

TERMS AND CONDITIONS OF OCCUPANCY

A. MISSION OF CAMPUS LIVING

It is the mission of Campus Living to provide a high-quality, affordable living environment for members of the SIC community that is convenient, comfortable and culturally enriching and therefore conducive to academic success. Campus Living attempts to provide a living/learning environment which complements the College's educational process. As an integral part of the College's educational efforts and support services. Campus Living is directly responsible for the formulation and enforcement of policies reflecting the College's mission within the residence setting. While acknowledging that residents have ultimate responsibility for their own personal and educational development, the Campus Living staff will endeavor to provide the opportunities and the appropriate environment to promote positive living/learning experiences. It is with this mission in mind that these rules and terms and conditions of occupancy have been adopted and included in the Housing Agreement.

B. ELIGIBILITY

Students who are regularly admitted to SIC and are enrolled in a minimum of six (6) credit hours are given preference for available space. Campus Living reserves the right to lease space to any and all person(s). If a student resident fails to enroll in a minimum of six (6) credit hours, or fails to pay fees which would drop the student's class load below six (6) credit hours, the student resident agrees to vacate the premises within 72 hours. Special permission must be secured from the Campus Living Office to move on-campus or to continue on-campus residency with less than six (6) credit hours.

C. ASSIGNMENTS

1. It is the policy of Campus Living to be in full compliance with all federal and state nondiscrimination and Equal Opportunity laws, orders and regulations relating to race, sex, religion, handicap, age, national origin or status as disabled veteran or veteran of the Vietnam era.
2. A student is assigned to a space in an apartment with roommates of the same sex.
3. **All residents of Campus Living are required to comply with the immunization requirements of Illinois and SIC which requires that students have a completed student immunization form on file in the Health Services Office.**
4. Returning residents who renew during the Renewal Period in the Spring semester are given "priority status" and reassigned first. All other applicants, including returning residents who do not apply during the Renewal Period, will be reviewed and assigned according to the criteria outlined in Section B above. The best opportunity to receive building and/or roommate preferences would be to submit your Housing Agreement as soon as possible. Roommate preferences are not guaranteed.
5. The resident agrees to observe the room change procedures and to have prior written approval before making a change of room assignment.
6. In the event of a housing shortage, Campus Living reserves the right to allot temporary apartment assignments and place five students into apartments providing bed and storage space for each resident. An adjustment in rent for all five resident will be made should this situation occur. As space becomes available, the last resident assigned must move to regular accommodations.
7. If a vacancy occurs in the assigned apartment, Campus Living reserves the right to consolidate residents in order to maintain efficient operations.
8. Campus Living reserves the right to modify assignments for disciplinary reasons, catastrophe, closing of facility or unresolvable incompatibility of roommates as determined by Campus Living. Campus Living also retains the right to cancel or terminate this Agreement for disciplinary reasons and /or defaults of these Terms and Conditions.

D. PERIOD OF OCCUPANCY – RESERVATIONS OF RIGHTS

1. The agreement is for the full academic year (Fall and Spring semesters) or for the portion of the academic year remaining at the time of assignment.
2. An agreement may be renewed if the resident meets the requirements for occupancy and has complied with these Terms and Conditions.

E. RESERVATIONS AND SECURITY DEPOSITS

1. An applicant is required to present an application fee with the Housing Agreement.
2. The application fee serves as a reservation deposit until the applicant fulfills the lease term. If the resident does not fulfill the full term of the contract, the fee is forfeited. When the full term of the contract is complete, the deposit becomes a damage deposit for any damage to the apartment, the contents of the apartment and/or any exterior community area in proximity to the apartment during occupancy by the resident. If the premises are vacated in a clean and undamaged condition, the deposit will be refunded; otherwise, all or a portion will be retained by Campus Living to pay for damages or required cleaning. Campus Living will examine the apartment and make any refunds due within forty-five (45) days of official check-out by the resident.
3. Failure to fulfill the full term of the contract will result in the application fee being forfeited.

F. FEE PAYMENTS

Resident agrees in consideration of the living space assigned for use, to make payments to Campus Living in advance of occupancy in accordance with the payment schedule established by the Campus Living Office. Any resident who continues to occupy the apartment after the last day of the agreement without special permission from Campus Living will be charged an extra fee for occupancy.

