

## 2021 Summer Housing Contract Terms

Available based on Eligibility May 8, 2021 thru July 31, 2021

### I. Costs

#### University Hall

Single Room     \$21.00 per night

### II. Formation of Contract

- A. The student resident (“resident”) agrees to comply with the Residence Hall Contract Terms and University Housing rules and regulations as outlined in the *Resident Handbook*, available online at [housing.siu.edu/handbook](http://housing.siu.edu/handbook).
- B. This contract is binding when accepted by University Housing.

### III. Assignment of Room Space

- A. It is the policy of Southern Illinois University Carbondale to provide equal educational opportunities for all qualified persons without regard to race, color, religion, sex, national origin, age, disability, status as a disabled veteran or a veteran of the Vietnam era, or sexual orientation.
- B. University Housing reserves the right to change the room assignment of a resident at any time, to authorize or deny room changes and to consolidate vacancies.
- C. Occupancy is restricted to the contracted resident. No one else is permitted to reside in the room.

### IV. Contract Payments and Charges

- A. Resident agrees to pay the University the applicable room charges to their Bursar account.
- B. Resident also agrees to pay a charge or fine for the following and related items listed in the *Resident Guidebook*, if applicable:

Damages beyond normal wear and tear to the room and commons areas

Lost keys and/or fobs

Lounge furniture misuse

Tampering with window safety devices

Improper check out. A proper checkout occurs when the resident makes an appointment to check out of the room at a specific, agreed upon time with a resident assistant at least 24 hours in advance of the preferred checkout time.

Collection and/or administrative charges on delinquent accounts

- C. Any financial aid funds distributed by the Financial Aid Office available for payment of current housing charges shall be applied directly by the University in a lump sum on the earliest date available

### V. Non-Liability

- A. The University assumes no liability for:
  - 1. Theft of any of the resident’s personal property, except when due to negligence of the University or its agents.
  - 2. The loss due to damages or personal injuries to residents and resident’s personal property resulting from electrical wiring, plumbing, fire, heating, steam, sewage, gas lines or from any other damage, except when due to negligence of the University or its agents.
  - 3. The loss due to damages and personal injury resulting from the negligence of any other student in the area.

### VI. Responsibility

- A. During the term of this contract, resident will maintain room, fixtures and furnishings in good condition and will return these items in the same condition, allowing for reasonable wear and tear.
- B. Resident will keep the premises in a clean and orderly condition at all times and shall refrain from creating any condition that may be considered detrimental to the health or safety of the resident or others, and will report

immediately any loss or damage to the area office. Any loss of, or damage to, University property incurred by the resident will result in charge assessed by the University.

- C. Upon cancellation of this contract, University Housing will inspect the premises and provide resident with damages and charges, if applicable, for which resident is responsible.

#### **VII. Cancellation of Contract by Student**

The resident is responsible for notifying University Housing of cancellation of contract prior to the first day of classes.

**Notification to another University office will not cancel the contract. A PHONE CALL IS NOT AN ACCEPTABLE**

**CANCELLATION.** The resident must follow cancellation procedures online at [housing.siu.edu/cancellations](http://housing.siu.edu/cancellations). Withdrawal or academic suspension **does not** automatically release the resident from the contract.

- A. If the resident has not accepted a room key, a \$150.00 charge will apply upon cancellation in writing before the beginning day of the contract, regardless of when the contract was purchased.
- B. On or after the contract beginning date and the student has not accepted a room key, the student will be considered a no-show and the cancellation charge will be \$500.00.
- C. **If the resident has accepted a room key and moves out of the room at any time within the contract dates, the cancellation charges will be room cost for the entire contract session.**

#### **VIII. Cancellation of Contract by University Housing**

- A. University Housing may cancel this contract for any breach as listed below. There is a breach of contract if:

- 1. The resident is no longer a full-time, SIU Carbondale student and remains unenrolled for the remainder of the contract term.
- 2. Any charges remain unpaid by the resident after the first University statement of account upon which it appears.
- 3. Resident is involved in any preponderant violation of a University or University Housing rule and/or the Student Conduct Code.
- 4. The resident at any time provides false information or withholds information.
- 5. Residents who fail to notify University Housing in writing of their inability to claim the room space before the close of business of the beginning date of the contract and do not check in shall be considered a "No Show" and cancellation fees will apply as stated above.
- 6. Behavior of the resident indicates life or health of students may be in danger. This is at management's discretion, with immediate eviction.

- B. In the event of cancellation of contract by University Housing, the resident agrees to vacate the room and cease using all University Housing facilities within a time to be specified by University Housing, and will pay all charges and liquidated damages due. Failure to vacate within the time specified will result in the door lock being changed on resident's room and resident's personal belongings being stored and /or disposed of in accordance with University Housing procedures for handling of abandoned property. If judicial proceedings are required, the resident agrees to pay for the University's reasonable attorney fees and costs.
- C. A waiver by the University of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
- D. The University reserves the right to refuse to issue or to cancel a contract if the resident has been or is convicted of a criminal offense other than a minor traffic violation.
- E. If the University discontinues instruction on the Carbondale campus mid semester, University Housing may cancel this contract. Upon such cancellation the resident agrees to vacate promptly. The resident's University account will be credited for the portion of room and meals charges that represents the cost of residence hall operation which will be saved because of such cancellation.

#### **IX. Extenuating Circumstances and Disputes**

- A. A resident may request relief from any of the above terms for extenuating circumstances upon submitting a petition to University Housing. Petitions must be signed by the resident. The petition form is available online at [housing.siu.edu/forms](http://housing.siu.edu/forms).
- B. University Housing shall have the sole decision on the matter of such petitions. Petitions must be filed within one year of cancellation/check-out.