UIS Housing, at which time it also serves as a security deposit against assessed charges and/or University accounts receivable upon check-out.
4. A deposit can be refunded if all provisions of the contract have been met, and/or no cleaning/ damages/ other charges have been assessed. The deposit will be refunded within 60 days after termination or cancellation of the contract. If resident contracts to return to UIS Housing, the deposit will be extended as the reservation charge for the new contract. The student will be billed separately for any cleaning/damage charge if the deposit is extended.
5. A security deposit is held for the length of residency. Residents who stay for the duration of their contract period, have no outstanding financial obligations against their university account, submit appropriate documentation as required petitioning for contract release, and who properly check-out with designated Housing Staff may have their deposit refunded at the end of the contract period, provided they do not return to UIS Housing.

B. Cancellation Fee

There is a \$25 cancellation fee charged for any written, applicant-initiated cancellation request.

C. Contract Payment

Resident agrees, in consideration of the living unit assigned for use, to make timely payment to the Bursar's Office of the University as follows:

1. Pay the full contract amount at the time of billing, OR
2. Pay the housing charges according to the University's established due date.
3. Pay a service charge on all unpaid monthly balances of University charges.
4. **PAY ALL EXPENSES IN THE EVENT IT BECOMES NECESSARY FOR THE UNIVERSITY TO ENFORCE THE TERMS OF THIS AGREEMENT BY LEGAL MEANS OR USE OF A COLLECTION AGENCY, INCLUDING ACTUAL ATTORNEY'S CHARGES, COURT COSTS, AND UP TO 50% OF OUTSTANDING BALANCE ASSESSED BY COLLECTION AGENCY RELATED TO THE COLLECTION OF MONIES OWED.**

D. Utilities

1. Housing payments cover respective basic utility service charges for an active telephone jack, data jack, water, sewer, trash removal, cable television, and electricity.
2. **ENERGY OR OTHER UTILITY CONSUMPTION DEEMED TO BE EXCESSIVE (+15% above the metered monthly average billed to Housing for similar units in each court or hall), CAN INCUR A SEPARATE SURCHARGE TO A STUDENT'S ACCOUNT IN ADDITION TO ESTABLISHED RENTAL RATES. ANY SUCH SURCHARGE WILL BE IMPOSED AT THE DISCRETION OF THE UNIVERSITY AND ASSESSED ON A CUMULATIVE BASIS AT THE END OF EACH SEMESTER, OR WHEN A RESIDENT VACATES. Please refer to Guide to Residential Living for additional details.**
3. CONSERVATION IS ENCOURAGED AND EXPECTED OF RESIDENTS.

E. Damages

Resident agrees to use the premises, grounds, and all University-issued property and furnishings in a proper and responsible manner at all times. At the expiration of the contract, resident agrees to surrender same to the University in good repair and condition as normal use dictates. Resident will be charged for misuse or damage within the living unit or common area of the building in which he/she lives. Any charges assessed during the year under these Terms and Conditions will be placed on accounts receivable and are payable immediately. All transcripts and enrollment will be withheld until account is paid in full. Resident who has vacated has 30 days from billing date to appeal charges in writing to the Director of Housing and Residential Life. However, if a vacating resident elects the convenience of the Express Check-Out option, and damages are subsequently assessed by authorized housing staff in the resident's absence after departure, resident agrees to assume full financial responsibility for said charges and to forfeit any right to appeal those assessments.

F. Restrictions Governing Contract Cancellation – Before the Contract Period

1. Any cancellation request must be received at the Central Housing Office **in writing** from the student, via letter, fax, or email. Forms are available at the Central Housing Office or online at www.uis.edu/housing. **Phone call cancellations are not accepted.**
2. If the resident cancels his/her Contract in writing by June 30 for the full academic year, by November 30 for a Spring term agreement, or April 30 for the Summer term, a full refund of the deposit minus the application and cancellation charges will be made to the resident.
3. If the resident cancels his/her contract in writing after these established cancellation dates noted directly above, and the cancellation is approved, the student will forfeit the security deposit, will be assessed a \$250 liquidated damages charge, and the space will be reassigned. The above referenced charge, due and payable by the resident, shall be payable, not as a penalty, but as liquidated damages representing an estimate of the damages likely to be sustained by the University of Illinois Springfield, estimated at the time of execution of the Housing Contract.

