

These Terms & Conditions are part of the Housing Contract granting a license to use University Housing.

I. ASSIGNMENTS

A. Housing staff will assign a student to cooperative living units.

1. If the preferred or requested type of space is unavailable, Housing staff reserves the right to assign the student.
2. Space is not guaranteed. In the event University Housing is unable to provide space the students will have the option to receive a full refund.
3. Housing will make assignments in accordance with the following criteria:
 - a. There is a 2-child limit for a two-bedroom unit and a 4-child limit for three-bedroom unit.
 - b. Occupancy is restricted to spouse/partner and children who are under the age of 18 or regularly attend elementary school, middle school, or high school. Other legal dependents may become legal occupants only with sufficient written documentation submitted to the Director of University Housing and prior approval by the Director.
 - c. The resident must possess proof of marriage, civil union or domestic partnership and/or birth certificates of children and make available such to the University upon request.

B. Space Changes

1. Approved voluntary assignment changes are allowed at a cost of \$25.00. This includes changes from furnished to unfurnished apartments and vice versa. Students are allowed one space change per academic year.
2. The University reserves the right to reassign students as necessary.
3. Exceptions to the above shall be considered on a case-by-case basis.

C. Period of Occupancy

1. Period of occupancy is as indicated on the application/contract. The contract will be renewed if the resident meets the requirements for occupancy, has complied with the Terms and Conditions and University Housing Living Guide, and has no outstanding debts.
2. Residents requesting an arrival prior to the start of their housing contract must submit a written request to the Associate Director of Housing for review. If approved, resident is responsible for pro-rated cost of additional days prior to contract.
3. The resident may transfer the contract to a spouse or partner only once during the period of occupancy. The contract holder is required to be a SIUE student.
4. A resident remaining in University Housing after the contract has expired, without prior approval from University Housing, will be charged \$50.00 per day until the resident properly checks out.

II. ACADEMIC REQUIREMENTS

A. Academic Year (Fall and Spring)

1. The resident must register for, enroll in, and pass an average of six graduate hours or nine undergraduate hours each semester of the contract period.

B. Summer Term (includes May term)

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1. The continuing resident who successfully completes the previous academic year requirements, enrolls for the fall semester, and signs a housing contract for the Fall semester, is not required to enroll in and pass a course during the summer term.
2. The continuing resident who is not returning to University Housing Fall semester is required to enroll in and pass at least one course during the summer term.
3. The resident entering summer term must register for, enroll in, and pass at least one three-hour graduate/3 hour undergraduate course during the summer term.

C. Eligibility

1. The resident must inform the Central Housing Office in writing, via mail, fax, or e-mail immediately when academic eligibility for housing ceases. A copy of the suspension letter will be required.

III. FINANCIAL RESPONSIBILITIES

A. Application Fee

1. Payment of a \$50.00 non-refundable application fee is required before occupancy.

B. Security /Reservation Deposit

1. Payment of a \$125.00 deposit is required before occupancy.
2. The deposit serves as a reservation deposit until the applicant becomes a resident of University Housing, at which time it also serves as a security deposit against assessed charges and/or University accounts receivable upon check-out.

C. Contract Payment

1. The resident agrees, in consideration of the living unit assigned for use, to make payment to the Bursar's Office of the University as follows:
 - a. Pay the full contract amount at the time of acceptance, by the due date as specified on the contract, OR
 - b. Pay the housing charges according to the University Installment Payment Program AND Pay a 1½% service charge on all unpaid monthly balances of University charges.
 - c. 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, PAY ALL EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES, COURT COSTS, AND UP TO 50% OF OUTSTANDING BALANCE ASSESSED BY COLLECTION AGENCY RELATED TO THE COLLECTION OF MONIES OWED.

D. Campus Housing Activity Fee

1. A non-refundable activity fee is collected from and administered for the benefit of all University Housing residents. The proceeds shall be deposited in a University restricted account to be distributed by authority of its fiscal officer in accordance with University policy.

E. Utilities

1. Housing payments include an data jack, gas, water, sewer, and an average utility allotment for electric.
2. Utility usage exceeding the average utility allotment will result in charges assessed to the resident's University account.

