



## 2018-2019 ACADEMIC YEAR (Fall & Spring) CONTRACT FOR UNIVERSITY HOUSING

THE UNIVERSITY HOUSING CONTRACT IS FOR THE ENTIRE 2018-2019 ACADEMIC YEAR (FALL AND SPRING SEMESTERS), excluding semester break, spring break, and summer sessions. The following dates are when the hall will be open:

Fall Semester: 9 a.m. Thursday, August 23, 2018 through 9 a.m. Monday December 10, 2018

Spring Semester: 9 a.m. Sunday, January 20, 2019 through 9 a.m., Tuesday, May 14, 2019

This contract is for space in University Housing and is between Governors State University and the student, and/or parent or legal guardian if the student is under the age of eighteen (18).

### **A. OFFER**

Governors State University offers to furnish University housing excluding room for semester break and spring break in consideration for payment of the fee in effect at the time of occupancy. The University housing contract creates a license for the student to use campus housing and is not a lease. The relationship between Governors State University and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for the student to use university housing subject to the conditions of this contract, superseding all previous contracts as well as any verbal statements or telephone conversations made concerning this contract.

This contract is issued for the 2018-2019 academic year or balance thereof, excluding the break periods and summer. Therefore, once the student has agreed to this contract, he/she is expected to honor the contract for the balance of the length of the contract. Once executed, requests for exceptions/alterations or changes of the terms of this contract or the ensuing room must be submitted in writing by the individual signing this contract. For cancellation, see Section D.

1. Governors State University agrees to provide space in a university housing facility to the student named on this contract for the entire academic year or balance thereof.
2. Students living in University Housing are expected to be enrolled for at least six credit hours each semester (fall and spring). Enrollment of at least 3 credit hours is required for summer occupancy.
3. By signing and submitting the contract (together with the application fee), the student agrees to accept the housing assignment and pay the applicable fees for the entire academic year, or remainder thereof. When a student withdraws (exits) from the university or if a Contract Release is granted, this contract may be suspended only for the time during which these conditions occur. Should a student re-enroll (after exiting) or be reinstated (after being academically dismissed) during the same academic year that this contract was signed, the obligation of this contract will be reinstated.
4. Non-occupancy of assigned space does not terminate the University Housing Contract, and the appropriate charges under the contract will continue. The student understands that signing a contract and occupying an alternative living space (e.g. home, off campus apartment) does not void the obligation to the University Housing Contract.
5. The student agrees that the terms, conditions, policies, rules and regulations contained in the GSU University Housing Handbook, the GSU Code of Student Conduct, and laws of the United States, and the State of Illinois, as may be amended from time to time, are incorporated herein by reference and are made a part of this contract the same as it is written herein.
6. The university, by action of the Board of Trustees, or designee, reserves the right to alter any conditions of this contract, including rates, upon thirty (30) day notice. NOTE: The regular forfeiture and refund schedule does not apply to those situations that, by their nature, prohibit the university from rendering the contracted services. In the case that a refund is necessary or appropriate, the Board of Trustees will develop an alternative method that reflects the particular circumstances.
7. The student understands that he/she is held liable for damages to or the defacing of university property. In addition, all floor/community residents can collectively be held responsible for damages to public areas that cannot be attributed to specific individuals. Damage charges will be assessed against the student's Bursars account.

### **B. APPLICATION FEE**

New applicants for a space in University Housing are required to submit a \$25 application fee when submitting the on-line University Housing Application & Contract. The fee is held by the university and is not applied to the cost of the room. This fee is nonrefundable.

### **C. PRE-PAID HOUSING PAYMENT**

1. Any student wishing to live in University Housing must also pay a \$100 housing pre-payment at the time of application. If the \$100 pre-payment is not

paid or arrangements made by June 1, the student's housing assignment will be waitlisted and no assignment will be made. Current residents *who re-contract* to return to Prairie Place for the 2018-2019 academic year during the specified Re-Contracted period must pay a \$100 prepayment with their application.

2. Refund: The pre-paid housing payment will be refunded if the student informs the office of University Housing of cancellation of housing by June 1, 2018. Refunds will be made subject to outstanding debts owed to the university.
3. Forfeit: The pre-paid housing payment will be forfeited if the student cancels housing after June 1, 2018. Please refer to the section on Cancellation of Contract, section D, regarding refund or forfeiture of housing fees prior to the first official opening day of the residence halls.

#### **D. CANCELLATION OF CONTRACT**

Request for cancellation of the contract before moving into university housing (checking out keys), and prior to the applicable opening day of University Housing, will be accepted with one of the following guidelines:

1. A request for cancellation received on or before June 1, 2018, for the fall semester, or January 1, 2019, for the spring semester (new spring semester applicants only) will result in the refund of the \$100 pre-paid housing payment.
2. A request for cancellation received after June 1, 2018, for the fall semester, or January 1, 2019, for the spring semester (new spring semester applicants only) but prior to the official move in day of that semester will result in forfeiture of the \$100 pre-paid housing payment.
3. Approved cancellations after the first class day of the semester will result in a prorated charge for usage of the room.

Requests for cancellation of the University Housing Contract must be done online. *To submit a request for housing cancellation, please log into the student portal with your username and password. Once in the portal, select "Take Care of Business" under the Housing tab. Click on the Cancel My Housing Application button.*

Students notifying the Office of University Housing they will not be coming to Governors State University will result in the termination of the submitted housing application. Further, the Office of University Housing will not inform the Registrar's Office of the student's intentions. It is the student's responsibility to cancel all classes for which they are registered. Students exiting the university between semesters must officially check out with University Housing staff and return keys/keycards to avoid charges. If a student is not returning to the university for the spring semester, the student will be released from the contract. However, the student must inform the Office of University Housing through the applicable form on the Take Care of Business page of their plans not to return.