G. Restrictions Governing Contract Cancellation – During Contract Period

1. Any cancellation request must be received at the Central Housing Office **in writing** from the student, via letter, fax, or email. Forms are available at the Central Housing Office or online at www.uis.edu/housing. **Phone call cancellations are not accepted.**
2. Effective the beginning of the academic year contract period, Contract Cancellation will be considered for approval only in the following instances: graduation; serious illness or medical condition; death in the immediate family; academic suspension; marriage; complete academic withdrawal from all classes **(including on-line courses)** for the remainder of the contract period; induction into active military service; or counseling considerations. It is resident's responsibility to provide sufficient verification and all necessary supporting documentation of these circumstances, to the satisfaction of the Director.
3. The Contract Cancellation date shall be either the date the Request for Contract Cancellation is approved in the Central Housing Office or the official check out date, whichever is later. The resident must properly vacate UIS Housing by the end of finals or when academic eligibility ceases, whichever is earliest.
4. Approved cancellations – If the early cancellation is approved, resident who cancels:
 - a. From the first day of the contract period through 10th week of the semester, the resident must pay the room rent prorated through the end of the week according to the University schedule, in addition to an assessed \$250 liquidated damages charge. The above referenced charge, due and payable by the resident, shall be payable, not as a penalty, but as liquidated damages representing an estimate of the damages likely to be sustained by the University of Illinois Springfield, estimated at the time of execution of the Housing Contract.
 - b. After the 10th week of the semester, the resident must pay the entire semester room rent.
 - c. For approved cancellations for graduation received by November 30, the cancellation charge is waived.
 - d. For the Summer term after the fifth day of the contract period, the full contract amount is considered paid and in effect.
 - e. For approved cancellations due to academic suspension, the resident must pay room rent prorated through the end of the week of official checkout, plus the associated \$250 liquidated damages charge. The above referenced charge, due and payable by the resident, shall be payable, not as a penalty, but as liquidated damages representing an estimate of the damages likely to be sustained by the University of Illinois Springfield, estimated at the time of execution of the Housing Contract.
 - f. A security deposit may be forfeited by resident for failure to meet any of these obligations referenced above, if he/she does not vacate as instructed by the date expected, or as a consequence of penalties assessed for damages, fines, or other contract violations. UIS Housing will deduct any unpaid rent or charges for cleaning or damages beyond normal wear and tear. **A deposit forfeited for valid administrative reasons will not be applied to any outstanding amounts owed.**
5. Non-approved cancellations – resident must pay for the full contract period.

6. Resident vacating his/her assigned space before the end of the contract period without written notice and approval of the release will be held responsible for the entire contract charge whether the space is occupied or not.

H. Vacating

To ensure a proper check-out, the resident vacating UIS Housing must make a check-out appointment with the Central Housing Office or appropriate Area Front Desk at least 24 hours in advance of check-out. Failure to do so means an "Express Checkout" will be conducted by staff after the resident leaves. A \$25 charge will be assessed for failure to check-out properly, and the option to appeal any charges is subsequently waived by the resident.

I. Other Financial Responsibilities

Resident will be held financially responsible for costs not covered in this Terms and Conditions that are incurred by UIS Housing in enforcement of this contract, including but not limited to cleaning costs, the cost of moving a resident's possessions, legal charges, storage costs, or non-routine maintenance. **Billing for damages does not require immediate repair of same; repair schedule is at the sole discretion of Housing.**

J. Dining Service

All residence hall residents are required to purchase a meal plan as a part of their housing contract. The University I-Card serves as a meal card. Apartment/Townhouse residents have the option to purchase a separate meal plan.

IV. LIABILITY – THE UNIVERSITY IS NOT LIABLE FOR LOSS OF, THEFT OF, OR DAMAGE TO PERSONAL PROPERTY OF THE RESIDENTS.

- A. Resident is responsible for personal effects. The University will not reimburse resident for damage or loss of personal effects resulting from weather-related disturbances, other natural conditions, or malfunction of plumbing or other facility systems. It is strongly recommended that each resident secure renter's insurance on their personal property and other valuable possessions.
- B. If, as a result of fire, flood, renovation, weather, or other substantial cause, the Director of Housing and Residential Life or his/her representative determines that the assigned living unit is uninhabitable, the resident will be offered alternative accommodations in Housing on a space available basis. Payments will be adjusted when alternative accommodations are not equal to the original assignment. If space is unavailable, Housing will make reasonable efforts to help find off-campus housing and refund deposits as required (contract payments will be prorated to the last day of occupancy).
- C. Personal effects left in units or storage areas longer than 30 days will be considered abandoned property and will be disposed of as such.

