

2023 Summer University Housing Contract Terms
for Evergreen Terrace/Elizabeth Street Furnished Apartments,
Southern Illinois University Carbondale

I. Formation of Contract

- A. The student agrees to comply with the Contract Terms and University Housing rules and regulations as outlined in the *Guidebook*. A copy of the *Guidebook* is available online.
- B. This contract is binding when accepted by University Housing.
- C. The University reserves the right to increase costs.
- D. Rates are subject to approval by the SIU Board of Trustees.

II. Assignment of 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 assignment of a student at any time, to authorize or deny assignment and roommate changes, and to consolidate vacancies.

III. Eligibility

- A. Evergreen Terrace Undergraduate Designated Apartments house individual single students who are 21 years of age and older and their eligible siblings.
- B. Resident must be a full-time student each semester.
- C. Occupancy is restricted to the contracted student. No one else is permitted to reside in the apartment.

IV. Contract Payments and Charges

- A. Student agrees to pay the University the applicable charges.
- B. Student also agrees to pay a charge or fine for the following, and related items listed in the *Guidebook*, if applicable:
 - 1. Damages to the apartment and commons areas beyond normal wear and tear.
 - 2. Lost keys.
 - 3. Tampering with window or door safety devices.
 - 4. Improper check out.
 - 5. Collection and/or administrative charges on delinquent accounts.
- C. Charges will be billed to the student's University account at the beginning of each semester as applicable.
- D. Any financial aid funds distributed by the Financial Aid Office shall be applied directly by the University in a lump sum at the earliest date available.

V. Cancellation of Contract by Student

- A. The student is responsible for notifying University Housing of cancellation of contract. Notification to another University office will not cancel the contract. **A PHONE CALL IS NOT AN ACCEPTABLE CANCELLATION.** Please use the online cancellation form. Cancellation letters made by mail or e-mail should include the student's name, ID number (Dawg Tag), and reason for cancellation. Withdrawal or academic suspension does not automatically release the student from the contract.

Contract Cancellation Date	Contract Cancellation Charges
Before Contract Start Date	\$150
After Contract Start Date if still enrolled during the contract term	Room charges for the remainder of the contract*

*If the student withdraws from the University and does not attend classes for the remainder of the contract term, the cancellation charge will be reduced to room and meals (if applicable) charges to date of checkout plus \$500. We do not prorate during the last two weeks of a term.

VI. Cancellation of Contract by University Housing

- A. University Housing may cancel this contract for any breach listed below. The student agrees to vacate the apartment and cease using all University Housing facilities within a time to be specified by University Housing and will pay all charges and damages due. Failure to vacate within the time specified will result in the door lock being changed on student's room and student'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 student agrees to pay for the University's reasonable attorney fees and costs.

- B. There is a breach of contract if:
1. The student is no longer a full-time student and remains unenrolled for the remainder of the contract term.
 2. Any charges remain unpaid after the due date of the first University Statement of Account upon which it appears.
 3. The student violates any University or Housing rule and/or the Student Conduct Code.
 4. The student at any time before or during the term of contract provides false information.
 5. Students who fail to notify University Housing in writing of the inability to claim the room space and does not check in before May 07, 2022 are subject to a change of room assignment. Students who do not claim their room space or check in before May 07, 2022 will be considered a "No Show." These students will have their contract cancelled and will be charged a \$500 No Show fee.
 6. Behavior of the student indicates life or health of students may be in danger. This is at University Housing's discretion, with immediate eviction.
- 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. This contract may be cancelled if the student's University account is past due on May 1, 2023.
- E. The University reserves the right to refuse to issue or to cancel a contract if the student has been or is convicted of a criminal offense other than a minor traffic violation.
- F. If the University discontinues instruction on the Carbondale campus mid semester, University Housing may cancel this contract. Upon such cancellation the student agrees to vacate promptly. The student's University account will be credited for that portion of room charges which represents the cost of the apartment complex operation which will be saved because of such cancellation.

VII. Non-Liability

- A. The University assumes no liability for:
1. Theft of any of the student's personal property, except when due to negligence of the University or its agents.
 2. The loss due to damages or personal injuries to student and student's personal property resulting from electrical wiring, plumbing, fire, heating, water, ice, snow, 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.

VIII. Responsibility

- A. Student will, during the term of this contract, keep and at the expiration thereof, deliver up the apartment, including all fixtures and appurtenances of the University located therein, in as good order and condition as when said student took possession, excepting reasonable wear, tear and damage by elements excepted.
- B. Student agrees to 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 student 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 student will result in charges assessed by the University.
- C. Upon cancellation of this contract, the University shall inspect the premises and provide student with damages and charges, if applicable, for which student is responsible. Student is expected to join in such inspection. Failure to join such inspection will not release student from charges assessed.

IX. Extenuating Circumstances and Disputes

- A. A student 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 student. The petition form is available online, from an Area Office or from the Contracts Office.
- B. University Housing shall have the sole determination on the matter of such petitions. Petitions must be filed within one year of cancellation/check out.

University Housing
Student Services Building – MC 6716
Southern Illinois University Carbondale
1263 Lincoln Drive
Carbondale, Illinois 62901
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