# 2025 Summer University Housing Contract Terms for Evergreen Terrace & Elizabeth Street Furnished Apartments,

Southern Illinois University Carbondale

Contract Beginning Date: Saturday, May 10, 2025 Contract Ending Date: Thursday, August 13, 2025

## I. Formation of Contract

- A. You agree to familiarize yourself with and comply with these Contract Terms and University Housing rules and regulations as outlined in the *Residence Handbook*. A copy of the *Residence Handbook* is available online at <a href="https://housing.siu.edu/common/documents/resident-handbook.pdf">https://housing.siu.edu/common/documents/resident-handbook.pdf</a>. The University reserves the right to update the *Residence Handbook* at its discretion and you agree to abide by such updated terms.
- B. This Contract is binding only when accepted by University Housing.
- C. The University reserves the right to increase fees and costs you are required to pay.
- D. Rates are subject to approval by the SIU Board of Trustees.
- E. Upon the University's acceptance, the Licensee is granted a limited license to utilize the assigned residence (and only the assigned residence) for residential purposes only. The licensee is prohibited from utilizing the assigned residence or any other part of the residence facility or grounds for commercial or nonresidential purposes.
- F. This Contract will be effective commencing on the Contract Beginning Date and ending on the Contract Ending Date as set forth above herein ("Contract Term")

#### **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. Licensee acknowledges and agrees that this Contract does not grant Licensee any property interest in a residence provided pursuant to this Contract, including without limitation the right to a particular residence.
- C. University Housing reserves the right to change Licensee's residence assignment at any time, to authorize or deny assignment and roommate changes, and to consolidate vacancies all in its sole and absolute discretion.

# 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. Licensee must be a full-time student each semester and have completed a fall 2024/spring 2025 contract.
- C. Occupancy is restricted to the Licensee. No one else is permitted to reside in the apartment. You may not assign or sublicense your residence or this Contract.

## **IV. Contract Payments and Charges**

- A. Licensee agrees to pay the University the applicable charges.
- B. Licensee also agrees to pay a charge or fine for the following, and related items listed in the *Residence Handbook*, if applicable:
  - 1. Damages to the apartment and common areas beyond normal wear and tear.
  - 2. Lost keys.
  - 3. Tampering with window or door safety devices.
  - 4. Improper checkout.
  - 5. Collection and/or administrative charges on delinquent accounts.
- C. Charges will be billed to the Licensee'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 Licensee

A. The Licensee is responsible for notifying University Housing of the Licensee's cancellation of the 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 Licensee'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 May 10, 2025	\$150
Cancellation of 2025/2026 Contract*	\$1000
After the Contract Start Date if still enrolled during the contract term**	Room charges for the remainder of the contract*

<sup>\*</sup>If the 2025/2026 contract is cancelled during summer residency, a \$1000.00 fee will be charged due to the inability to rent the apartment by the start of the fall semester.

## VI. Cancellation of Contract by University Housing

- A. University Housing may cancel this contract for any breach listed below. The Licensee agrees to vacate the apartment and cease using all University Housing facilities within a time 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 the Licensee's room and the Licensee's personal belongings being stored and/or disposed of per University Housing procedures for handling abandoned property. The Licensee agrees to pay for the University's reasonable attorney fees and costs if judicial proceedings are required.
- B. There is a breach of contract if:
  - 1. The Licensee 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 Licensee violates any University or Housing rule and/or the Student Conduct Code and/or any term of this Contract.
  - 4. The Licensee at any time before or during the Contract Term provides false information.
  - 5. Licensees who fail to notify University Housing in writing of the inability to claim the room space and do not check in before May 11, 2024, are subject to a change of room assignment. Licensees who do not claim their room space or check in before May 11, 2024, will be considered a "No Show." These Licensees will have their contracts cancelled and will be charged a \$500 No Show fee.
  - 6. The behavior of the Licensee indicates life or health of the Licensee may be in danger. This is at University Housing's sole 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 Licensee's University account is past due on May 1, 2024.
- E. The University reserves the right to refuse to issue or cancel this contract if the Licensee has been convicted of a criminal offense other than a minor traffic violation.
- F. If the University discontinues instruction on the Carbondale campus during the then current academic semester, University Housing may cancel this contract. Upon such cancellation, the Licensee agrees to vacate promptly. The Licensee'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 Licensee's personal property, except when due to gross negligence of the University or its agents.
  - 2. The loss due to damages or personal injuries to Licensee and Licensee'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 gross negligence of the University or its agents, officers or employees
  - 3. The loss due to damages and personal injury resulting from the actions or omissions of any other student or other third party in the area.

### VIII. Responsibility

A. Licensee 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 Licensee took possession, excepting reasonable wear, tear and damage by elements excepted.

<sup>\*\*</sup>If the Licensee 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 the date of checkout plus \$500. We do not prorate during the last two weeks of a term.

- B. Licensee agrees to keep the premises clean and orderly at all times and shall refrain from creating any condition that may be considered detrimental to the health or safety of the Licensee or others, and will report immediately any loss or damage to the area office. University Housing may at its sole discretion, assess charges to the Licensee for any loss of or damage to university property caused by the Licensee's actions or omissions.
- C. Upon cancellation of this contract, the University shall inspect the Licensee's residence and provide the Licensee with a list of damages and charges, if applicable, for which the Licensee is responsible. The Licensee is expected to join in such an inspection. Failure to join such inspection will not release the Licensee from the charges assessed.

## IX. Extenuating Circumstances and Disputes

- A. A Licensee 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 Licensee. The petition form is available online on the Housing Portal.
- B. University Housing shall have the sole decision on the matter of such petitions. Petitions must be filed within 90 days of cancellation/check-out.

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