V. TERMINATION OF RESIDENCY

The University reserves the right to terminate residency for cause upon three (3) days written notice. In cases in which a resident's behavior constitutes a significant threat to self, the safety of other residents, or to persons &/or property at the University, lesser or minimal notice may be given. The University chooses to hold all residents accountable (including contracted non-UIS students) to all applicable UIS rules, regulations, standards, and processes while residing in campus housing units. Conditions which may result in termination of residency include but are not limited to when resident:

- A. Becomes delinquent in contract payments, or abandons or vacates the premises.
- B. Performs an act of violence toward an individual or property, or theft of property within the confines of Housing.
- C. Fails to comply with Terms and Conditions, valid requests from Housing staff, or any other approved Housing policy.
- D. Violates the UIS Student Conduct Code or state or federal laws, including without limitation, illegally possessing, selling, or delivering narcotic drugs, or other materials proscribed by or controlled under state or federal laws.
- E. Fails to adjust to the group living environment or educational standards within the residential community.
- F. Is in possession of a beer keg or other large-volume alcohol containers on Housing premises.
- G. Is in possession of firearms, fireworks, or other weapons.
- H. Is observed tampering with fire prevention equipment (smoke detectors, sprinklers, alarm pull stations, hoses, extinguishers, door closures, emergency exits, notification panels, etc.) for other than actual emergency situations, or intentionally setting false fire alarms. Resident could face escalating Housing fines starting at \$100, criminal prosecution, jail sentence, fines up to \$10,000, and expulsion from the University.
- I. In cases in which residency is terminated, the resident remains financially responsible for at least 50% of the remainder of the contract period.

VI. REPAIRS AND MAINTENANCE

- A. It is the resident's responsibility to submit a Work Order requesting repairs in a timely manner.
- B. Any decorating by the resident which is not approved by the Housing Staff will result in damage or repair charges to restore the living unit to original condition.
- C. Housing is responsible for maintaining living units, grounds, and public areas. Basic service for heat, lighting, and water will be maintained on a priority basis. Other necessary repairs will be completed as availability of staff, time, and parts permit.

VII. GENERAL CONDITIONS

A. ALCOHOLIC BEVERAGES

Alcoholic beverages and containers may be possessed and consumed only by persons of legal age in private living areas of the Campus Apartments/Townhouses (unless specified otherwise). Private living areas shall be defined as the living unit and do not include lounges, indoor recreation areas, hallways, breezeways, multi-purpose rooms, laundry rooms, balconies, patios, grounds, or other public areas. Kegs or other large-volume containers are not allowed, and will be confiscated; possession of same can lead to termination of residency. Alcoholic beverages and containers are prohibited at all times in Residence Halls. Unauthorized alcohol containers can be confiscated by staff and their contents immediately drained or poured out.

B. CLEANING AND SAFETY

1. **Resident is responsible for maintaining a safe, healthy, and clean environment within his/her unit at all times.** Resident is required to comply with scheduled cleaning and safety inspections and any resulting deficiencies cited. If citations are not rectified as requested, a minimum cleaning charge of \$250 may be assessed to engage an outsourced cleaning firm. Residents of a unit may establish shared cleaning responsibilities; otherwise each resident is responsible for the unit's overall condition.
2. Storage is restricted to the living unit or apartment storage closet. Items left in public areas will be removed by the University.
3. The University will treat each living unit for pests when determined necessary and upon request. Residents cannot opt out of spraying or other pest treatments once UIS Housing determines such

action to be necessary. Repetitive treatments can be billed to the resident(s).

C. ENTRY INTO LIVING UNITS

1. University Staff are authorized to enter living units without notice when they consider there exists a potential threat to health, safety, or welfare of the resident(s). Such entry will be in the presence of the resident except when circumstances of an emergency nature make such presence impractical. The University reserves the right to enter living units without notice to make timely repairs, conduct maintenance or additions, or make alterations requested by the resident.
2. The University will attempt to give proper advance notice by e-mail on most occasions (up to 24 hour notice) for purposes of inspection or alteration of University property.
3. Non-compliance with valid staff directives, instructions, requests to meet will result in escalating fines of \$50/\$100/\$200.

D. FIREARMS AND AMMUNITION/COMBUSTIBLES

Firearms, pellet guns, BB guns, air guns, paint guns, other projectile devices, fireworks, gasoline, or other combustible items (including candles and hookahs) are not permitted in UIS Housing. Non-permitted items can be confiscated and held by Housing Staff. State law requires that STUDENTS, FACULTY, AND STAFF MUST BE GRANTED WRITTEN PERMISSION FROM THE CHIEF OF POLICE BEFORE BRINGING FIREARMS OR AMMUNITION TO UNIVERSITY PROPERTIES. Any firearms and/or ammunition must be stored with the UIS Police Department on campus.