F. Damages

1. The resident agrees to use the grounds, premises, and University property and furnishings in a proper and responsible manner and, at the expiration of the contract, to surrender same to the University in good repair and condition as normal usage dictates. The 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. The resident who has vacated has 30 days to appeal charges in writing to the Director of Housing.

G. Restrictions Governing Contract Cancellation – Before the Contract Period

1. A refund of the reservation deposit will be made according to the cancellation schedule of the Terms and Conditions. Cancellations must be requested in writing by the resident and received in the Central Housing Office, 0224 Rendleman Hall, Edwardsville, IL 62026-1056.
2. Contract begins on the date listed in the assignment notification from the Central Housing Office and/or when the student completes the check-in procedure, whichever comes first.

H. Restrictions Governing Contract Cancellation – During Contract Period

1. A written Request for Contract Cancellation must be received in the Central Housing Office, 0224 Rendleman Hall, Edwardsville, IL 62026-1056, at least 30 days prior to vacating. Forms are available in the Central Housing Office or online at www.siu.edu/housing.
2. Payments will be made for the 30-day period following receipt of the cancellation form or to the indicated date of cancellation, whichever is longer.
3. If a cancellation form is not received by the Central Housing Office, the 30-day period will begin the date the resident is discovered to have vacated or checked out.

I. Vacating

1. To ensure a proper check-out, the resident vacating University housing must complete a proper express check-out including returning all keys to University Housing or make a check-out appointment with a Resident Assistant (RA) at least 24 hours in advance of check-out.
2. A \$25.00 charge will be assessed for failure to check out properly.
3. Failure to check-out on or before the stated cancellation date or by the end of the contract date may result in the removal of personal property at the resident's expense and forfeiture of security deposit.

J. Other Financial Responsibilities

1. The resident will be held financially responsible for costs not covered in these Terms and Conditions that are incurred by the University Housing in enforcement of this contract including but not limited to cleaning costs, the cost of moving the resident's possessions, legal fees, storage costs, or non-routine maintenance.

K. Dining Service

1. Cougar Village residents have the option to purchase a residential meal plan or Cougar Bucks. The student ID card serves as a meal card. Changes to the residence hall meal plans can be made only during the first two weeks of each semester. A refund of the remaining balance from a residential meal plan will be issued if there is no outstanding balance on the student's account. Refunds of Cougar Bucks must be requested by the student in the Service Center.

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

- A. The resident is responsible for personal effects. The University will not reimburse the resident for damage or loss of personal effects resulting from natural conditions or

malfunction of plumbing or other systems. It is strongly recommended that the resident secure insurance on their personal property and other valuable possessions.

- B. If, as a result of fire, flood, renovation, or other substantial cause, the Director of University Housing or representative determines that the assigned apartment is uninhabitable, the resident will be offered alternative accommodations in University Housing on a space available basis. Payments will be adjusted when alternative accommodations are not equal to the original assignment. If space is unavailable, University Housing will refund prepaid payments and deposits as required (contract payments will be pro-rated to the last day of occupancy).
- C. Personal effects left in units or public storage areas will be considered abandoned property and will be disposed of after official check-out. The resident will be held responsible for a minimum charge of \$25 in the case of abandoned property.

V. TERMINATION OF RESIDENCY

- A. 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 the safety of residents or other persons or to property of others or the University, a maximum of 24 hours' notice may be given. Other conditions which may result in termination of residency include but are not limited to:
 - 1. The resident becomes delinquent in contract payments, or abandons or vacates the premises.
 - 2. The resident performs an act of violence toward an individual or property, or theft of property within the confines of University Housing.
 - 3. The resident fails to comply with Terms and Conditions, or any other approved Housing policy.
 - 4. The resident violates the SIUE Student Conduct Code or state or federal laws, including illegally possessing, selling, or delivering controlled substances.
 - 5. The resident fails to adjust to the group living environment.
 - 6. The resident is in possession of a beer keg on University Housing premises.
 - 7. The resident is in possession of firearms or other weapons.
 - 8. The resident is found tampering with fire equipment (alarms, hoses, extinguishers, smoke detectors, sprinklers, door closures, emergency exits, fire alarm pull stations, etc.) for other than actual emergency situations or intentionally setting false fire alarms. A resident also faces a jail sentence, fines up to \$10,000, and expulsion from the University for such behavior.
- B. In cases in which residency is terminated, the resident remains financially responsible for the 30-day period following notification of termination or resident check-out date, whichever is longer.