Request for cancellation of this contract after moving into University Housing or after the applicable opening day of University Housing will require a **Petition for Contract Release**, and the student must show just cause for termination (major unforeseen circumstances). This contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home. In order that all petitions may be reviewed and any needed appeals conducted prior to the start of spring semester, the deadline to petition for a contract release is 5 p.m. on the second Friday of November. Petitions received after this deadline may not be reviewed until after the start of the spring semester. Please note that the entire petitioning process may take between two to four weeks to complete. A petition for contract release must be submitted online. *To submit a Petition for Contract Release, please log into the student portal with your username and password. Once in the portal, select "Take Care of Business" under the Housing tab. Click on the Petition for Contract Release button.*

For approved contract releases, the resident must pay the room rent prorated through the date s/he officially checks out, in addition to a \$250 assessment for an early release.

#### **E. TERMINATION OF CONTRACT BY THE UNIVERSITY**

This contract may be terminated at the discretion of the Director of University Housing if a student fails to comply with its terms, does not make the required payments by the designated due dates, is not formally enrolled in the required number of credit hours for that given semester at Governors State University, or engages in actions or activities contrary to the health, safety, welfare or security of self or other residents.

*Students who are suspended or expelled from the University will have their current and/or active housing application and/or contracts cancelled effective the date of the suspension/expulsion and forfeit all housing fees. Students wanting to appeal the forfeiture of their housing fees may do so by email ([housing@govst.edu](mailto:housing@govst.edu)) or in writing to: Office of University Housing, Governors State University, 1 University Parkway, University Park, IL 60484.*

#### **F. ROOM CONSOLIDATION**

Residents who find themselves in an under-assigned room/apartment may face room/apartment consolidation. Consolidation exists to bring equity between residents. Students in under-assigned rooms must do one of the following by the second Monday of each semester, or not later than seven (7) days from the date the room becomes under-assigned: 1) request a room buyout and pay the additional prorated charge, or 2) have a person transfer into their room/transfer to another under-assigned room. If no action is taken and the student refuses to accept the new roommate assigned by University Housing, room buyout charges are billed to the student's Bursar account. The consolidation process will continue through Sunday of the seventh full week of a semester.

#### **G. SUBLETTING AND UNAUTHORIZED USE OF ROOM/APARTMENT**

The student shall not: sublet, allow anyone to live in his/her room or apartment who is not assigned to it by University Housing, or assign this contract to any other person. Residents who allow their room to be used in violation of this provision are subject to disciplinary action and a penalty charge not to exceed the full room charge for the full contract period. Residents may not have visitors stay for longer than 48 hours within a seven day period. Residents may not have visitors in their University Housing assigned room/apartment without the advance permission of their roommate or other apartment occupants.

#### **H. ROOM CHANGES**

A resident may change rooms only with authorization from the Office of University Housing. Unauthorized room changes or failure to move out of a room when required may result in additional charges as determined by the Office of University Housing.

#### **I. CHECK-IN AND CHECK-OUT**

Each resident is considered checked-in when she/he obtains the room key. When moving into the assigned room, the resident shall complete, sign and turn in a Room/Apartment Condition report. When vacating the assigned room/apartment, the resident must check out with Residence Hall Director or his/her designee. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating within the hall. Failure to follow established check-out procedures may result in improper check-out charges as determined by the University.

#### **J. INTERIM PERIODS (Breaks)**

University Housing will remain open over break periods for residents who have contracted to live in housing over the break period. Room fees for this period will be in addition to room fees for each semester as indicated in this contract. Students requesting to move into University housing before the contracted period (fall or spring), or requesting to stay after the official announced closing date at the end of the semester, will be billed at a per-night rate.

#### **K. STUDENT FEES**

Room rates for the 2018-2019 academic year will be posted on the Housing website by May 2018. Specific room charges will be reflected on the student's fee payment form which will be mailed by the University in July.

##### **June 1, 2018**

\$100 pre-paid housing fee due date for Fall Semester 2018.

##### **August 10, 2018**

Payment due date for students living on campus beginning Fall Semester 2018.

##### **January 2, 2019**

Payment due date for students living on campus beginning Spring Semester 2019.

Students must pay the full amount of all fees on their student account by the above due date or enroll in an Installment Payment Plan option available through the Student Accounts Office. Fees not paid by the due date will result in cancellation of room assignment and the space may become available to another student.

#### **L. INSURANCE**

The University and Office of University Housing will not assume any responsibility for any persons or property of the student from any cause, nor will the University and Office of University Housing assume responsibility for any injury or damages, personal or property, while the student is a resident. You are strongly encouraged to consider carrying some form of personal insurance if your family's policy does not cover your property while it is located at the University.

I have read, understand, and accept this University Housing (if contracted) Contract including but not limited to the matter of payment, cancellations, forfeitures, consolidation and agree to assume the financial obligations and abide by the other terms, conditions and policies contained in the above TERMS AND CONDITIONS OF THE 2018-2019 ACADEMIC YEAR (Fall – Spring) UNIVERSITY HOUSING CONTRACT and as detailed, explained and expanded in the University Housing Handbook WHICH IS INCORPORATED HEREIN BY REFERENCE. I understand that failure to satisfy these obligations may result in de-registration from current term classes, denial of course registration, re-enrollment, or issuance of transfer of academic transcripts, denial of continuous occupancy in University Housing, and/or other appropriate university action. Further, I understand this contract is for the ENTIRE ACADEMIC YEAR (excluding break periods and the summer; or balance thereof) for space in University Housing and cannot be cancelled except as specified in Cancellation of Contract, section D.