G. CANCELLATION AFTER THE BEGINNING OF THE ACADEMIC YEAR

1. An applicant who does not officially check into their assigned apartment by 4pm on the first day of classes will be considered a no-show and the agreement will be cancelled immediately. Application fee will be forfeited plus a cancellation fee of \$200 will be assessed.
2. A resident must go through the official Housing withdrawal process to cancel the agreement. Official withdrawal procedures are outlined in the Resident Docket.
3. Failure to fulfill the full term of the contract will result in forfeiture of the Application Fee.
4. Consideration for release from the contract will be given to a student with special circumstances such as medical emergency, severe financial hardship or academic denial.
5. When a contract is terminated for any reason, Campus Living reserves the right to forfeit the deposit for handling charges. Termination of this contract by Campus Living does not automatically relieve financial responsibility of the student.

H. CONTRACT TERMINATION – CAMPUS LIVING INITIATED

1. Campus Living reserves the right to terminate the contract if a resident fails to comply with any of the Terms and Conditions of Occupancy (statutory requirement of notice being hereby specifically waived by the resident) upon five (5) days written notice. However, when a resident's action or threat of action indicate serious threat to the welfare and safety of persons or property, Interim Suspension may be used to remove and exclude the person from the Housing community immediately. A hearing will be held to review the Interim Suspension within five (5) school days of the effective date.
2. Campus Living reserves the right to enter and take possession of the unit and place all property of the resident in storage at the cost of the resident in case of default of these terms and conditions.
3. A resident is expected to fulfill the term of the agreement and will not be released from such obligation except as defined in sections G and H.

I. CARE OF FACILITIES

1. Campus Living is responsible for maintaining outlying units, grounds and public areas in the apartment complexes.
2. The resident agrees to be directly and financially responsible for keeping the apartment and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise Campus Living of any deteriorating conditions of the apartment or its furnishings.
3. The resident agrees to pay charges when assessed for damage or special housekeeping or maintenance services when necessary due to misuse or abuse of facilities for which the resident is responsible, or to pay equal portion of charges assessed to all occupants of an apartment when those persons responsible are unknown or fail to assume responsibility for the damages. Residents are responsible for any damage to the apartment, the contents of the apartment, and/or any exterior community area in proximity to the apartment during occupancy.
4. The resident is not permitted to make improvement, alterations, repairs or remodeling without the written consent of the Director of Housing. A small number of tacks, pins or small nails may be used to hang items on the walls. Large nails, tape or adhesive are strictly prohibited.
5. The resident agrees to report loss of an apartment key and to pay the charges for key replacement, changing the locks on the doors affected by the loss of the key or through failure to return the assigned key upon checkout/withdrawal. PRIVATE DOOR LOCKING MECHANISMS ARE PROHIBITED.
6. The resident is responsible for maintaining a safe and healthy living environment within the apartment unit. Cleaning of the apartment (i.e. vacuuming carpet, cleaning bathrooms) the responsibility of the residents. Campus Living reserves the right to inspect rooms for cleanliness, health or safety purposes, or to make repairs, but consistent with a resident's constitutional right to be free of unreasonable search and seizure.

J. FURNISHINGS, UTILITIES AND SANITATION

1. Each apartment is equipped with a refrigerator, stove, water heater, beds and mattresses, kitchen table and chairs, living room couch, chair, coffee table and end table. Each resident may provide additional accessories.
2. Fire extinguishers and other safety devices are provided in units for the safety and protection of all residents.
3. Campus Living reserves the right to restrict the use of residents furniture, i.e. pianos, organs, stereos, drums, waterbeds and similar large or potentially disturbing items. A resident is not permitted to remove, under any circumstances, furnishings provided by Campus Living, or to transfer such furnishings from one apartment to another. Personally owned items MUST BE REMOVED from the apartment at the time of checkout. Campus Living assumes no responsibility for items left in an apartment, either while a resident is absent or after vacating a unit, in which case items may be disposed of or stored at the resident's expense.
4. Water and utilities are included within the rental charge.
5. Routine garbage and trash removal is provided by Campus Living. A resident is responsible for removing trash and garbage from an apartment to containers provided within the complexes. A resident also is responsible for disposing of unwanted personal furniture or other large items.

K. LIABILITY

1. **Campus Living is not in any way liable for loss or theft of, or damage to, any personal property belonging to a resident.**
2. In the event it is necessary for Campus Living to bring any action to enforce this agreement, resident shall be responsible for such collection fees, court costs and reasonable attorney fees as may be ordered by any court.
3. **Indemnification or Lessor:** Lessor shall not be liable for any loss, injury, death or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify defend, and hold harmless Lessor against any and all claims, liability, loss or damage, including attorneys' fees and all litigation expenses, whatsoever on account of any such loss, injury, death or damage. Lessee waives all claims against Lessor for damages to the buildings(s) and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence of Lessor, its agents or employees