E. FURNITURE AND APPLIANCES

The resident may not move or disconnect University installed appliances. The University reserves the right to control the number, size, and general use of additional appliances and assess charges for installation as appropriate. The University reserves the right to restrict the amount and use of the resident's furniture, or additional imported furniture or other personal items. Waterbeds and lofting are not allowed. Resident is not allowed to remove University furnishings from the premises.

F. GUESTS

Guests are considered occasional visitors, who must be acceptable to all roommates in the unit at all times. The University restricts the number of guests in living units, including overnight guests. Resident is responsible for the behavior of his/her guests and any charges resulting from the guests' actions or temporary residence. Resident is not permitted to sublease or provide routine lodging to guests, nor displace an assigned resident. **Long-term hosting of another person in a space will subject the resident(s) to an additional charge equal to .5 times the already assessed semester rent(s).**

G. KEYS

Keys will be issued at check-in to each resident for his/her unit and mailbox. Resident is prohibited from tampering with any University locks or duplicating any residence hall or apartment keys. Upon loss or theft of a key, resident will be charged the current replacement cost of a rekey. There will be a \$20 charge for lockouts incurred between 12:00 A.M. and 8:00 A.M. **INSTALLATION OF ANY PRIVATE LOCKING MECHANISM ON ANY HOUSING DOOR IS STRICTLY PROHIBITED.**

H. MAIL

Mailboxes will be labeled and maintained by the U.S. Post Office and/or the University. Only Residents' names may appear on the mailbox. Residents are responsible for arranging with the U.S. Post Office for the forwarding of mail upon vacating the living unit. Mail or packages addressed to a non-Housing resident will be returned to sender.

I. PARKING/TRAFFIC

A UIS residential area-specific parking hang tag is required to park in campus residential areas. Vehicles without current license plates, in obvious disrepair, or which otherwise appear abandoned will be considered derelict and towed at the owner's expense. Owners of illegally parked cars that hinder other residents' safety or convenience are subject to disciplinary action. Vehicular traffic is restricted to parking lots and roadways. Access to the Campus Apartment Courts must be approved by Housing staff and is restricted to the wide service emergency drives. Illegally parked vehicles may be towed without notice at the owner's expense.

J. PETS

Except trained service or companion animals required by a qualified person with a physical impairment, only fish living in aquaria smaller than 10 gallons may be housed or kept in UIS Housing units.

K. SOLICITATION

The University reserves the right to provide limitations on those entities that request to solicit on UIS Housing premises. Any interested party must receive a permit from the Central Housing Office, Homer Butler Commons, in order to gain permission to post, sell, or canvass within Housing residential areas.

L. TRASH REMOVAL

Each resident is responsible for regularly removing trash and garbage from his/her living unit to the waste containers provided by UIS Housing. From there, garbage and trash removal is provided by the University. Each resident is also expected to properly dispose of all recyclable materials in the appropriately marked containers.

VIII. OTHER POLICIES AND REGULATIONS governing the Terms and Conditions of the resident's contract are contained in the UIS Guide to Residential Life, UIS Student Code, and apply to residency while in Housing at UIS.

IX. NONWAIVER OF COVENANTS AND CONDITIONS

The failure of the University to insist upon strict performance of any of the covenants or conditions of this agreement, or to avail itself of any rights or privileges enumerated herein, in any one or more instances with any one or more students, shall not constitute a relinquishment for the future of such covenant, condition, right or privilege, but the same shall remain in full force and effect. The receipt by the University of any payment, with the knowledge of the breach of any covenant or condition hereof, shall not constitute a waiver of such breach, and no waiver by the University of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of the University.

X. UNIVERSITY REGULATIONS AND GOVERNMENTAL STATUTES

Residents shall observe University regulations and federal, state, or local laws. In addition to the provisions of the Housing Contract, violations may subject the violator to University disciplinary action and/or prosecution in the civil courts.

XI. LIABILITY

The University does not provide security or protection services as part of the Housing contract. The University shall not be held responsible nor liable for any injury, loss, theft, or damage incurred by residents or their guests. Residents are responsible for the security of their persons, property, and that of their guests. University parking facilities are used at Resident's or guest's risk.

EXCEPTIONS—Requests for exceptions or exemptions from the provisions of these Terms and Conditions must be submitted in writing to the Director of Housing and Residential Life for consideration. Exceptions will be effective only if approved in writing by the Director or designee.