VI. REPAIRS AND MAINTENANCE

- A. Any decorating by the resident which is not approved by the University Housing staff will result in charges to restore the living unit to original condition or charges for resulting damage.
- B. University 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 and parts permits.

VII. GENERAL CONDITIONS

A. 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 residents. 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 inspections, repairs, additions, or alterations requested by the resident.
2. PRIVATE LOCKING MECHANISMS ON DOORS ARE STRICTLY PROHIBITED.

B. Health and Safety

1. The resident is responsible for maintaining a safe, healthy environment within his/her unit. The resident is required to comply with scheduled safety and cleaning inspections. Storage is restricted to the living unit or apartment storage closet. Items left in public areas will be removed by the University.
2. The University will treat each living unit for pests at least once each term and upon request.

C. Firearms and Ammunition

1. Firearms, pellet guns, BB guns, air guns, paint guns, firecrackers, or gasoline or other combustible items are not permitted in University Housing. Residents must follow University policies and State law regarding the possession of firearms on campus.

D. Alcoholic Beverages

Alcoholic beverages may be possessed and consumed by persons of legal age in private living areas of Cougar Village. 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, patios, grounds, or other public areas. Kegs are not allowed and will be confiscated, and possession of same will lead to termination of residency. (See SECTION V.A.6 above and the University Alcohol Policy).

E. Parking/Traffic

1. 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 Cougar Village building clusters must be approved by University Housing staff and is restricted to the wide service emergency drives. Illegally parked vehicles may be towed without notice at the owner's expense. (See Motor Vehicle Regulatory Policies).

F. Keys

1. Keys will be issued to each apartment and mailbox at check-in. Upon loss or theft of a key, the resident will be charged the cost of recore. Keys will be issued to adults listed on application. Children 12 and older can be issued a key with proper permission from the Director of University Housing.

G. Personal Property

1. The University reserves the right to restrict the amount and use of the residents' furniture. Waterbeds are not allowed. The resident is not allowed to remove University furnishings.

H. Mail

1. Cougar Village mailboxes are located in the Commons Building.

I. Animals

1. Pets are prohibited with the exception of fish in proper aquariums. Aquariums are limited to 30 gallons. Residents with an accommodation who require the use of a service or therapy animal must submit a request to ACCESS for approval prior to the animal occupying the living unit.

J. Guests

1. The University restricts the number of guests in apartments, including overnight guests. The resident is responsible for the behavior of his/her guests and any charges resulting from the guests' actions or temporary residence. The resident is not permitted to sublease or provide routine lodging to guests (See University Housing Living Guide).

K. Solicitation

1. Door-to-door salespeople or solicitors are not permitted on University Housing premises.

L. Trash Removal

1. Garbage and trash removal is provided by the University. The resident is responsible for removing trash and garbage from his/her living unit to the containers provided by University Housing.

M. Appliances

1. The University reserves the right to control the use of appliances and assess fees for installation. The resident may not move or disconnect University installed appliances.

VIII. PHOTOGRAPH/VIDEO CONSENT

- A. University Housing, its employees, and representatives have the right to take and use photographs, videotapes, digital images, or otherwise recorded images of University Housing residents while in public spaces, offices or University Housing sponsored events. University Housing can publish such images or depictions for promotion, marketing, or educational purposes in any form, including but not limited to print, electronic, video, or Internet. University Housing has the right to edit, crop, retouch, or otherwise alter such images or depictions and students waive the privilege of inspecting such images or depictions prior to publication. All images can be used indefinitely without compensation to the resident and are the property of University Housing. Residents who wish to opt-out of this release must submit a written request to housing@siue.edu.

IX. OTHER POLICIES GOVERNING THE TERMS AND CONDITIONS OF THE RESIDENT'S CONTRACT ARE CONTAINED IN THE UNIVERSITY HOUSING LIVING GUIDE AND APPLY TO RESIDENCY IN UNIVERSITY HOUSING, SIUE.

EXCEPTIONS – Requests for exceptions or exemptions from the provisions of these Terms and Conditions must be submitted in writing to the Director of University Housing and will be effective only if approved in writing by the Director.